

**NEW EMPLOYEE PACKAGE CHECKLIST – REVISED 05-16-2017**

**(MANAGERS PLEASE VERIFY EACH DOCUMENT IS INCLUDED BELOW BY CHECKING THEM OFF. CHECKLIST IS TO BE INCLUDED WITH THE NEW HIRE PACKAGE.)**

*Place N/A next to documents that do not apply to the New Hire's Package. Example: Hiring a CSC, therefore RSA forms do not apply.*

1.	A WELCOME LETTER
2.	ATTENDANCE POLICY
3.	CASH SHORTAGES
4.	CSC JOB DESCRIPTION
5.	CSC JOB PERFORMANCE EXPECTATIONS
6.	DC D-4 EMPLOYEE WITHHOLDING (2 PAGES)
7.	DIGITAL CAMERA
8.	DIRECT DEPOSIT FORM W/COPY OF VOIDED CHECK
9.	DRIVER JOB DESCRIPTION
10.	DRIVER PERFORMANCE EXPECTATIONS
11.	DRIVING SAFETY GUIDELINES POLICY
12.	ELECTRONIC HANDBOOK ACKNOWLEDGEMENT
13.	E-MAIL ACCOUNT – CONFIRMATION RECEIOT (4 PAGES)
14.	EMPLOYEE ACCIDENTS
15.	EMPLOYEE BENEFITS PACKAGE (INCLUDING PAID TIME OFF)
16.	EMPLOYEE HANDBOOK (EMPLOYEE KEEPS)
17.	EMPLOYEE KEY ACCEPTANCE – OR – DOOR SECURITY KEY CARD (FOR 13900 CAMPUS EMPLOYEES)
18.	EMPLOYEE VEHICLE RENTAL POLICY
19.	FEDERAL TAX W-4 (EMPLOYEE'S WITHHOLDING ALLOWANCE CTF) – (2 PAGES)
20.	GPS FORM
21.	HANDBOOK ACKNOWLEDGEMENT RECEIPT
22.	i9 FORM- EMPLOYMENT ELIGIBILITY VERIFICATION (3 PAGES)
23.	LIFE INSURANCE FORMS
24.	MARYLAND STATE TAX – MW507 (EMPLOYEE'S MD WITHHOLDING EXEMPT CTF) – (2 PAGES)
25.	NEW EMPLOYEE DATA FORM (TO BE FILLED OUT BY AM OR MGR)
26.	Skip - Not in use at this time. (APPLICANT AFFIRMATIVE ACTION FORM) – (2 PAGES)
27.	NO HARRASSMENT POLICY (2 PAGES)
28.	PAYROLL NETWORK LOG-IN
29.	RESERVATION SALES AGENT JOB DESCRIPTION
30.	RESERVATION SALES AGENT PERFORMANCE EXPECTATIONS
31.	SA PERFORMANCE EXPECTATIONS
32.	SERVICE AGENT'S JOB DESCRIPTION
33.	SOCIAL MEDIA POLICY (2 PAGES)
34.	TELEPHONE CONSENT FORM
35.	TRAINING WAGE POLICY
36.	UNAUTHORIZED USE OF COMPANY VEHICLES
37.	UNAUTHORIZED WORK HOURS/LUNCH BREAKS
38.	UNIFORM COMPANY E-STORE/PERSONAL APPEARANCE/IMAGE REQUIREMENTS
39.	VA STATE TAX FORM VA-4 (EMPLOYEE'S PERSONAL EXEMPTION WORKSHEET) (2 PAGES)

**CHECK FOR:**

1.	EMPLOYEE HANDBOOK – ACKNOWLEDGEMENT OF RECEIPT FROM THE BACK OF THE HANDBOOK) MUST BE SIGNED AND ALSO INCLUDED WITH THE NEW HIRE PACKAGE PAPERWORK
2.	DRIVING RECORD
3.	EMPLOYMENT APPLICATION – SIGNED AND DATED
4.	FIRST UNIFORM ORDER (SHOULD BE MINIMUM OF 3 SHIRTS AND A JACKET)
5.	EMERGENCY CONTACT NAME: <ul style="list-style-type: none"> <li>• RELATIONSHIP TO EMPLOYEE:</li> <li>• EMERGENCY CONTACT PHONE NO:</li> </ul>
6.	SPOUSE'S NAME (IF APPLICABLE):

MANAGER'S SIGNATURE:

DATE:



## **NEW EMPLOYEE PACKAGE**

Welcome to our company. We are pleased to have you join our organization. The enclosed package contains standard forms that must be completed and signed and will be placed in your employee file.

Please take a moment to read and sign each form regardless if you are part-time, full-time, hourly or salary. Should you have any questions, please feel free to ask your personnel administrator.

Once again, welcome aboard!

**ATTENDANCE POLICY**

1. BECAUSE YOU ARE ESSENTIAL TO HELPING PROVIDE CUSTOMER SERVICE, YOU MUST REPORT TO WORK ON DAYS YOU ARE SCHEDULED. ALL EMPLOYEES MUST STRICTLY FOLLOW THE PUBLISHED SCHEDULES. ANY SCHEDULE CHANGES MUST BE APPROVED BY THE LOCATION MANAGER.
2. ALL EMPLOYEES ARE RESPONSIBLE TO CHECK AND CONFIRM THEIR SCHEDULES AND TO REPORT ON TIME. IF YOU MUST BE ABSENT OR LATE FOR ANY REASON, IT IS YOUR RESPONSIBILITY TO PERSONALLY CONTACT YOUR MANAGER BY TELEPHONE AS SOON AS YOU ARE AWARE THAT YOU WILL BE ABSENT OR LATE. EACH EMPLOYEE IS RESPONSIBLE TO GET THE APPROPRIATE TELEPHONE NUMBERS OF THEIR MANAGER AND THE OPERATIONS MANAGER. YOU MUST NOTIFY YOUR MANAGER EACH DAY YOU ARE ABSENT. FAILURE TO DO SO MAY RESULT IN DISCIPLINARY ACTION.
3. EXCESSIVE OR UNEXCUSED TARDINESS OR ABSENCES SHALL INITIALLY RESULT IN A VERBAL WARNING. YOUR MANAGER WILL EXPLAIN THE PERFORMANCE PROBLEM AND GIVE YOU AN OPPORTUNITY TO CORRECT THE PROBLEM. IF THE UNSATISFACTORY PERFORMANCE CONTINUES, A WRITTEN WARNING WILL BE ISSUED AND/OR SUSPENSION FROM WORK WITHOUT PAY. IF TWO WRITTEN WARNINGS ARE ISSUED, EMPLOYEE MAY BE PLACED ON SUSPENSION SUBJECT TO TERMINATION OR TERMINATED. THESE WRITTEN WARNINGS CAN BE FOR SIMILAR OR DIFFERENT OFFENSES.
4. ANY REQUESTED TIME OFF MUST BE APPROVED BY YOUR IMMEDIATE SUPERVISOR AND A REQUEST FORM SENT TO THE OPERATIONS MANAGER FOR HIS AUTHORIZATION. THIS WILL THEN BE FORWARDED TO THE PAYROLL DEPARTMENT.
5. ANY UNAPPROVED ALTERATION TO THE SCHEDULE IS GROUNDS FOR IMMEDIATE TERMINATION.
6. FAILURE TO CALL OR REPORT TO WORK FOR TWO (2) CONSECUTIVE DAYS WITHOUT NOTIFICATION WILL BE CONSIDERED JOB ABANDONMENT AND WILL RESULT IN TERMINATION.
7. ALL EMPLOYEES ARE ON A 90-DAY PROBATIONARY PERIOD. FAILURE TO MEET ANY OF THE REQUIREMENTS IN THIS PACKAGE MAY RESULT IN IMMEDIATE TERMINATION.

I \_\_\_\_\_ HAVE READ THE ABOVE POLICIES AND AGREE TO ABIDE BY THEM.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

**CASH SHORTAGES**

THIS POLICY APPLIES TO ALL EMPLOYEES WITH ACCESS TO CASH.

I \_\_\_\_\_ UNDERSTAND THAT CASH SHORTAGES,  
MISHANDLING OF FUNDS (i.e. debit card overdrafts) WILL NOT BE TOLERATED. IF THERE  
IS A CASH SHORTAGE OR MISHANDLING OF FUNDS, I AUTHORIZE THE COMPANY TO  
DEDUCT THE FULL AMOUNT FROM MY NEXT PAYCHECK.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Taxpayer identification number (TIN) See instructions.

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First name M.I. Last name

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Home address (number, street and suite/apartment number if applicable)

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City State Zip code +4

--	--	--	--

1 Tax filing status (Fill in only one)
  Single
  Married/domestic partners filing jointly/qualifying widow(er) with dependent child
  Head of household
  Married filing separately
  Married/domestic partners filing separately on same return

2 Total number of withholding allowances from worksheet below.

Enter total from Sec. A, Line i		Enter total from Sec. B, Line m		Total number of withholding allowances, Line n	
---------------------------------	--	---------------------------------	--	--	--

3 Additional amount, if any, you want withheld from each paycheck \$

4 Before claiming exemption from withholding, read below. If qualified, write "EXEMPT" in this box. ▶

5 My domicile is a state other than the District of Columbia  Yes  No If yes, give name of state of domicile \_\_\_\_\_

I am exempt because: last year I did not owe any DC income tax and had a right to a full refund of all DC income tax withheld from me; and this year I do not expect to owe any DC income tax and expect a full refund of all DC income tax withheld from me; and I qualify for exempt status on federal Form W-4.

If claiming exemption from withholding, are you a full-time student?  Yes  No

Signature Under penalties of law, I declare that the information provided on this certificate is, to the best of my knowledge, correct.

Employee's signature	Date

Employer Keep this certificate with your records. If 10 or more exemptions are claimed or if you suspect this certificate contains false information please send a copy to: Office of Tax and Revenue, 1101 4th St., SW, Washington, DC 20024 Attn: Compliance Administration

Detach and give the top portion to your employer. Keep the bottom portion for your records.

**Section A Number of withholding allowances**

a Enter 1 for yourself		a	
b Enter 1 if you are filing as a head of household		b	
c Enter 1 if you are 65 or over		c	
d Enter 1 if you are blind		d	
e Enter number of dependents		e	
f Enter 1 for your spouse or registered domestic partner filing jointly or filing separately on same return or if you are a qualifying widow(er) with dependent child		f	
g Enter 1 if married or registered domestic partner filing jointly or filing separately on same return and your spouse or registered domestic partner is 65 or over		g	
h Enter 1 if married or registered domestic partner filing jointly or filing separately on same return and your spouse or registered domestic partner is blind		h	
i Number of allowances Add Lines a through h, enter here and on Line 2 above, next to "Enter total from Sec. A, Line i".		i	

***If you want to claim additional withholding allowances, complete Section B below.***

**Section B Additional withholding allowances**

j Enter estimate of your itemized deductions		j	
k Enter \$6,500 if single, married/registered domestic partners filing separately or a dependent. Enter \$9,550 if head of household. Enter \$13,000 if married/registered domestic partner filing jointly, married filing separately on the same return, or qualifying widow(er) with dependent child.		k	
l Subtract Line k from Line j		l	
m Divide Line l by \$4,150. Round to the nearest whole number, enter here and on Line 2 above, next to "Enter total from Sec.B, Line m".		m	
n Add Lines m and i, enter here and on Line 2 above, next to "Total number of withholding allowances, Line n".		n	

Detach and give the top portion to your employer. Keep the bottom portion for your records.

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**Taxpayer Identification Number(s) (TIN)**

You must have a TIN, whether it is a Federal Employer Identification Number (FEIN), Social Security Number (SSN), Individual Taxpayer Identification Number (ITIN) or Preparer Tax Identification Number (PTIN).

**Who must file a Form D-4?**

Every new employee who resides in DC and is required to have DC income taxes withheld, must fill out Form D-4 and file it with his/her employer.

If you are not liable for DC income taxes because you are a nonresident or military spouse, you must file Form D-4A, Certificate of Non-residence in the District of Columbia, with your employer.

**When should you file?**

File Form D-4 whenever you start new employment. Once filed with your employer, it will remain in effect until you file a new certificate. You may file a new withholding allowance certificate any time the number of withholding allowances you are entitled to increases.

You must file a new certificate within 10 days if the number of withholding allowances you claimed decreases.

**How many withholding allowances should you claim?**

Use the worksheet on the front of this form to figure the number of withholding allowances you should claim. If you want less money withheld from your paycheck, you may claim additional allowances by completing Section B of the worksheet, Lines j through n. However, if you claim too many allowances, you may owe additional taxes at the end of the year.

**Should I have an additional amount deducted from my paycheck?**

In some instances, even if you claim zero withholding allowances, you may not have enough tax withheld. You may, upon agreement with your employer, have more tax withheld by entering on Line 3, a dollar amount of your choosing.

**What to file**

After completing Form D-4, detach the top portion and file it with your employer. Keep the bottom portion for your records.

**DIGITAL CAMERAS**

A DIGITAL CAMERA WILL BE ISSUED TO EACH LOCATION. THIS POLICY SHALL APPLY TO ALL EMPLOYEES.

I, \_\_\_\_\_, UNDERSTAND THAT EACH EMPLOYEE AT MY LOCATION WILL BE RESPONSIBLE FOR THE DIGITAL CAMERA ISSUED. IF THE CAMERA IS LOST OR STOLEN, EACH EMPLOYEE WILL SHARE IN THE COST TO REPLACE IT. I AUTHORIZE THE COMPANY TO DEDUCT THIS AMOUNT FROM MY NEXT CSI PAYCHECK.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## DIRECT DEPOSIT FORM

Now that you have decided to participate in the company's direct deposit program, there are several features that need to be explained. You have the option of having your entire net pay deposited into the account of your choice; OR, you have the ability to split your net pay, either by a fixed amount or a percentage being deposited into your specified account, with the balance being deposited into another account of your choice. If there is not enough net pay to go to the fixed amount it will take as much as possible.

Example 1: Net pay is \$500.....Savings is to get 25% (\$125) Checking is to get balance (\$375)

Example 2: Net pay is \$500....100% is designated for checking. \$500 goes to checking.

Example 3. Net pay is \$500.....Savings is to get \$100. Balance (\$400) goes to checking

Please complete the form below and return it to the Payroll Department, along with a copy of one of your voided or blank checks as soon as possible. REMEMBER.....ONCE YOU GIVE THE AUTHORIZATION TO DIRECT DEPOSIT (as indicated below), THIS WILL REMAIN IN EFFECT EACH PAYROLL UNTIL YOU OFFICIALLY NOTIFY THE PAYROLL DEPARTMENT OTHERWISE.

Employee Name: (please print)	
Financial Institution:	
	<b>Fixed Amount OR %</b> *(see note below)
Checking Account #:	
Savings Account #:	
(Note: You may designate a portion into each account)	
Signature:	
Date:	
For Payroll Use Only	
Routing No:	

\*Note: If you indicate a "fixed" amount in one account, the balance of your net pay will go to the other account.

If you indicate a "%", the total must equal 100% (i.e. 100% allocated to checking or savings, 10% allocated to savings and 90% allocated to checking, etc.)

**Door Security Key & Alarm Code Assignment Form**

I have been assigned Security Key Card Number \_\_\_\_\_  
for 13900 Laurel Lakes Avenue, Suite 100, Laurel, Maryland, 20707.

- I understand, I am personally responsible for the possession of this Key.
- I understand, the key is the property of All Car Leasing (DBA NextCar) and that access to the building is only to be used for work purposes.
- I understand, if I should lose or suspect that the key has been stolen, I am to contact the company management or management designate of NextCar immediately.

I have also been issued a personal Alarm Code.

- I understand that I am not to share my alarm code with anyone else.

Security Code: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

**DRIVING SAFETY GUIDELINES POLICY**

IT IS THE POLICY OF RENTAL LEASING SERVICES THAT NO INDIVIDUAL SHALL BE HIRED:

1. IF HE/SHE HAS HAD THEIR LICENSE SUSPENDED WITHIN THE PAST TWO (2) YEARS OF HIRE DATE
2. IF HE/SHE HAS HAD FIVE (5) OR MORE POINTS ON THEIR DRIVING RECORD WITHIN THE PAST TWO (2) YEARS
3. UNDER THE AGE OF 18 WITHOUT THE PRIOR REVIEW AND APPROVAL OF THE GENERAL MANAGER (MIKE DELORENZO). THIS EMPLOYEE MUST HAVE A MINIMUM OF A 2.8 GRADE POINT AVERAGE AND PROVIDE A COPY OF THEIR LAST REPORT CARD.

FURTHER, AS AN EMPLOYEE OF NEXTCAR / RENTAL LEASING SERVICES, IT IS YOUR RESPONSIBILITY TO ADVISE THE PERSONNEL DEPARTMENT IF AND WHEN YOU:

- A. GET YOUR LICENSE SUSPENDED, AND/OR
- B. ACQUIRE POINTS IN EXCESS OF OUR COMPANY STANDARDS (5 OR MORE)

ANY EMPLOYEE WHO FALLS INTO ONE OR BOTH OF THESE CATEGORIES SHALL BE TERMINATED IMMEDIATELY. YOU MAY BE RECONSIDERED FOR EMPLOYMENT AT SUCH TIME WHEN YOUR DRIVING RECORD IS IN COMPLIANCE WITH OUR POLICY.

IF AN EMPLOYEE RECEIVES A TRAFFIC VIOLATION IT IS ALWAYS HIS/HER RESPONSIBILITY TO EITHER PAY THE FINE OR ATTEND A COURT HEARING. AN EMPLOYEE IS NEVER TO DRIVE IN EXCESS OF THE POSTED SPEED LIMIT. IT DOES NOT MATTER IF YOU HAVE BEEN TOLD TO "HURRY". YOU MUST OBEY THE LAW.

EMPLOYEES WILL BE REQUIRED TO PROVIDE A CURRENT DRIVING RECORD AT LEAST ONE (1) TIME PER YEAR. WHEN THIS IS REQUESTED IT MUST BE DONE ON A TIMELY BASIS, COST TO BE BORNE BY THE EMPLOYEE.

I, \_\_\_\_\_, HAVE READ, UNDERSTOOD, AND AGREE TO THE ABOVE.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**ELECTRONIC HANDBOOK ACKNOWLEDGMENT OF RECEIPT**

I understand and acknowledge that the Fitzgerald Auto Malls Associate Handbook appears on the Company’s Intranet at <http://rlsserver/>. I understand that I am responsible for reading the Company’s handbook, and knowing its contents. I also understand that I am responsible for periodically reviewing the handbook to ensure that I am aware of all changes that may be made to this document from time to time.

I further understand that the Associate Handbook constitutes only a summary of benefits and an overview of some of the guidelines related to work rules and other Company policies and practices and that all Company rules, policies, practices, wages and benefits, regardless of whether they are contained in the Handbook, may be unilaterally changed, amended, modified, reduced or discontinued by the Company at any time in its sole judgment and discretion.

I understand that nothing in this handbook or in any other Company policy or practice in any way creates an expressed or implied contract of employment or a guarantee of any benefit. I agree that my employment is at-will and for no definite duration, that I can terminate my employment with the Company at any time, with or without cause or notice, and that the Company reserves the right to do the same.

I understand that I may print a copy of the Associate Handbook from the Company’s Intranet Site at <http://rlsserver/> located on a computer at a company rental location or company rental administration office.

Current Handbook Version: **D4020 rev. 02.12.13**

ASSOCIATE SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ASSOCIATE EMPLOYEE NUMBER: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_

## E-Mail Account - Confirmation Receipt - Page 1 of 4

We are very pleased to provide you with a new company e-mail address and password. While we want you to have the ability to communicate with other Associates in the company, it is necessary that we provide and/or remind you of the company's Computer Systems' Policy Guidelines which govern its use.

*To ensure you have received an e-mail address, password with policy guidelines, please complete the section below.*

NextCar Employee

Rent A Wreck Employee

Date: \_\_\_\_\_

Employee Number: \_\_\_\_\_ Location Code: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

### **Computer Systems – Policy Guidelines**

Fitzgerald Auto Malls has a strong commitment to technology and provides a wide range of information technology systems and services. Associates are provided with systems and software that are necessary to complete their work assignments.

#### **General Use Guidelines**

The mainframe computer terminals, personal computers, and associated software are the property of Fitzgerald Auto Malls. Associates are not permitted to use their terminals, PC, or the company local network for personal use, personal gain or profit.

Associates are not permitted to install any hardware or install or execute any software products on their desk-top systems that have not been approved by the Information Technology Group. Associates are not permitted to maintain any computer files on either floppy diskettes or other media without the permission of the Information Technology Group. If a document is sensitive, associates should adjust the permissions on the files or use a password.

### **System Security Guidelines and Unauthorized Uses**

Associates are responsible for following procedures that avoid compromising systems security. These procedures include establishing passwords that are not easily uncovered and not disclosing passwords to anyone for any reason. Each associate is responsible for all computer related activities under his or her password.

Associates shall not use any additional passwords or encryption methods, or access another associate's files without explicit authorization. Associates should not attempt to gain access to another associate's e-mail messages without permission.

### **Electronic Mail System (e-mail) and Internet Usage**

The company electronic mail ("e-mail") system is intended to facilitate business communications only. Although each enrolled associate is provided with an individual account, all messages composed, sent, or received on the e-mail system are, and remain the property of Fitzgerald Auto Malls. The company reserves the right to monitor, access, and disclose as necessary all messages sent over its e-mail system, without regard to content. Effectively, e-mail communications will be treated like any other official company record, e.g., memo with company letterhead.

### **Personal Use of E-mail/Internet**

The e-mail and Internet system is to be used for business purposes only and will be subject to the same ownership, review and content rules as all other business communications. Associates are prohibited to use the e-mail/internet system for any personal use including commercial ventures, religious or other personal causes, or any other outside non-job-related solicitations or use. Associates are prohibited from being involved in anyway with using the Internet for illegal activities, text and/or graphic-based sexually explicit images, messages, jokes or cartoons, use of ethnic or religious slurs, racial epithets, or anything that may be reasonably construed as harassing or disparaging to others. Additionally, associates should not download or install any software available from Internet hosts unless the Information Technology Group has previously approved it.

Fitzgerald Auto Malls routinely monitors individual Internet usage, including sites visited and the amount of time logged on.

**Content of E-mail Communications**

Fitzgerald Auto Malls strives to maintain a workplace free of harassment and is sensitive to the diversity of its associates. Therefore, the e-mail system is not to be used in any way that may be seen as insulting, disruptive, or offensive by other persons. This includes any messages that contain sexual implications, unwelcome propositions of love letters, foul language, off-color jokes, ethnic or racial slurs, or any other message that can be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin or religious or political beliefs.

The e-mail system shall not be used to send or receive copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization. Other disallowed e-mail communications include chain letters, political activities, solicitations, advertisements, and attaching unapproved files.

Email is not a confidential or secure means of electronic communication. Because personnel and human resources issues are confidential, and must be treated as such, it is the company's policy that e-mail not be used for the communication of any sensitive personnel issues. Communications regarding personnel or human resources issues should be conducted via a written confidential memo, a phone call, or an in-person discussion.

Inappropriate use of the e-mail/Internet system, through personal use, or use in violation of existing laws or Fitzgerald Auto Mall policies, may result in disciplinary action up to and including termination of employment.

Note : The Computer Systems' Policy Guidelines can also be found in the Employee Handbook on the RLS Server.

**HOW TO ACCESS YOUR NEW E-MAIL ACCOUNT**

NextCar location employee's addresses will be their last name and first initial.

Example: Tiffany Ball's e-mail address would be [ballt@nextcar.com](mailto:ballt@nextcar.com)

Rent A Wreck location employee's addresses will be the opposite. Their e-mail addresses will begin with their first name initial and end with their last name.

Example: Krista Frost's e-mail address would be [kfrost@rentawreck.com](mailto:kfrost@rentawreck.com)

**To Access Your New E-Mail Account:**

All employees will need to go to this web address to access their new e-mail accounts: <http://noteworthy.rackspace.com>

Once you are on the site, under the "Choose an Account" selection, let your choice remain at "E-Mail Account".

Type in your full e-mail address and put in your password. Your Area Managers will be giving you your individual passwords very soon.

Example:

Tiffany would type in [ballt@nextcar.com](mailto:ballt@nextcar.com) in the space requesting the "E-Mail Address".

Krista Frost's would type in [kfrost@rentawreck.com](mailto:kfrost@rentawreck.com)

They would then type in their "Password" and click on the "Log In" button.

Once you get into your new e-mail account, you may go to the "Settings" section to change your password.

You may contact your managers, David Dehmel (240-581-1302) or Glenn Price (240-646-7151) for e-mail system concerns.

**EMPLOYEE ACCIDENTS**

ANY EMPLOYEE WHO HAS AN ACCIDENT WITH OUR VEHICLE MUST FOLLOW THE GUIDELINES AS EXPLAINED BELOW:

1. CALL THE POLICE AND TRY TO GET A POLICE REPORT IF POSSIBLE.
2. MAKE SURE YOU GET ALL INFORMATION FROM THE OTHER PARTIES INVOLVED, SUCH AS:
  - a) NAME OF PARTY/PARTIES INVOLVED
  - b) NAME OF OFFICER WHO WAS AT SCENE, JURISDICTION HE/SHE REPORTS TO, AND A PHONE NUMBER
  - c) TYPE OF VEHICLE OR PROPERTY INVOLVED
  - d) NAME OF INSURANCE COMPANIES AND POLICY NUMBERS
  - e) NAMES OF WITNESSES TO THE ACCIDENT WITH ADDRESSES AND PHONE NUMBERS
  - f) NAMES OF PARTIES INJURED
3. REPORT ACCIDENT TO YOUR IMMEDIATE SUPERVISOR
4. COMPLETE A VEHICLE INCIDENT REPORT (VIR)

GLASS AND TIRE DAMAGE MAY OCCUR TO COMPANY VEHICLES WHEN USED BY EMPLOYEES FOR APPROVED COMPANY BUSINESS. THESE OCCURANCES ARE NOT COUNTED AS EMPLOYEE ACCIDENTS AND WILL NOT BECOME THE FINANCIAL RESPONSIBILITY OF THE EMPLOYEE. HOWEVER, THE EMPLOYEE MUST STILL REPORT THESE OCCURANCES TO THEIR IMMEDIATE SUPERVISOR AND COMPLETE A VEHICLE INCIDENT REPORT (VIR).

PLEASE NOTE: NO MATTER HOW MINOR THE ACCIDENT MAY BE, IT STILL MUST BE REPORTED TO YOUR IMMEDIATE SUPERVISOR.

IF IT IS DETERMINED THAT THE EMPLOYEE IS AT FAULT, THE EMPLOYEE WILL BE RESPONSIBLE TO PAY THE DEDUCTIBLE AS LISTED BELOW:

- FIRST ACCIDENT: EMPLOYEE OWES UP TO \$300.00
- SECOND ACCIDENT: EMPLOYEE OWES UP TO \$600.00
- THIRD ACCIDENT: EMPLOYEE WILL BE RESPONSIBLE FOR ALL DAMAGES AND MAY BE TERMINATED FROM EMPLOYMENT

I \_\_\_\_\_ HAVE READ AND UNDERSTAND THE PROPER PROCEDURE FOR ACCIDENTS. I UNDERSTAND MY RESPONSIBILITY FOR REPORTING ALL ACCIDENTS. I ALSO UNDERSTAND THAT IF I AM AT FAULT, THE ABOVE-MENTIONED DEDUCTIONS ARE AUTHORIZED BY MY SIGNATURE BELOW TO BE TAKEN OUT OF MY PAYROLL CHECK(S).

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## EMPLOYEE BENEFITS PACKAGE

To all Full-Time employees:

The first three months of employment are considered probationary; however, after this period is completed you qualify for:

### HEALTH, LIFE, DENTAL AND DISABILITY INSURANCE

**Health, Life and Dental** are effective the first day of the month after completing your probationary period. We fund part of the health insurance premium and the employee pays a bi-weekly charge for their portion. This is automatically payroll deducted from each paycheck once your policy is in effect. **Life insurance** is provided for the employee at no expense to the employee.

After six (6) months of continuous full-time employment, employees enjoy the benefit of **Long-Term Disability** coverage. Again, this is provided at no cost to the employee.

After one year of employment you are invited to participate in our **401K Retirement Plan**. Within the limits set by the tax law you may make voluntary contributions that may be deducted automatically from your payroll check. Additionally, the employer may make contributions that go to the employee as vesting requirements are met.

Also, after one year of regular full-time employment you are entitled to one week of **Vacation** and two weeks of vacation after completion of the second and succeeding years. Vacation time does not accrue from year to year. So once you earn this benefit, you should take your vacation annually.

Our **Personal Time Off** (PTO) policy is based on length of service and is explained in detail in the attached Program Guidelines.

**Holiday Pay** is offered for the following holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

To receive holiday pay, employees must have worked their scheduled day before and their scheduled day after a holiday. The holiday must also be a regularly scheduled workday.

I \_\_\_\_\_ have read the above and I understand that it is my responsibility to complete any applicable enrollment documents necessary for employee benefit programs.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Eligibility:** Eligibility to use personal time off is limited to regular full-time employees, both salaried and non-salaried, including sales staff. Employees working less than 30 hours a week and temporary employees are not eligible for this program. Employees on a leave of absence and employees who have resigned or been terminated are not eligible to participate or be paid for accrued time.

Please review your pay stub carefully to help you manage the use of your employee benefits for eligible employees. You may also refer to the automated time-keeping system to view and track your Paid Time Off (PTO) Accrual information.

Paid Time Off for Vacation Time must be approved in advance by your supervisor or manager.

Seasons	Eligible Months	Consecutive PTO Vacation Days Allowed	Requirements
Non-Peak	January, February and March	Five (5) or more.	Available PTO Accrual with supervisor or manager approval.
Peak	April, May, June, July, August and September	Five (5).	
Non-Peak	October, November and December	Five (5) or more.	

**Carry Over:** Employees are permitted up to five (5) “carry over” - PTO Vacation days. “Carry over” days must be used before the end of the following March.

Paid Time Off (PTO) Accrual amount per pay period		There are generally 26 (52 divided by 2) bi-weekly pay periods each year	
Years of Employment	Hours of Vacation Time Accrual	Hours of Sick Time Accrual	Total Hours of Accrual
Hire - First Anniversary	1.538	0.615	2.153
Second Anniversary	1.538	0.615	2.153
Third Anniversary	3.076	0.923	3.999
Fourth Anniversary	3.076	1.230	4.306
Fifth Anniversary	3.076	1.538	4.614
Vacation and Sick Time are called "Paid Time Off" or "PTO HRS"			

# ASSOCIATE HANDBOOK



***Fitzgerald*** **AUTO MALLS**  
*FitzMall.com* *Always Low Price* *Since 1966*

# CHAIRMAN'S WELCOME

## To Our Associates:

Welcome to Fitzgerald Auto Malls. I am pleased you have joined us. The Fitzgerald Automotive Family has been in business since 1966 establishing a reputation of complete customer satisfaction and ethical business standards (see an example of our business philosophy on page 6). I started selling cars in the 1950's, building this company on the principles of honesty, hard work and excellence in customer treatment. Thus, I am proud to say you have come to an automotive company that continues to grow while it remains committed to its past principles of success. I hope you will be a member of our team for a long time.

You will also discover our company has advantages over our competitors, such as our exclusive Buyer's Protection Program, Loaner Car Program, and our posting of one price on all new and used vehicles. We think vehicle sales should be done in a "no haggle" and respectful fashion, a concept to which our Sales Team is committed.

We are very proud of our service and parts departments as well. Cars and trucks today are highly complex machines, and our service technicians, service advisors and parts department associates are accomplished professionals who keep our customers happy. Our company is also composed of administrative and support staff whose work is equally important in our effort to maintain a high level of customer service.

In 2003 we became the first Automotive Group in North America to achieve certification to an international standard for quality, ISO 9001:2000. Our associates worked together using Process Based Management (PBM) to organize ourselves around the customer's experience.

I am happy you have joined the Fitzgerald Automotive Family and confident that your commitment will help contribute to our continued growth and success.

Sincerely,



John J. Fitzgerald, Jr.  
Chairman

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## Purpose of this Handbook

As an associate of the Fitzgerald Automotive Family (Fitzgerald), you will want to know what you can expect from us and what we expect from you. This Associate Handbook is designed to acquaint you with our company and to serve as a ready reference to answer many of your questions regarding employment with us. You should keep your Associate Handbook as a guide throughout your employment here. If you have any unanswered questions, contact your supervisor or department manager. They will be happy to assist you.

The Associate Handbook will prove to be a valuable tool. However, be aware that the contents represent only a summary of some the Fitzgerald Auto Malls associate benefits, personnel policies, and employment guidelines. For insurance and 401K benefits, refer to the current insurance or 401K plan documents.

The Associate Handbook supersedes the previous Handbook and all previous policies, procedures and practices that may in any way be inconsistent with the contents of this handbook. As new information or changes are generated, you will receive updates for insertion into your Associate Handbook. Be sure to read all new material and place the updates in your handbook to ensure you have an accurate reference for future use.

Finally, no portion of the Associate Handbook is or should be construed as creating any kind of “employment contract”, since Fitzgerald Auto Malls reserves the right to add, change, or delete benefits or policies as it deems necessary, without prior notice. Further, employment with our company is at will. This means that your employment is for no definite duration, that you are free to end your relationship with us at any time without cause or notice and that we reserve the right to do the same. Please understand that no one at our company has any authority to change this status except our Chairman who may do so by signing a formal contract document.

## Fitzgerald’s Mission

Our purpose is to meet the transportation needs of individuals, their families, businesses, their owners and the franchisers we represent in the communities where our stores are located as well as on the internet.

We will remain passionate about creating positive long-lasting relationships with our customers. We build these relationships by tapping the knowledge, ideas and energy of our associates to deliver customer service and value that exceed anything past or present.

We believe that dealing in good faith is the worthiest of goals. We recruit, develop and retain associates of exceptional character and dedication by providing a positive and respectful work environment, operating to provide sound fiscal growth and demonstrating our commitment to be a good corporate citizen.

# Fitzgerald Auto Mall Quality Policy

Fitzgerald Auto Mall has developed a Quality Policy to capture our thoughts and imagination. Every process that we've developed puts the customer in mind and is measured against our pursuit of our Quality Policy:

“Fitzgerald Auto Mall establishes and maintains successful business relationships with all our customers through our associates. We strive to continually improve the effectiveness of the Fitzgerald system for satisfying customers, which include our sales, service and parts processes.

Our organization is committed to achieve excellence, in our customer's view, while fulfilling our responsibilities to our community, associates, and franchisors and to all with whom we do business.

An excellent customer experience is achieved through the efforts of all members of Fitzgerald Auto Mall, working together.”

## Quality Objectives

To complement our Quality Policy, which is somewhat intangible, we have established Quality Objectives that provide us with a clear organizational focus. Our Quality Objectives include:

1. Build customer loyalty through excellent customer service.
2. Be a leader in providing community service in our market area through our child safety seat and child ID programs.
3. Maintain financial stability in order to achieve our objectives in serving customers, our community and future growth opportunities.

## Fitzgerald's Goal

Our goal is to achieve excellence, in our customer's view, in service and sales while fulfilling our responsibilities to our community, associates, franchisors, and to all with whom we do business.

# Fitzgerald's Business Philosophy

One of the most influential business leaders in modern times was legendary business executive Harold Geneen, commander-in-chief of one of the most complex corporations in the world, International Telephone and Telegraph (ITT) company. Geneen subscribed to the belief he discovered as a young salesperson himself in a book published in 1918 called *A Handbook of Salesmanship Principals* by Norval Hawkins, the first sales manager for Ford Motor Company. That belief was that “to be a good salesman, essentially, you had to be a good man.” It was not the clothes or the sales pitch which made one a good salesman; it was the man himself who gained the confidence of the customer. Hawkins said that a successful salesman had to be “as clean as a hound’s tooth in body, mind, and spirit. He had to be honest and straight.”

Our business philosophy at Fitzgerald Auto Malls embraces this principle for all Fitzgerald associates. Our philosophy is simple. We are all ladies and gentlemen providing service to ladies and gentlemen with respect and dignity. We believe that in order to be good at our work we must first be good people. We also believe that each and every one of us has the responsibility for creating a positive environment for all of us at work. Together we are responsible for making Fitzgerald the best place to work.

Harold Geneen, believed that the success of a company is not all about analysis and data. A company can become great if it has the emotional commitment of its people.

*“The key, essential element in all good business management is emotional attitude. The rest is mechanics. As I use the term, management is not a collection of boxes with names and titles on the organizational chart. Management is a living force. It is the force that gets things done to acceptable standards—high standards, if you will. You either have it in a company or you don’t.” – Harold Geneen*

We are all part of that living force at Fitzgerald Auto Mall. It’s important for every associate to have the emotional commitment to provide the best service possible for our customers.

*“A vision without a task is but a dream. A task without a vision is drudgery. A vision with a task is the hope of the world.” – Bubba*

It is also important that your vision of your work life is consistent with the Fitzgerald business philosophy. Please take a few moments and ask yourself the following questions. To embrace the Fitzgerald business philosophy your answer to each of these questions will be “YES”.

- *Do I always tell the truth?*
- *Do I believe that I have the ability to respond to whatever life hands me?*
- *Do I believe that I am responsible for my own success or failure?*
- *Do I believe that I must first be a good person to be a good salesperson, parts, service or administrative person?*

- *Do I sincerely try to think positive thoughts about people?*
- *Do I avoid telling disparaging jokes about other people?*
- *Do I sincerely try to avoid vulgar language always?*
- *Do I always try to treat everyone with respect and dignity regardless of gender, race, physical, social or professional status?*
- *Do I try to be a good listener?*
- *Do I listen to constructive criticism?*
- *Am I considerate of others?*
- *Do I use the words “please” and “thank you” a lot?*
- *Do I smile a lot?*
- *Do I believe that we are all responsible for creating a happy environment at work?*
- *Do I really care?*
- *Do I accept responsibility for doing my part?*
- *Am I truly committed to my work here?*
- *Do I believe in community service as a good corporate citizen?*

## **Fitzgerald Management System (FMS)**

*Fitzgerald has developed the Fitzgerald Management System (FMS) for the benefit of all our customers and our associates. The FMS is a Quality Management System registered under the standards of ISO9001: 2000. In order to achieve this registration, several core elements are required of our company:*

- *Customer Focus*
- *Continual Improvement*
- *Internal Audit*
- *Corrective & Preventive Actions*

Each department of our organization manages their part of the operation by processes that provide the framework for achieving particular outcomes. In order to benefit our customers, processes cross the traditional boundaries that exist between departments. Exceeding the expectations of customers requires all associates to work together, not just a particular department.

The FMS is stored in electronic version on the intranet at each location. You can reach this intranet by typing “jjfserver” in the address line of a web browser when at a terminal in any of our locations. Once that is complete, simply click on the heading to the left of the screen titled “Fitzgerald Management System” to bring up processes that are documented in flow chart form and work instructions. Your manager will provide assistance to gain access to the intranet.

# THE ASSOCIATE RELATIONS PROGRAM

## *Associate Relations Philosophy*

The Fitzgerald Automotive Family stresses the importance of the relationship between associates and management. Because of this, the organization has established an Associate Relations Program administered through the management team at your location in collaboration with the Human Resources Department. As a Fitzgerald associate, you have the freedom and responsibility to discuss any suggestions or concerns you may have, and you should expect a fair and honest answer in return. We strongly urge you to make your supervisor or manager aware of any concern or problem you have or of which you are aware. If you prefer to discuss anything directly with your General Manager or the Human Resource Department, you are encouraged to contact them. Human Resources can be reached locally at (301) 770-7283 or for locations out of state, toll free at (877) 770-7283.

Fitzgerald's Associate Relations Program has been established on the following principles:

- A pay and benefits program that is competitive within the industry.
- A work environment in which people are treated as individuals and are considered for employment and career advancement based on their skills, job performance, and potential to advance without discrimination based on gender, race, color, religion, national origin, age, disability, veteran status, or any other impermissible criteria.
- An employment policy of hiring and promoting the most qualified candidate.
- Open lines of communication to keep associates informed of significant developments, particularly those that affect them.
- Recognition of associate dedication and service.
- Encouragement and opportunity for associates to come to management with problems and questions and suggestions.
- Associate rights are highly respected, and the practice of courteous and fair treatment is honored.

As stated in our business philosophy on pages six and seven, associates at all levels are responsible to help create a happy work environment for each other.

## *Our Employment Relationship*

At Fitzgerald, we believe in teamwork with open, honest dialogue and complete respect for individual dignity. We believe that you will achieve more if you are adequately trained and if you know what is expected of you. We encourage you to be open and honest with your supervisor/manager about any matters relating to your responsibilities and to suggest changes for improving our organization.

## ***Company Hot-Line***

While you are encouraged to make your supervisor, manager or general manager aware of any concern or problem you may have, there may be situations when you prefer to contact the company Hot Line. Your call may relate to violations of company policy (e.g. discrimination or harassment) or other situations that you feel should be brought to the attention of the company. In the event you would like to bring something to the attention of the company, please feel free to call the toll free company Hot-Line at (877) 770-7283. These calls will be handled and responded to by the Director of Human Resources who can also be reached at (301) 770-7283. If the Director of Human Resources is unavailable, please leave your name and phone number. Your call will be returned promptly and confidentially.

## ***Your Supervisor/Manager***

Your supervisor/manager is your direct link with Fitzgerald's management. You are responsible for discussing with your immediate supervisor any questions you may have regarding your work, as well as Fitzgerald policies, benefits and programs. Your supervisor/manager should welcome your ideas and suggestions. If you know of a better way of doing a job, let your supervisor know. If you have any concerns, we ask that you discuss them with your supervisor as well. He or she may be able to suggest a solution to your concern or refer you to someone who can help.

## **New Associate Orientation**

Your supervisor or manager is responsible for providing you with an appropriate orientation to Fitzgerald Auto Malls and training that will be necessary for you to perform your job. The orientation is a formal welcoming process that is designed to make all our new associates feel comfortable, be informed about the company, and prepared for their position. New associate orientation may be conducted by a Human Resource representative initially, or a supervisor. This orientation includes an overview of the company history, an explanation of the company's core values, Quality Policy, mission and company goals including Quality Objectives. In addition, new associates will be given an overview of benefits, tax and legal issues and complete any necessary paperwork during this general orientation to the company.

At the time of your department orientation with your supervisor you will be presented with codes and keys as appropriate for your position, and any process/work instructions needed to navigate within the workplace. Your supervisor will introduce you to staff throughout your location, review your job responsibilities and the scope of your position, explain the introductory period and help you get started on specific functions. If you have any questions regarding your job duties, please speak with your supervisor or manager.

## ***When You Have Concerns on the Job***

The Management staff recognizes that associates may not agree with all of the decisions affecting them or the organization. When you disagree with a management decision, management provides you with the opportunity to have your concern discussed, addressed and resolved. The following steps provide all associates with the opportunity to have their concerns addressed by succeeding levels of management.

### **Step 1**

If you have a concern, please discuss it with your supervisor or manager. During this discussion, please be honest with your supervisor who will listen in a friendly and courteous manner because it is his or her responsibility to discuss and help address your concerns. In most cases, you will be able to address your concerns at this level.

### **Step 2**

If you are unable to resolve your concerns with your supervisor or manager, please see your General Manager. The General Manager will meet with you, obtain all the necessary information regarding the issue from you, and help address your concern in a fair and equitable manner. If you are not comfortable with the suggested solution, you may call or request a meeting with Human Resources, who can be reached locally at (301) 770-7283 or for all locations out of state, toll free at (877) 770-7283. In most cases, concerns not resolved at Step 1 will be resolved at Step 2.

### **Step 3**

Human Resources will discuss your concern with you and all others involved, and after carefully reviewing the facts and circumstances, will provide a suggested solution to your concern.

### **Step 4**

If even after all the above steps you've been unable to resolve a concern, you can confidentially write to either Dottie Fitzgerald or Rob Smith at 11411 Rockville Pike, N. Bethesda MD 20895, or contact them via email at either: [dottie@fitzmall.com](mailto:dottie@fitzmall.com) or [Rob Smith robsmith@fitzmall.com](mailto:Rob Smith robsmith@fitzmall.com).

This process allows every associate the opportunity to discuss his or her concerns with increasing levels of Fitzgerald management. This process has been established to ensure that all associates have the opportunity to have their concerns fully reviewed and considered. It is important to note that all associates, including supervisors, have the right to use this process and that no adverse action will be taken against them for using it. The purpose of this process is to ensure that all Fitzgerald associates are treated fairly.

## Our Associate Standards

In an effort to provide a safe and efficient business operation, as well as to promote a comfortable and pleasant working environment, our company maintains associate standards that you are expected to meet. Rules are limited to the minimum necessary. Our company relies on the good judgment and common sense of our associates whenever possible. To provide guidance, we will give you some examples of our expectations. If you need further guidance about how to handle a given situation, consult with your supervisor before you act.

If you fail to meet our standards and in our judgment disciplinary action is required, it may take the form of any of the following actions:

- Verbal counseling
- A written warning or reprimand; or
- Probation;
- Suspension from work without pay;
- Suspension subject to discharge;
- Discharge.

Please remember that Fitzgerald Auto Malls is not required to use any particular disciplinary action prior to discharging an associate. Fitzgerald Auto Malls reserves the right to select any of these actions at any time, as deemed appropriate at the company's discretion. The nature of the disciplinary action will depend upon the conduct of the associate, regardless of whether specified in this handbook, and all the circumstances that are determined to be relevant. By outlining the options above, Fitzgerald Auto Malls does not give up or limit its right to discharge an associate for any reason at any time, with or without notice. Any decision made concerning discipline is final and binding on all concerned.

If you do receive the benefit of associate counseling through disciplinary action, be sure to take advantage of the opportunity to learn from the experience and improve your performance. Our company guidelines concerning associate standards include, but are not limited to, those discussed in the following sections of this Associate Handbook.

### ***Do Not Commit Serious Offenses***

As noted earlier in this handbook, your common sense will usually provide a guide as to what conduct is appropriate in most circumstances. There are, however, certain serious offenses that may compel the company to take immediate and severe disciplinary action up to and including discharge without any prior counseling or warning. Some examples of this conduct include, but are certainly not limited to, the following:

1. Failure or refusal to follow the instructions of a supervisor, unless those instructions are in opposition to Fitzgerald's business philosophy of an honest and forthright approach to all business dealings;
2. Insubordination;
3. Sleeping during working hours;
4. Theft, misappropriation, unauthorized possession or removal of customer or company property (including, without limitation: documents, files and copies thereof) or the property of others;

5. Fighting or otherwise threatening, intimidating, coercing or interfering with customers, supervisors, associates, or others;
6. Using obscene, profane or abusive language toward customers, supervisors, co-workers, or anyone else on the premises;
7. Punching the time card/clock or signing in or out for another associate or permitting anyone to do the same for you;
8. Gambling or disorderly conduct while on company property or business;
9. Unauthorized possession or use of explosives, firearms or other weapons while on company premises (including vehicles) or on company business;
10. Excessive absenteeism, tardiness, leaving work early or any similar violation;
11. Failure to report an absence of two days duration or longer, or failing to return from layoff within two days of recall;
12. Unauthorized use of a customer, associate, company or other vehicle;
13. Failure to satisfactorily perform your job;
14. Failure to notify your supervisor promptly when you have completed work assigned to you;
15. Incompatibility with customers, associates, supervisors, or company management;
16. Negligent use or care of customer, associate, or company property;
17. Violation of any safety, health, fire prevention or safety rule, policy, practice or procedure, including but not limited to Federal, State and local laws and regulations such as FTC guidelines, IRS guidelines, etc.;
18. Performing your job in a manner that might or does cause injury to a person or damage to property, machinery, equipment, supplies or other property of the company or others;
19. Violation of any provision of our Equal Employment Opportunity policy, specifically including but not limited to acts of sexual or racial harassment;
20. Possession, use, being under the influence of, consuming, using, transferring, selling or attempting to sell or purchasing or attempting to purchase any form of alcohol during your work day regardless of whether on duty, on company business, or on company premises;
21. Possession of, having present in the body system, being under the influence of, using, consuming, transferring, selling or attempting to sell, purchasing or attempting to purchase controlled substances or other illegal or unauthorized drugs or drug paraphernalia during the work day regardless of whether on company business or premises, or any violation of our substance abuse policy. The taking of a prescribed drug under the direction of a medical practitioner while acting in the course of his or her professional practice and to the extent the prescribed drug is used at the prescribed or authorized dosage level and such level is consistent with the safe performance of your duties is permitted;
22. False, fraudulent, misleading or harmful statements or omissions concerning another associate, our company or its customers or any other statements harmful or disloyal to our company.
23. False, fraudulent, misleading or harmful statements or omissions concerning or relating to your employment application or any other information provided to or requested by the company, as well as any failure to provide such information promptly;

24. An arrest or any other form or type of criminal charge or conviction, depending on the particular circumstances of the offense charged, including but not limited to our judgment as to the potential risk to safety or health of other associates or the safety or security of our premises or property on the premises, property or person of our clients, contractors and the public; and
25. Accepting or engaging in any outside employment with a competitor of our company or competing in any other manner with our company's business, as well as conducting or attempting to conduct any outside business while on our company's time or premises, including the unauthorized use of company materials, tools, machinery, information and equipment for such purposes.

Because this list cannot detail every circumstance constituting serious misconduct, it cannot and should not be considered as outlining the only offenses that could result in immediate termination. You should feel free to discuss with your supervisor any questions you might have about these or any other associate standards as they relate to your conduct while with our company. Please remember that nothing alters your at-will relationship with our company as described in this Associate Handbook.

### ***No Harassment Policy***

Fitzgerald Auto Malls is an equal opportunity employer and does not and will not tolerate discrimination or harassment on the basis of race, gender, religion, national origin, sexual orientation, citizenship, age, marital status or physical or mental condition resulting in disability. Harassment on the basis of such personal characteristics is unlawful discrimination. Harassment can include, but is not limited to, verbal conduct such as slurs, jokes, remarks or innuendo, physical conduct and/or the creation of a hostile working environment by behavior which disparages the race, sex, religion or other characteristics of an individual.

Like other forms of unlawful discrimination, Fitzgerald Auto Malls does not tolerate sexual harassment in the work place or in a situation that is work-related. Sexual harassment by co-workers, as well as by supervisors, is prohibited by law. All supervisors and associates share the responsibility for fostering a work place in which associates treat each other with dignity and respect.

#### **Sexual harassment includes:**

1. Uninvited or unwelcome sexual advances;
2. Requests for sexual favors, or other acts or words of a sexual nature, accompanied by a promise of favorable job treatment or a suggestion that rejection of the sexual words or conduct would adversely affect the associate's terms and conditions of employment;
3. Any words or conduct of a sexual nature that has the purpose or effect of interfering with an associate's performance of his or her job duties, or which creates an intimidating, hostile or offensive working environment.

*Examples of behaviors that are typically unwelcome and personally offensive to associates are:*

- (A) Repeated sexual flirtations, advances or propositions;
- (B) Repeated remarks of a sexual nature, crude jokes, graphic or degrading comments about an associate's clothing or appearance, or the display of sexually suggestive pictures or objects;
- (C) Uninvited or non-consented touching, including patting, pinching, or repeated brushing against another's body.

Social encounters or relationships to which both parties consent and well-intended compliments are not sexual harassment. Associates are cautioned, however, that such conduct, particularly statements concerning an individual's physical appearance, may be subject to misinterpretation. All Fitzgerald Auto Malls associates will treat customers and each other with the utmost respect and dignity at all times.

If you are the subject of conduct or harassment of any kind by an associate, customer, or vendor, which you believe is offensive or degrading, tell the harasser that you find the conduct offensive. If it does not stop at once, you should report it immediately to the comptroller, director of operations, or office manager of your company, or alternatively, to Rose Jernigan, Dorothy Fitzgerald, Rob Smith, Bill Cash, or Jack Fitzgerald of JJF Management at (301) 881-4000. If you witness conduct by another which you believe may constitute harassment, you should discuss the situation with one of the before mentioned people.

*Any associate who reports an incident of possible harassment or discrimination is assured:*

- (A) There will be no retaliation for making such a report.
- (B) The management will investigate the allegation.
- (C) If it appears that this policy has been violated, the offender will be disciplined, or other preventive measure will be taken.

Every effort will be made to conduct the investigation in a manner that will protect the privacy of all concerned. Engaging in such conduct will subject an associate to disciplinary action, up to and including, immediate discharge.

Do not assume that the company is aware of any incident of discrimination or harassment. All associates share the responsibility to bring complaints or concerns about discrimination or harassment to the company's attention so that efforts can be made to resolve the problem.

## **Introductory Period**

All new associates are employed for a 90 calendar-day introductory period. During this time period, your supervisor/manager will discuss what is expected of you and will evaluate your performance as you progress through this period. At the same time, you will begin the opportunity to adjust to Fitzgerald, fellow associates, customers and your new job. Your employment may be terminated at any time during the introductory period, should your performance prove to be marginal or unsatisfactory. Neither this introductory period nor successful completion of the introductory period alters that at-will status you enjoy with our Company. Please consult your supervisor/manager if you have any questions about your introductory period.

## No Solicitation Policy

Solicitation of associates during working time by or on behalf of any individual, organization, club, or society is prohibited. The distribution of any literature, pamphlets, or other material in the work area is likewise prohibited. This means associates may not solicit while they are engaged in the performance of work tasks nor may associates engaged in the performance of work tasks be solicited. Our no solicitation policy is enforced in accordance with applicable law.

## Associate Communications

Communications are crucial to keeping associates informed. In addition to daily discussions with your supervisor, Fitzgerald Auto Malls provides meetings to add to these daily discussions that you may be required to attend. Information shared during these discussions and meetings includes business updates and operational changes, as well as opportunities for your comments, questions, and suggestions. Additionally, mailings are sent from our chairman, Jack Fitzgerald, directly to your home. There are times when you may find notices or bulletins in the envelope with your payroll check or stub if you have direct deposit. Please take a moment to read these items as they contain information about our company. This communication is provided to you so you will have up-to-date information in a timely manner. You should always feel free to speak to us about any questions you might have concerning the contents of these notices and bulletins.

## Associate Suggestions

Your suggestions are welcome at all times. Your supervisor and manager are interested in your opinions and ideas about how to improve operations within the organization. In fact, our practice of Process Based Management at Fitzgerald Auto Malls requires continual improvement. Additionally, the intranet at <http://jjfserver> is a terrific resource for sharing your ideas and suggesting ways to streamline processes. Please feel free to discuss your ideas with your supervisor or manager. You may also call or write Jack Fitzgerald, Rob Smith, Bill Cash, or Dorothy Fitzgerald at JJF Management Services, Inc. 11411 Rockville Pike, N. Bethesda, MD 20895, (301) 881-4000 with any suggestion you might have. JJF Management Services is responsible for helping to manage Fitzgerald Auto Malls.

## Language

At Fitzgerald Auto Malls we are thrilled to have associates with abilities to speak many different languages. While we encourage diversity of language, it is important to recognize that English is the primary language that will be used whenever there is a business need. This will include times such as:

1. For communications with customers, co-workers, or supervisors who only speak English.
2. In emergencies or situations in which workers must speak a common language to promote safety.
3. For cooperative work assignments in order to promote efficiency.
4. To enable a supervisor to monitor the performance of an associate whose job duties require communication with co-workers or customers.

## Bulletin Boards

Bulletin boards are located in each of the locations. We may use them to post announcements, notices, instructions, and other important information. It is important you check the bulletin board daily and comply with all posted instructions.

## Promotions and Transfers

Fitzgerald Auto Malls believes in career advancement for its current associates and attempts to promote from within the company. While Fitzgerald Auto Malls reserves the right to hire the most qualified individual from any source, associates are encouraged to take advantage of in-house opportunities to move up within the company.

Any qualified Fitzgerald associate will be given equal consideration, together with other qualified candidates from outside the company, for transfers and promotional opportunities.

If you meet the minimum qualifications for the position, you will receive consideration for the job.

## Equal Employment Opportunity

Fitzgerald Auto Malls is an equal opportunity employer. As such, Fitzgerald recruits, advertises, employs, promotes, transfers, terminates and conducts all of its associate relations activities without regard to race, color, religion, national origin, age, gender, physical or mental disability, sexual orientation, marital status, veteran status, or any other status protected by applicable law. All of our personnel policies and practices are administered in a non-discriminatory manner without limitation to compensation, benefits, training, and education.

## WHAT FITZGERALD AUTO MALLS EXPECTS OF YOU

As a Fitzgerald associate, you are expected to use your education, training, and abilities, as well as your good judgment and common sense, to the fullest. Each associate is expected to help us meet our principal goal – providing the best quality service to all of Fitzgerald’s customers. We realize that no one person can meet this goal alone – this is why Fitzgerald encourages a teamwork approach.

*As part of the Fitzgerald team, you are expected:*

- To make a sincere effort to contribute to a pleasant working environment;
- To treat your fellow associates with dignity and respect; and share the Fitzgerald Business Philosophy outlined on page six of this handbook;
- To do your job to the best of your ability;
- To offer and receive constructive comments and suggestions on how you can improve your performance;
- To approach your work with a positive attitude and a desire to do the best job possible; and
- To comply with the contents of this Handbook as well as with other policies, procedures and practices affecting your employment.

### ***Drug Free Workplace Position Statement***

In an effort to address the problems of substance abuse; to ensure the safety of the work environment, associates, and customers; the non-prescription use, sale, possession, distribution, dispensation, manufacture, or transfer of controlled substances or alcohol on company property or elsewhere is strictly prohibited. In addition, the use, sale, possession, distribution, manufacture, or transfer of controlled substances or alcohol on non-working time to the extent that such actions impair an associate’s ability to perform his or her job, or affect the reputation of the Fitzgerald Auto Malls within the general public, or threatens its integrity, are prohibited.

Fitzgerald acknowledges that substance abuse is a serious and complex but sometimes treatable condition/disease that may negatively affect the stability of the organization. The fact that an associate has an alcohol or drug problem is not automatic grounds for termination. Associates are, however, strongly encouraged to seek programs of their choice before such problems affect job performance or result in on-the-job incidents.

Fitzgerald offers all associates information about the dangers of drug abuse in the workplace. Please contact the Human Resources Department if you have any questions.

*All associates are expected to:*

- Agree to abide by the Policy on Controlled Substances and Alcohol Abuse;
- Agree to notify the Human Resources Department within five days of conviction for any work-related drug violations;
- Understand that the development of performance problems associated with substance abuse or the violation of the Policy on Controlled Substances and Alcohol Abuse will result in disciplinary action, up to and including termination;
- Take responsibility for seeking treatment from available sources for substance abuse/dependency prior to being compromised in the work environment.

## ***Parking***

Each Fitzgerald Auto Mall location has varying requirements regarding where associates park their personal vehicle and company demonstrators. All associates must park their vehicles in areas designated by senior management at the location where they work.

If you are visiting another dealership, it is expected that you will not park in areas assigned for customer parking unless you are purchasing a vehicle yourself or are having your vehicle serviced.

## ***Severe Weather Emergencies***

You are expected to be available for work during a severe weather emergency and to make every effort to be present for your scheduled shift. While it is not Fitzgerald's intent to require you to take risks that may endanger your safety, you are expected to plan for the additional time that may be needed to travel to work in the event of a severe weather emergency. If you are unable to arrange for transportation, please call your supervisor immediately.

## ***Protection of Valuables***

Our insurance does not cover the loss of your personal belongings and we cannot be responsible for their security. Please exercise caution in the handling of your personal belongings.

## ***Name Tags***

During your first week of work, all associates will be issued a nametag. Your nametag is important because it is a symbol that you are an associate and helps inform our customers that you can help them. Please wear your nametag at all times while at work. Should you lose your nametag or if it has worn out, please send an email to [nametags@fitzmall.com](mailto:nametags@fitzmall.com).

## ***Uniforms***

Associates who are issued uniforms will be responsible for 100% of the current prevailing charges for their uniforms from Fitzgerald Auto Malls' supply company. Upon termination, you must return all uniforms to your manager. If you fail to return your uniforms upon termination of your employment you are fully responsible for the cost of the uniforms that were issued to you.

## ***Standards of Appearance***

Fitzgerald strives to maintain a very high standard in personal appearance and dress. As an associate, you represent the organization. Therefore, it is important that you present a well-groomed appearance at all times and that you dress appropriately for your position. We prefer to rely on every associate's good judgment to dress appropriately for business. This means associates should avoid extremes in dress. Flashy or revealing clothing and other non-business like clothing are unacceptable.

Each department performs different tasks and, therefore, it is up to each department manager to determine what is and is not appropriate attire for that department. If you wear a uniform, please be sure it is kept clean and neat, and shirt tails are tucked in at all times. Associate's who do not meet these standards may be sent home without pay.

## **Computer Systems – Policy Guidelines**

Fitzgerald Auto Malls has a strong commitment to technology and provides a wide range of information technology systems and services. Associates are provided with systems and software that are necessary to complete their work assignments.

### ***General Use Guidelines***

The mainframe computer terminals, personal computers, and associated software are the property of Fitzgerald Auto Malls. Associates are not permitted to use their terminals, PC, or the company local network for personal use, personal gain or profit.

Associates are not permitted to install any hardware or install or execute any software products on their desktop systems that have not been approved by the Information Technology Group. Associates are not permitted to maintain any computer files on either floppy diskettes or other media without the permission of the Information Technology Group. If a document is sensitive, associates should adjust the permissions on the files or use a password.

### ***System Security Guidelines and Unauthorized Uses***

Associates are responsible for following procedures that avoid compromising systems security. These procedures include establishing passwords that are not easily uncovered and not disclosing passwords to anyone for any reason. Each associate is responsible for all computer related activities under his or her password.

Associates shall not use any additional passwords or encryption methods, or access another associate's files without explicit authorization. Associates should not attempt to gain access to another associate's e-mail messages without permission.

### ***Social Media/Social Networking Policy***

Social media; and social networking; has changed the way people work, exchange information and exchange ideas. It is in Fitzgerald Auto Malls best interest to reasonably participate in various forms of Social Media in

an effort to better serve our Customers, Communities, Vendors and Associates. There follows our policy and guidelines for Fitzgerald Associates who participate in Social Media and networking:

## **Policy and Guidelines**

- Know and follow our standards for Associates as stated on our company's Associate Handbook when participating in personal or our business related social media and networking.
- Remember that what you personally publish or post to a blog, wiki, social media platform, or an online social network should not adversely impact Fitzgerald Auto Malls and the Fitzgerald automotive family.
- Social media platforms such as Facebook are not allowed for inter-company communications.
- When participating in a personal social media platform or network, be clear that you are not an official spokesperson of our company. Personal social media platforms and networks should not be used to communicate with our customers and vendors.
- Access to social media platforms and networks while at work will be limited and granted on a case-by-case basis for business activities only. Facebook as an example can be a "time sink" that could prevent you from completing your daily work related duties.
- When participating in our company's social media and networking activities ensure that your content is consistent with our standards. This will include having content cleared by a supervisor, or a person(s) in the company who is responsible for our company-branded social media and network content.
- Always ask for clarification from a supervisor if you are not clear on what is acceptable in terms of social media participation.
- We respect the legal rights of our Associates. In general what you do on your own time is up to you. However, Associate's activities that can impact Fitzgerald Auto Malls business interests and quality policy are a proper focus of company policy and procedure.

## ***Electronic Mail System (e-mail) and Internet Usage***

The company electronic mail ("e-mail") system is intended to facilitate business communications only. Although each enrolled associate is provided with an individual account, all messages composed, sent, or received on the e-mail system are, and remain the property of Fitzgerald Auto Malls. The company reserves the right to monitor, access, and disclose as necessary all messages sent over its e-mail system, without regard to content. Effectively, e-mail communications will be treated like any other official company record, e.g., memo with company letterhead.

## ***Personal Use of E-mail/Internet***

The e-mail and Internet system is to be used for business purposes only and will be subject to the same ownership, review and content rules as all other business communications. Associates are prohibited to use the e-mail/internet system for any personal use including commercial ventures, religious or other personal causes, or any other outside non-job-related solicitations or use. Associates are prohibited from being involved in any way with using the Internet for illegal activities, text and/or graphic-based sexually explicit images, messages, jokes or cartoons, use of ethnic or religious slurs, racial epithets, or anything that may be reasonably construed as harassing or disparaging to others. Additionally, associates should not download or install any software available from Internet hosts unless the Information Technology Group has previously approved it.

Fitzgerald Auto Malls routinely monitors individual Internet usage, including sites visited and the amount of time logged on.

### ***Content of E-mail Communications***

Fitzgerald Auto Malls strives to maintain a workplace free of harassment and is sensitive to the diversity of its associates. Therefore, the e-mail system is not to be used in any way that may be seen as insulting, disruptive, or offensive by other persons. This includes any messages that contain sexual implications, unwelcome propositions of love letters, foul language, off-color jokes, ethnic or racial slurs, or any other message that can be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin or religious or political beliefs.

The e-mail system shall not be used to send or receive copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization. Other disallowed e-mail communications include chain letters, political activities, solicitations, advertisements, and attaching unapproved files.

Email is not a confidential or secure means of electronic communication. Because personnel and human resources issues are confidential, and must be treated as such, it is the company's policy that e-mail not be used for the communication of any sensitive personnel issues. Communications regarding personnel or human resources issues should be conducted via a written confidential memo, a phone call, or an in-person discussion.

Inappropriate use of the e-mail/Internet system, through personal use, or use in violation of existing laws or Fitzgerald Auto Mall policies, may result in disciplinary action up to and including termination of employment.

## **No Smoking Policy**

To safeguard the health of our associates, customers, and in order to comply with laws of local jurisdictions, Fitzgerald prohibits smoking inside all Fitzgerald buildings. If you wish to smoke, you may do so outside the building in areas that are not frequented by customers. Smoking is also prohibited in all Company vehicles including all Company demonstrators.

## **IMPORTANT REGULATIONS**

### **Confidential Information**

It is your responsibility to know that only authorized Fitzgerald associates can release any customer or associate information. Release, distribution, misuse, removal or the attempted removal of any lists, records, confidential information, including but not limited to both customer and business information of any nature, including passwords, is prohibited and will subject the associate to appropriate disciplinary action up to and including immediate termination.

### ***Safeguarding Customer Information Policy***

Identity theft is likely the fastest growing crime in the United States. Because automobile dealerships routinely collect, process, disclose, administer, and store confidential personal information about customers, they are vulnerable to this type of illegal activity.

Confidential personal information is defined as personal information about a customer that is not available to the general public. Such information includes bank account and credit card numbers, personal income and debtor information. Information of this type is routinely provided on credit applications and other documents produced by the sales department and processed by personnel working in the business office.

Effective May 23, 2003, the Federal Trade Commission began enforcing the Safeguards Rule, which requires automobile dealers and other institutions to establish specific procedures and policies to protect customer's confidential personal information. The requirements are well defined and of the type the government actively enforces. Such being the case, each associate should be aware of his or her role in complying with the federal rules as implemented by the company.

### **1. Establishment of Secure Document Areas**

Under the policy implemented by the company, the business office, F&I office and Cashier Areas are designated as Secure Document Areas. Only personnel trained to handle confidential personal information will have access to these areas.

The purpose of this rule is to limit the number of people who have access to information that the government requires the company to protect. The individuals who will handle confidential personal information will be trained on their duties and responsibilities. If you are not on the roster of those approved to enter a Secure Document area you are not permitted to access those areas and should see a manager if you need information for a business reason from those areas.

### **2. Limited Access Computer Terminals**

Firewalls are being established to limit access to data containing confidential personal information. However, steps are being taken to ensure that the information you need to perform your duties will be available.

### **3. Document Controls Required**

You will still have access to deal folders if needed to perform your duties.

Individuals requiring access to documents that are listed as confidential personal information – such as credit applications, bank call-back sheets, insurance applications and related documents – should make a specific request of the information to an individual authorized to handle confidential personal information. The requested information (not a copy of the document that contains it) will be provided as needed.

The information contained on a customer's driver's license and proof of insurance card is confidential personal information and must be handled by a Secure Document worker and placed either in a deal file if a deal is made, or shredded after the name and address information is captured into our lead management software for tracking purposes. For test drives, copies of driver's licenses must be left with a sales manager at the sales tower who must secure the information until returning, when the information can be dispositioned appropriately depending on if a sale is completed. Working "deal" documents must be secured at all times.

It is important to note that lists such as those containing customer information in the aggregate, that have identifying data with addresses, phone numbers and type of vehicle purchased, is also considered to be confidential personal information and will be treated as such.

#### 4. Vigilance is Asked of All Associates

You are asked to be on the alert for documents containing confidential personal information, or files containing such documents, that are in an unsecured area. If such items are found, they are to be turned over to the business manager or his or her assistant.

You are also asked to be on the alert for any suspicious activity on the part of another person or group who asks you to provide, or secure on their behalf, information that would result in the unauthorized acquisition of confidential personal information. Any such activity should be reported immediately to the office manager or his or her assistant.

## Federal Trade Commissions “Do Not Call” Regulation

It is important for all associates to follow regulations that affect the business related to your work environment. To that effort, all associates are expected to comply with the Federal Trade Commission (FTC) “Do Not Call” regulation. Effective October 1, 2003, a new regulation enacted by the FTC makes it illegal for a seller (Fitzgerald) to call a person in an attempt to sell them goods or services if that person’s name is on the FTC’s “Do Not Call” list. The main exception to this ban on sales calls would be if Fitzgerald Auto Malls has an “established business relationship” with that person. An “established business relationship” exists when:

1. The person has purchased, leased, or rented goods or services or otherwise engaged in a financial transaction with us within the eighteen (18) months immediately preceding the date of the call: or
2. The person has made an inquiry or application regarding a product or service offered by us within the three (3) months immediately preceding the date of our call to them.

As Fitzgerald Auto Malls is engaged in the business of selling parts, service and vehicles, customer follow up is important to maintain loyalty. Follow up calls after the sale of vehicle(s) or a service experience is not a violation of this policy because we have an established business relationship.

When making any call to sell a product or service, it is important that you verify that we have an “established business relationship” with that person. The fine for violating the regulation is \$11,000.00 per call. If for any reason, you feel you have to make a sales call to a person where we do not have an “established business relationship,” you must get permission from your manager first. If managers or associates have any questions regarding this policy, please contact corporate counsel at 301-881-4000.

### ***IRS Cash Reporting Rule***

Associates are required to follow all regulations regarding IRS Cash Reporting requirements. This regulation most likely affects transactions in the sales departments. Office Managers are primarily responsible to assure the reporting of transactions is compliant with the regulation.

The law states that any person engaged in a trade or business who, in the course of that trade or business, received more than \$10,000 in cash or cash equivalent in one transaction, or two or more related transactions must report such transaction to the IRS by filing Form 8300.

Sales associates should not discuss the cash reporting law with customers at any time or for any reason. All cash reporting inquiries should be referred to the Office Manager or Process Owner for Finance and Insurance (F&I). As the training will demonstrate, it's important to prevent inadvertently structuring transactions which could lead to criminal prosecution for sales associates themselves and serious liability for the dealership as well. See your office manager if you need additional information.

## **Vehicle Damage**

We strive to uphold the highest standards at Fitzgerald when it comes to protecting vehicles in our care that belong to customers or are part of our inventory; they equally require our attention to detail. Damage to any vehicle should be reported immediately to your supervisor. If you are aware or are involved in damage to a customer's vehicle, it is your duty to report this information to management who are responsible to inform the customer as soon as possible.

Management understands that incidents of damage may occur. Associates might be held responsible if damage is frequent or the result of carelessness or recklessness; otherwise, there is no punitive punishment for reporting such damage.

## **Hazardous Materials**

If your job requires that you use hazardous or toxic materials, you are responsible for complying with all current laws, rules, regulations and suggested guidelines regarding the safe handling and disposal of these materials. If you have any questions about the handling or disposal of these materials, please discuss them with your supervisor or manager.

## **Vehicle Key Security**

You are responsible for keys issued to you, and are expected to reimburse the dealership for the cost to replace keys that you may have misplaced or lost. Keys should not be loaned or duplicated without permission. You are expected to exercise caution in handling vehicle keys and must comply with all key security systems.

## **Customer and Company Vehicles**

When driving a company vehicle, it is important to remember you are representing Fitzgerald Auto Malls. Proper observance of all traffic laws and good driving etiquette should be followed at all times. All associates must wear seatbelts whenever they are operating customer or dealership owned vehicles. This requirement is for your own safety.

You are responsible for company and customer vehicles while in your possession or use. If a company or customer's vehicle is damaged, stolen or in any way abused or misused while in the associate's possession, Fitzgerald may be held financially responsible. Depending upon the damage and related circumstances, the associate may be held partially or totally financially responsible for the damage done to the vehicle(s) and/or the deductible imposed by Fitzgerald's insurance carrier.

It is company policy that all sales associates accompany their customers on the test drive. The only exception to this policy is with the permission of management.

## Dealer Tags

If you are issued a dealer tag you are responsible for that tag and agree to pay any and all violations against said tag that is assigned to you. A dealer tag is issued to you with the understanding that if you lose the tag, you agree to pay a minimum charge of \$100.00.

Upon termination, either voluntary or involuntary, an associate will immediately, on the day of termination, return his or her assigned tag to the manager and/or payroll office prior to leaving the dealership.

## Housekeeping

In order to maintain a high quality work environment for our customers and associates, we ask that you comply with the following housekeeping rules:

- Do not eat or smoke in the showroom or in any other public areas open to customers;
- Do not leave paper or other materials on top of sales or service work areas when they are not attended;
- Always keep demonstrator cars clean and in excellent condition for immediate delivery.
- Never smoke or leave personal items in these vehicles.

## Conflict of Interest

We respect your right to privacy outside of work. We do ask that you discuss with your manager any activity that might conflict with your responsibilities to the company. For example, we consider buying and selling automobiles in private a potential conflict of interest. Under no circumstances may an associate sell his or her own vehicle to a customer or refer a customer to another company to buy a vehicle.

We also discourage our full-time associates from working for other employers. If your personal circumstances make it necessary for you to have a second job, please let your managers know. This information will help us avoid conflicts or misunderstandings about your time demands and ensure that our associates aren't working for a competitor or supplier. You must realize that we consider your full-time job with the Fitzgerald Automotive Family your first employment responsibility. We won't accept outside employment as an excuse for poor performance, absenteeism, tardiness or failure to work required overtime. It's just not possible to define all the other circumstances that might be considered unethical or a conflict of interest. The list below lists some additional activities that we think would limit your ability to perform your job in an ethical way:

- Conducting company business with a firm in which you or a close relative has a substantial ownership or interest, without informing management;
- Borrowing money from customers or firms (other than recognized lending institutions) that provide services, materials, equipment or supplies to this company; and
- Divulging confidential company information to any source including civic or professional organizations.

## Gifts or Gratuities from Customers and Vendors

The only gifts and gratuities that are allowed to be accepted by associates are those that have been formally approved by management.

## Telephone Etiquette and Use

Our telephones are an important sales tool that must be free for business. We ask you to limit the number of personal calls and keep them brief.

In no case may an associate use company telephones to place personal long-distance calls. This will be considered unauthorized use of company property. Any charges traced to an associate will be charged to the associate immediately. Associates should not use phones that are designated for customer use only. In addition, the associate could be subject to disciplinary action, including termination.

Because our customers judge and evaluate us based upon our phone courtesy and professionalism, please comply with the following guidelines:

- Answer the phone politely, identifying the department and yourself.
- If you have to put a caller on hold, don't forget that person. Check back to let the caller know that you're still trying to complete the call or to take a message if the caller doesn't want to continue waiting.
- Transfer calls with an explanation to both the caller and person receiving the transferred call.
- Take accurate messages and phone numbers, and write clearly.
- Return calls promptly when you get phone messages.
- Remember that you represent the Fitzgerald Auto Malls to the caller.

## Use of Cell Phones

***Do not answer cell phones when you are with a customer. Allow the calls to go to voicemail.***

In consideration of our customers and for your safety and the safety of your co-workers, personal cell phone use should be limited to non-working hours or during lunch and break times unless there is a business reason for the use of the cell phone. Some examples of when a cell phone should not be used include, but are not limited to the following situations:

- Using a personal cell phone during working hours
- Using a cell phone while working in the shop on vehicles
- Using a cell phone while driving customer vehicles
- Using a cell phone while driving company vehicles without a hands free device

Your safety, and the safety of those around you are primary concerns when using cell phones for any reason.

## Paging System

The paging system is available in most of our dealerships to facilitate communication with associates when we cannot reach them by telephone. The paging system should be used in a professional manner for business communication purposes only. The paging system is not an arena for comedy, pranks, entertainment etc. and those actions may result in disciplinary action.

## Attendance

Because your presence is essential to provide the best possible customer service, you must report to work on days you are scheduled. If you must be absent or late for any reason, it is your responsibility to personally contact your supervisor/manager by telephone as soon as you are aware that you will be absent or late. You must notify your supervisor/manager each day that you are absent. Failure to do so may subject you to dis-

ciplinary action. If you are absent for two consecutive days without notifying your supervisor/manager, Fitzgerald may consider this an indication that you have abandoned your job and will terminate you. Because the procedures for handling unscheduled absences may vary by location or department, you will be asked to discuss the specific procedures regarding unscheduled absences or tardiness with your supervisor/manager.

## **Time Reporting Procedures**

Your supervisor or manager will explain your normal work schedule, the usual start and finish times, lunch hours, and break periods. He or she will let you know as far in advance as possible if we need to change your schedule. Sometimes you may be asked to work overtime or through a break period. We will try to give you as much notice as possible depending upon the circumstances, but you are expected to work additional time when asked. Your supervisor or manager must authorize all overtime work in advance.

Your supervisor or manager will also explain the procedure for recording the hours you work. Some associates will be required to use a time clock or their computer terminal while others will use a time sheet. Whichever method is used, time must be recorded daily and accurately. Time cards must remain at the assigned location in the associate's departmental time card rack. If you have any questions about your work schedule or the way you keep track of your time, please ask your supervisor or manager.

## **Employment of Relatives**

Fitzgerald Auto Malls will accept employment applications from relatives of associates. Associates' relatives may not work in the same department under most circumstances. Associates are not normally permitted to supervise their relatives, however, senior management may grant exceptions to this policy.

## **Job Duties and Responsibilities**

Your supervisor/manager is responsible for providing you with specific information about your job duties that are explained during your department orientation process.

Because we are in the business of serving the public, it is every associate's responsibility to ensure that Fitzgerald Auto Malls' commitment to its customers is always honored. On occasion, to help fulfill this commitment you may be required to assist in another area of the company.

## **Training**

Training is an important part of your employment experience with Fitzgerald Auto Malls. Training begins on day one, with an orientation of who we are as an organization and what values are important to both our organization and our customers. It's important to know about our philosophy, our culture and who we are. It's also important for you to know how to perform the specific tasks related to the position for which you've been hired. Training can take place on the job (OJT), with a mentor or supervisor, or even in a classroom. Training records are maintained in the Fitzgerald Management System under Process (P4019) Individual Associate Training Plan, using the JJF server on the IVORY system. Some positions may also require training offered by manufacturers and other outside agencies.

As associates are hired, they are assigned a position code in the accounting department. Each position code has an established curriculum that is required to assure the competency of associates for serving both each other and our customers. You can access your training record through the jjfserver using the "IVORY my training" icon that appears at the top of the jjfserver screen. Supervisors are responsible to assure that their

associates receive the appropriate training for their position and are charged with enrolling associates in training classes available from manufacturers and on the IVORY system.

## **ASSOCIATE HEALTH AND SECURITY**

### ***Injuries on the Job & Workers Compensation***

*If you are injured or become ill on the job, it is your responsibility to:*

- Report all work-related injuries and/or illnesses immediately to your supervisor or manager.
- Comply with treatment procedures ordered by the treating physician.

Please contact your payroll/benefits administrator for more information.

### ***Company Security Inspections***

The safety and security of our company's property and premises is very important to all of us. For example, we must have immediate access to all company files and other property. We also must retain our ability to locate missing property promptly and to investigate suspicious activities at our facilities. Therefore, for your protection as well as our company's, we reserve the right to inspect and search all areas of our premises at any time without notice and to question individuals on our premises concerning security matters. These inspections, searches and investigations can include, without limitation, the examination of offices, files, file cabinets, desks, production areas, warehouses, closets, storage areas, tool chests, rest rooms, locker rooms, and all other areas of our facilities and premises as well as the person, vehicles, purses, packages, parcels and other containers of individuals entering, leaving or located on company property. We may conduct these investigations, inspections and searches to detect illegal or unauthorized drugs and drug paraphernalia, alcohol, weapons, removal of company property, or for other reasons at our discretion. For these reasons, we keep duplicates of all keys issued to our associates.

If you are assigned a locker, we ask that you cooperate with us in maintaining company security by providing us with the combination or a spare key. You should understand that, in any event, we reserve the right to remove any lock and inspect the contents of a locker at any time and confiscate all suspected illegal or unauthorized items.

You can also help us in other ways. Please leave valuable items at home. We cannot be responsible for the loss, theft or damage of any property brought on our premises. Additionally, you should report any suspicious activity you observe on our property to your supervisor. Your assistance with our efforts to provide for your and our company's security, including your authorization to conduct security inspections or cooperation with company security inspections, is expected as a condition of your continued employment and is greatly appreciated.

# FITZGERALD BENEFITS

## *Employment Classifications*

Full-time associates are associates who are normally scheduled and work thirty (30) or more hours a week. Full-time associates currently are eligible for all of the benefits described in the following section.

Part-time associates are associates who are normally scheduled to work fewer than thirty (30) hours a week. Part-time associates are not eligible to receive company benefits or insurance except for the company's current 401K program.

Temporary associates are hired on a temporary or seasonal basis and are not eligible for any company benefits or insurance.

If you have any questions regarding your status or the benefits for which you qualify, please contact your payroll or benefits administrator. Please remember that nothing in any other section of the Associate Handbook is a guarantee of any particular classification, number of hours per week, or benefits.

## *Your Pay*

Currently, we distribute paychecks bi-weekly on Friday for the hours worked during the previous pay period. Commissions, where applicable, will be paid on a monthly basis. For your protection, we do not release your paychecks to anyone other than you unless you give us written authorization to release them to a specific individual, including your spouse. This authorization will be effective only for the dates or pay periods you specify in the authorization.

## *Direct Deposit*

We offer a direct deposit program. In most cases your paycheck can be deposited automatically in your personal bank account. When you enroll in direct deposit you will receive a pay stub that shows all of your earnings. The check portion will reflect as voided. If you are interested in direct deposit please see your payroll/benefit administrator. They will have you fill out a form and submit a voided check. It may take a few pay periods for direct deposit to take effect.

## *Payroll Information*

It is your responsibility to keep your payroll and benefits administrator up-to-date regarding any changes in your name, telephone number, marital status, number of dependents, the name of the person you would like us to notify in case of an emergency and the beneficiaries for your life insurance and retirement programs. This information is important to our efforts to ensure proper administration of your benefits and to make emergency contacts on your behalf when necessary.

## ***Overtime***

Your immediate supervisor/manager must authorize all overtime before it is worked. Please understand that Fitzgerald Auto Malls may require you to work overtime or hours beyond which you are scheduled and that you are expected to do so when asked.

## ***Payroll Deductions***

Fitzgerald is responsible for withholding federal social security taxes (FICA, OASDI, Medicare) as well as federal taxes from associates wages. You may also authorize other payroll deductions for insurance plans, retirement plans or other approved reasons. Please see your payroll administrator regarding any questions you may have about payroll deductions.

Fitzgerald Auto Malls reserves the right to automatically deduct from an associates pay for the following: loans, advances on salary or wages, or any indebtedness for which the associate is personally responsible, including expenses for the cleaning and upkeep of associate uniforms.

## ***Company Benefits***

Please remember that some, if not all, of the benefits discussed below are described in summary only. Plan documents and booklets are available from Fitzgerald Auto Mall's payroll/benefits administrator. In the event of a conflict in language or interpretation between official plan documents and the summary of this handbook or any other company document, the terms of the plan documents will control.

## ***Insurance Benefits***

Fitzgerald Auto Malls currently offer comprehensive health, dental, disability, and life insurance plans for regular full-time associates who work more than 30 hours a week.

Your payroll/benefits administrator will explain applicable eligibility requirements and you'll receive complete plan description when you enroll. If you lose your eligibility to group health insurance because of a reduction in your work hours or discharge for reasons other than misconduct or for certain other reasons, you have the right to continue some coverage for a certain period of time. You will be responsible for paying the complete premium cost plus a small administrative fee if you choose to continue coverage under the company plan. The payroll or benefits administrator at your location can provide you with additional information regarding your rights to continue your health insurance under COBRA.

## ***401K Savings/Retirement Plan***

Fitzgerald Auto Malls sponsor a 401K retirement and savings plan for eligible associates to contribute to your financial planning objectives. If you are a full-time or part-time associate who works at least 20 hours per week, have completed at least one year of continuous employment, and are 21 years of age, you are eligible to participate in the plan. You will receive a complete plan description that explains this benefit when you meet eligibility requirements. Please see your benefits administrator with any questions you may have.

## ***Health and Dental Insurance***

Fitzgerald currently offers both health and dental insurance coverage. Most full-time associates become eligible for medical and dental insurance coverage on the first day of the month after their first three months of full-time employment. Detailed information on each of these plans, including enrollment requirements and premium payments is provided when you become eligible. It is your responsibility to make an informed choice and to be aware of the coverage each policy offers.

In addition, in compliance with federal law, if you voluntarily or involuntarily leave Fitzgerald (unless terminated for gross misconduct), you have the right to continue your health/dental coverage, if enrolled, based on the federally prescribed guidelines.

## ***Life Insurance***

Fitzgerald Auto Malls offer life insurance to full-time associates beginning on the first of the month after three months of full-time employment.

## ***Short-Term Disability***

Short-Term disability currently is provided to all full-time associates beginning on the first of the month after six consecutive months of service. Details regarding this coverage are provided when you become eligible.

## ***Long-Term Disability***

Long-Term disability currently is provided to all full-time associates beginning on the first day of the month after six consecutive months of service. Details regarding this coverage are provided when you become eligible.

## ***Observed Holidays***

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

To receive a paid holiday benefit, you must work both the scheduled day before and the next scheduled day after the holiday, or have previously been approved for time off by your supervisor in order to be qualified for the holiday. A paid holiday is not considered as a day worked in calculating overtime for any given week. On occasion an associate will not be able to observe a holiday because of a work assignment. In these circumstances associates (other than salaried associates and sales associates) will be paid their regular base rate for the hours worked on that day in addition to the holiday pay. Salaried associates and sales associates who are asked to work on a recognized Company holiday may select another day off at a time that is mutually convenient for them and Fitzgerald Auto Malls.

The Federal Government schedule is followed when a recognized holiday falls on a Saturday or Sunday. When a company holiday falls during your vacation period, that day will not count as a vacation day. You may extend your vacation period by one day or take the day later at a time convenient to you and Fitzgerald Auto Malls.

## ***Vacation Policy***

During the first year of service, depending on the quarter in which you start working at Fitzgerald, full-time associates have the potential to earn vacation days that could be taken during that initial year. You must accumulate three (3) months of service before any benefits are paid.

Full time associates can accumulate vacation based on the following schedule:

<b>Hire/Start Date</b>	<b>Starting Year After 3 mos.</b>	<b>January 1st 1st Full CY After Start</b>	<b>January 1st 2nd Full CY After Start</b>	<b>January 1st 3rd Full CY After Start</b>
Jan 1-Mar 15	3 Days	5 Days	9 Days	10 Days
Mar 16-Jun15	2 Days	5 Days	8 Days	10 Days
Jun 16-Sep 15	1 Day	5 Days	7 Days	10 Days
Sep 15-Nov-30	1 Day	5 Days	6 Days	10 Days
Dec 1-Dec 31	0	3 days	5 Days	10 Days

Each year you must schedule your vacation with a supervisor as far in advance to avoid conflicts with your co-workers. As a general rule the company is busier in the summer months. Coverage during this peak business period is essential. Fitzgerald Auto Malls may ask you to consider scheduling your vacations before or after the summer season. We ask you to remember that we are in the customer service business and need your cooperation because customer needs must come first.

In the Sales Department, the last 10 days of the month are generally the most productive for our sales associates, since many customers make their purchasing decisions during this period. Sales associates are encouraged to schedule time off during the beginning of the month whenever possible.

Sales associate's and technician's vacation pay will be calculated by dividing the previous qualifying twelve month period's income by fifty-two to equal an average week's pay for the first year calculation. All subsequent years use previous calendar year's income for calculating vacation pay.

Vacation time can accrue into the next year provided it is taken at the convenience of the company and when the work load is lower, to a maximum of Five (5) Days with approval before the end of the calendar year.

Associates will not accumulate vacation time or personal time off when on an unpaid leave of absence. You must accumulate three (3) months of service before any benefits are paid. In the event of a separation from the company, vacation will be awarded on a prorated basis.

### ***Personal Time Off***

**Personal Time Off – Program:** Eligibility to use personal time off is limited to regular full-time employees, both salaried and non-salaried, including sales staff. Employees working less than 30 hours a week and temporary employees are not eligible for this program. Employees on a leave of absence and employees who have resigned or been terminated are not eligible to participate or be paid accrued time.

#### **Length of Service Requirements and Accrual Rates;**

<b>Initial year of service</b>	<b>Prorated</b>
After 1st full year of service	2 days to be used in year 2
After 2nd full year of service	2 days to be used in year 3
After 3rd full year of service	3 days to be used in year 4
After 4th full year of service	4 days to be used in year 5
After 5th full year of service	5 days to be used in year 6 +

New full time employee's accrual rate is prorated during their initial year of service. New employees earn and are able to use one half day for each three months worked. For example, if an employee begins work on February 19, they will earn 1 and 1/2 days through December 31 of the same calendar year.

After completion of their first year of service, employees continue to accrue and can use personal time off at the rate stated above.

**Carry Over:** Employees are not permitted to “carry over” personal time off from one year to the next. Non-salaried employees who do not use their personal time off will be eligible to be paid for their unused personal time after the completion of their initial year of service. For example, if a non-salaried employee begins work on March 2, 2005, they become eligible to receive their first payout for their unused personal time off in December 2006.

**Personal Time Off – Payout:** After completing their initial year of service, non-salaried employees become eligible to be paid for a maximum of one year's accrual. Payment will be made at 75% of the employee's base rate times eight hours. Payouts will be made in increments of one-half day only and will be made on a calendar basis with the first payouts being made in December of 2005. Payout of the personal time off is limited to non-salaried employees only.

## Example of Calendar Year 2006

Year Employed	Personal Days	Pay Out
2006	as earned (up to 2)	None
2005	as earned (up to 2)	Pro Rate (after 1 year anniv. until 12/31)
2004	2	Up to 2
2003	3	Up to 3
2002	4	Up to 4
2001 & Prior	5	Up to 5

### *Length of Service Requirements and Accrual Rates*

#### Start Date

Initial Year	Jan 1 – Mar 15	Earn 2 days Jan 1 of following year . . . . .
	Mar 16 – Jun 15	Earn 1 days Jan 1 of following year . . . . .
	June 16 – Sep 15	Earn .5 days Jan 1 of following year . . . . .
	Sep 16 – Dec 15	Earn 0 days Jan 1 of following year

1 Year of Service      Jan 1      Earn 2 days

2 Years of Service      Jan 1      Earn 2 days

3 Years of Service      Jan 1      Earn 3 days

4 Years of Service      Jan 1      Earn 4 days

5+ Years of Service      Jan 1      Earn 5 days

#### Example:

Associates start date is April 10, 2004	
Jan 1, 2005	Associate Earns 1 day
Jan 1, 2006	Associate Earns 2 days
Jan 1, 2007	Associate Earns 2 days
Jan 1, 2008	Associate Earns 3 days
Jan 1, 2009	Associate Earns 4 days
Jan 1, 2010	Associate Earns 5 days

## ***Family and Medical Leave***

You may be eligible for family and medical leave if you have worked for our company for at least 12 months and have worked at least 1250 hours during the twelve-month period immediately preceding the request. If you satisfy these requirements, you may be able to take up to 12 weeks of family and medical leave on a continuous, intermittent or reduced leave schedule basis. Family and medical leave may be available for you in the following circumstances:

1. for the birth of a child to you or your spouse;
2. for the adoption of a child by you or your spouse;
3. when it is medically necessary for you to care for a child, spouse or parent with a serious health condition;
4. when medically necessary because of your own serious health condition.

Your family and medical leave year will begin on the day you first take family and medical leave and ends one year later. For example, if you first use family and medical leave on September 14, your family and medical leave will begin on that date and end on September 13 the following year.

Before you may take any unpaid family and medical leave, you must use all of your accrued paid leave including vacation, and personal time off. Paid leave used in this manner will be counted as part of your 12 weeks of family and medical leave.

Thereafter, you will be permitted to take any remaining leave for which you are eligible on an unpaid basis up to the maximum of 12 weeks in a family and medical leave year.

When your need for family and medical leave is foreseeable, you must provide us with notice of your intent to take the leave at least 30 days before the leave is to begin. When the need for leave is not foreseeable, you must provide us with notice of your intent to take the leave as soon as possible. Failure to provide us with timely notice can result in a denial of your request for leave until 30 days after appropriate notice has been given.

When you make a request for family and medical leave, we will require certification that the leave is necessary. We reserve the right to verify this certification by obtaining alternate medical opinions at our expense and at our discretion. We also reserve the right to require recertification of the need for the leave during the leave period as well as reports on your status and intention to return to work. When your family and medical leave ends, we will require you to obtain appropriate certification that you are able to resume work as a condition of your return to work. Failure to provide us with timely certifications or reports as requested can result in a delay in the authorization to take the leave or its cancellation.

Certain benefits will continue while you are out on family and medical leave. If you are paying a portion of these benefits, you must make arrangements with our payroll or benefits administrator to continue payments during any extended periods of leave. Additionally, you will not accrue leave benefits while you are out on an unpaid family and medical leave.

When you return from family and medical leave, you will be placed in the job you had when you began your leave, and/or in an “equivalent” position, which means identical to the original job in terms of pay, benefits and other employment terms and conditions. Please remember that you must supply us with the required certification before you will be permitted to return to work.

Fitzgerald Auto Malls’ family and medical leave policy complies with federal laws and regulations as well as other applicable laws that provide for certain obligations and restrictions that involve you and the company. This summary does not include all of the details and provisions of the policy. If you believe you may be entitled to a family and medical leave, please contact your supervisor, benefits or payroll administrator for further information and the appropriate forms.

### ***Social Security Insurance***

Each pay period a percentage of your pay is deducted and matched with an equal amount by Fitzgerald to be sent to the Federal Government for deposit to your Social Security account. If you are not familiar with the retirement and disability benefits provided under Social Security, check with the Payroll Administrator or your local Social Security Office for additional information.

### ***Associate Purchase and Service Discount Program***

All associates are encouraged to use Fitzgerald's products and services. Discounts are offered, based upon the following, to full-time associates who have been with Fitzgerald at least 90 days:

In an effort to insure that you, your friends and family receive the best price possible on a vehicle purchase, we have instructed our sales managers to refer your purchase request to designated members of the Management Company. We will do everything to make certain you have been given every consideration possible. Please keep in mind that pricing can be affected by availability of particular models, time on lot, etc. In all cases, direct your request only to the sales manager at your Fitzgerald Auto Malls location. We offer our associates discounts on service labor, parts, and car rental when their personal vehicles need servicing. The discount is 25% off regular customer retail prices. The amount of discount is subject to change. Associates must satisfy all applicable business criteria and requirements for these benefits.

From time to time some manufacturers may offer rebates or incentives on certain models or brands to associates who are employed within a specific dealership. There are a number of restrictions that may apply. These incentives will be made available to associates but are subject to the manufacturers guidelines.

## ***Military Reserve Training***

If you are a member of the military reserves and are required to take time off for military training you will be granted time off for such training. You must present a copy of your military orders to your supervisor as soon as you are advised by the military of your training schedule. Associates may use their paid personal time off or vacation time while on military leave or military reserve training. Your supervisor must approve such leave periods.

## ***Jury Duty***

An associate who has been summoned for jury duty may be granted administrative leave with pay for such duty. The receipt of a summons or subpoena to report for jury duty must be reported immediately to your supervisor or department manager. Payment for jury duty leave will not exceed eight hours each day and will not be counted in computing overtime and will be paid at the associate's base rate. Payment of jury duty is limited to a maximum of 10 days unless required otherwise by applicable law.

If you are summoned but not selected for a jury, or are released from jury duty prior to the end of your normal work day, you are expected to call your supervisor before returning to work

## ***Bereavement***

Fitzgerald Auto Malls recognizes and understands the need for time away from work in the event of a death in your immediate family. You will be allowed up to two days administrative leave with pay (annually) for attending and/or arranging the funeral. Immediate family includes your husband, wife, child, father, mother, brother, sister, aunt, uncle, grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

Bereavement leave is not counted in computing overtime. Bereavement leave is available to regular full-time associates who have been with Fitzgerald for at least 3 months and will be paid at the associate's base rate.

## LEAVING THE FITZGERALD AUTOMOTIVE FAMILY

While we hope you will remain a member of the Fitzgerald Automotive Family for a long time, it may become necessary for you to leave your job. Such a departure can be voluntary or involuntary. An example of a voluntary separation might be that you resign because you are moving from the area. An involuntary separation would occur if Fitzgerald terminates an associate.

In addition, at the time an associate gives written notice of his or her intent to leave Fitzgerald, the supervisor/manager will notify the payroll/benefits administrator so that arrangements can be made for a final paycheck. The final paycheck, processed in the next payroll cycle, can be deposited, mailed or picked up at the discretion of the company. Prior to receiving your final paycheck, it is essential that you have returned all company property and fulfilled all financial obligations to the company.

### *Lay-Offs and Reduction in Force*

Fitzgerald Auto Malls places a high level of importance on the maintenance of a stable staff as a vital part of our overall Associate Relations Program. Stability is also necessary to provide the high quality of customer service that Fitzgerald has demonstrated over the years. Although we cannot guarantee the future, Fitzgerald Auto Malls is very proud of the fact that during the more than thirty five years the organization has been in business, there have been no lay-offs or reductions in force. Continuing to provide outstanding customer service will contribute greatly to Fitzgerald's future ability to support a stable work force.

### *Exit Interviews*

Some candidates that choose to end their relationship with Fitzgerald may be asked to participate in an exit interview. Information gathered through this process is used to promote improvements in Fitzgerald's facilities, services and policies. It also gives associates a chance to reflect on their employment experience at Fitzgerald. A department manager, an associate in Human Resources or an outside third party may conduct exit interviews.







## ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK

I acknowledge that I have received a copy of Fitzgerald Auto Malls *Associate Handbook* and understand that I am responsible for knowing its contents. I further understand that the *Associate Handbook* constitutes only a summary of benefits and an overview of some of the guidelines related to work rules and other company policies and practices and that all company rules, policies, practices, wages and benefits, regardless of whether they are contained in the handbook, may be unilaterally changed, amended, modified, reduced or discontinued by the company at any time in its sole judgment and discretion. I understand that nothing in this handbook or in any other company policy or practice in any way creates an expressed or implied contract of employment or a guarantee of any benefit. I agree that my employment is at-will and for no definite duration, that I can terminate my employment with the company at any time, with or without notice, and that the company reserves the right to do the same.

ASSOCIATE SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

LOCATION/DEALERSHIP: \_\_\_\_\_

DATE: \_\_\_\_\_

BLANK PAGE ... BACK SIDE OF TEAR-OUT ACKNOWLEDGEMENT

BLANK PAGE ... INSIDE BACK COVER

**EMPLOYEE VEHICLE RENTAL POLICY**

EMPLOYEES OF OUR COMPANY ARE NOT PERMITTED TO RENT ANY VEHICLES OR BE LISTED AS AN ADDITIONAL DRIVER ON ANY RENTALS, UNLESS SPECIFIC WRITTEN PERMISSION HAS BEEN ISSUED BY MICHAEL DELORENZO, GLENN PRICE, OR YOUR AREA MANAGER.

I, \_\_\_\_\_, HAVE READ AND UNDERSTAND  
EMPLOYEE NAME

THE ABOVE EMPLOYEE RENTAL POLICY.

\_\_\_\_\_  
EMPLOYEE SIGNATURE AND EMPLOYEE NUMBER

\_\_\_\_\_  
DATE

# Form W-4 (2018)

**Future developments.** For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** You may claim exemption from withholding for 2018 if **both** of the following apply.

- For 2017 you had a right to a refund of **all** federal income tax withheld because you had **no tax liability, and**
- For 2018 you expect a refund of **all** federal income tax withheld because you expect to have **no tax liability.**

If you're exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2018 expires February 15, 2019. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

## General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2018 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2018. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

**Filers with multiple jobs or working spouses.** If you have more than one job at a time, or if you're married and your spouse is also working, read **all** of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Other Income Worksheet on page 3 or the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to find out if you should adjust your withholding on Form W-4 or W-4P.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

## Specific Instructions

### Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

**Line C. Head of household please note:** Generally, you can claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

**Line E. Child tax credit.** When you file your tax return, you might be eligible to claim a credit for each of your qualifying children. To qualify, the child must be under age 17 as of December 31 and must be your dependent who lives with you for more than half the year. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes **all** of your wages and other income, including income earned by a spouse, during the year.

**Line F. Credit for other dependents.** When you file your tax return, you might be eligible to claim a credit for each of your dependents that don't qualify for the child tax credit, such as any dependent children age 17 and older. To learn more about this credit, see Pub. 505. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total income includes **all** of

----- Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records. -----

Form <b>W-4</b> Department of the Treasury Internal Revenue Service		<b>Employee's Withholding Allowance Certificate</b>		OMB No. 1545-0074
		▶ <b>Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b>		<b>2018</b>
1 Your first name and middle initial		Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note:</b> If married filing separately, check "Married, but withhold at higher Single rate."		
City or town, state, and ZIP code		4 <b>If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card.</b> ▶ <input type="checkbox"/>		
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages) . . . . .		5		
6 Additional amount, if any, you want withheld from each paycheck . . . . .		6 \$		
7 I claim exemption from withholding for 2018, and I certify that I meet <b>both</b> of the following conditions for exemption. • Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no tax liability, and</b> • This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no tax liability.</b> If you meet both conditions, write "Exempt" here . . . . . ▶		7		
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
<b>Employee's signature</b> (This form is not valid unless you sign it.) ▶		<b>Date</b> ▶		
8 Employer's name and address ( <b>Employer:</b> Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)		9 First date of employment	10 Employer identification number (EIN)	

your wages and other income, including income earned by a spouse, during the year.

**Line G. Other credits.** You might be able to reduce the tax withheld from your paycheck if you expect to claim other tax credits, such as the earned income tax credit and tax credits for education and child care expenses. If you do so, your paycheck will be larger but the amount of any refund that you receive when you file your tax return will be smaller. Follow the instructions for Worksheet 1-6 in Pub. 505 if you want to reduce your withholding to take these credits into account.

### **Deductions, Adjustments, and Additional Income Worksheet**

Complete this worksheet to determine if you're able to reduce the tax withheld from your paycheck to account for your itemized deductions and other adjustments to income such as IRA contributions. If you do so, your refund at the end of the year will be smaller, but your paycheck will be larger. You're not required to complete this worksheet or reduce your withholding if you don't wish to do so.

You can also use this worksheet to figure out how much to increase the tax withheld from your paycheck if you have a large amount of nonwage income, such as interest or dividends.

Another option is to take these items into account and make your withholding more accurate by using the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App). If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

### **Two-Earners/Multiple Jobs Worksheet**

Complete this worksheet if you have more

than one job at a time or are married filing jointly and have a working spouse. If you don't complete this worksheet, you might have too little tax withheld. If so, you will owe tax when you file your tax return and might be subject to a penalty.

Figure the total number of allowances you're entitled to claim and any additional amount of tax to withhold on all jobs using worksheets from only one Form W-4. Claim all allowances on the W-4 that you or your spouse file for the highest paying job in your family and claim zero allowances on Forms W-4 filed for all other jobs. For example, if you earn \$60,000 per year and your spouse earns \$20,000, you should complete the worksheets to determine what to enter on lines 5 and 6 of your Form W-4, and your spouse should enter zero ("-0-") on lines 5 and 6 of his or her Form W-4. See Pub. 505 for details.

Another option is to use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to make your withholding more accurate.

**Tip:** If you have a working spouse and your incomes are similar, you can check the "Married, but withhold at higher Single rate" box instead of using this worksheet. If you choose this option, then each spouse should fill out the Personal Allowances Worksheet and check the "Married, but withhold at higher Single rate" box on Form W-4, but only one spouse should claim any allowances for credits or fill out the Deductions, Adjustments, and Additional Income Worksheet.

### **Instructions for Employer**

**Employees, do not complete box 8, 9, or 10. Your employer will complete these boxes if necessary.**

**New hire reporting.** Employers are

required by law to report new employees to a designated State Directory of New Hires. Employers may use Form W-4, boxes 8, 9, and 10 to comply with the new hire reporting requirement for a newly hired employee. A newly hired employee is an employee who hasn't previously been employed by the employer, or who was previously employed by the employer but has been separated from such prior employment for at least 60 consecutive days. Employers should contact the appropriate State Directory of New Hires to find out how to submit a copy of the completed Form W-4. For information and links to each designated State Directory of New Hires (including for U.S. territories), go to [www.acf.hhs.gov/programs/css/employers](http://www.acf.hhs.gov/programs/css/employers).

If an employer is sending a copy of Form W-4 to a designated State Directory of New Hires to comply with the new hire reporting requirement for a newly hired employee, complete boxes 8, 9, and 10 as follows.

**Box 8.** Enter the employer's name and address. If the employer is sending a copy of this form to a State Directory of New Hires, enter the address where child support agencies should send income withholding orders.

**Box 9.** If the employer is sending a copy of this form to a State Directory of New Hires, enter the employee's first date of employment, which is the date services for payment were first performed by the employee. If the employer rehired the employee after the employee had been separated from the employer's service for at least 60 days, enter the rehire date.

**Box 10.** Enter the employer's employer identification number (EIN).

**Personal Allowances Worksheet (Keep for your records.)**

- A** Enter "1" for yourself . . . . . **A** \_\_\_\_\_
- B** Enter "1" if you will file as married filing jointly . . . . . **B** \_\_\_\_\_
- C** Enter "1" if you will file as head of household . . . . . **C** \_\_\_\_\_
- D** Enter "1" if: {
  - You're single, or married filing separately, and have only one job; or
  - You're married filing jointly, have only one job, and your spouse doesn't work; or
  - Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.
 } **D** \_\_\_\_\_
- E Child tax credit.** See Pub. 972, Child Tax Credit, for more information.
  - If your total income will be less than \$69,801 (\$101,401 if married filing jointly), enter "4" for each eligible child.
  - If your total income will be from \$69,801 to \$175,550 (\$101,401 to \$339,000 if married filing jointly), enter "2" for each eligible child.
  - If your total income will be from \$175,551 to \$200,000 (\$339,001 to \$400,000 if married filing jointly), enter "1" for each eligible child.
  - If your total income will be higher than \$200,000 (\$400,000 if married filing jointly), enter "-0-" . . . . . **E** \_\_\_\_\_
- F Credit for other dependents.**
  - If your total income will be less than \$69,801 (\$101,401 if married filing jointly), enter "1" for each eligible dependent.
  - If your total income will be from \$69,801 to \$175,550 (\$101,401 to \$339,000 if married filing jointly), enter "1" for every two dependents (for example, "-0-" for one dependent, "1" if you have two or three dependents, and "2" if you have four dependents).
  - If your total income will be higher than \$175,550 (\$339,000 if married filing jointly), enter "-0-" . . . . . **F** \_\_\_\_\_
- G Other credits.** If you have other credits, see Worksheet 1-6 of Pub. 505 and enter the amount from that worksheet here . . . **G** \_\_\_\_\_
- H** Add lines A through G and enter the total here . . . . . **H** \_\_\_\_\_

For accuracy, complete all worksheets that apply.

- If you plan to **itemize** or **claim adjustments to income** and want to reduce your withholding, or if you have a large amount of nonwage income and want to increase your withholding, see the **Deductions, Adjustments, and Additional Income Worksheet** below.
- If you **have more than one job at a time** or are **married filing jointly and you and your spouse both work**, and the combined earnings from all jobs exceed \$52,000 (\$24,000 if married filing jointly), see the **Two-Earners/Multiple Jobs Worksheet** on page 4 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 above.

**Deductions, Adjustments, and Additional Income Worksheet**

**Note:** Use this worksheet *only* if you plan to itemize deductions, claim certain adjustments to income, or have a large amount of nonwage income.

- 1** Enter an estimate of your 2018 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income. See Pub. 505 for details . . . . . **1** \$ \_\_\_\_\_
- 2** Enter: {
  - \$24,000 if you're married filing jointly or qualifying widow(er)
  - \$18,000 if you're head of household
  - \$12,000 if you're single or married filing separately
 } . . . . . **2** \$ \_\_\_\_\_
- 3 Subtract** line 2 from line 1. If zero or less, enter "-0-" . . . . . **3** \$ \_\_\_\_\_
- 4** Enter an estimate of your 2018 adjustments to income and any additional standard deduction for age or blindness (see Pub. 505 for information about these items) . . . . . **4** \$ \_\_\_\_\_
- 5 Add** lines 3 and 4 and enter the total . . . . . **5** \$ \_\_\_\_\_
- 6** Enter an estimate of your 2018 nonwage income (such as dividends or interest) . . . . . **6** \$ \_\_\_\_\_
- 7 Subtract** line 6 from line 5. If zero, enter "-0-". If less than zero, enter the amount in parentheses . . . **7** \$ \_\_\_\_\_
- 8 Divide** the amount on line 7 by \$4,150 and enter the result here. If a negative amount, enter in parentheses. Drop any fraction . . . . . **8** \_\_\_\_\_
- 9** Enter the number from the **Personal Allowances Worksheet**, line H above . . . . . **9** \_\_\_\_\_
- 10 Add** lines 8 and 9 and enter the total here. If zero or less, enter "-0-". If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1, page 4. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 . . . . . **10** \_\_\_\_\_

**Two-Earners/Multiple Jobs Worksheet**

**Note:** Use this worksheet *only* if the instructions under line H from the **Personal Allowances Worksheet** direct you here.

- 1** Enter the number from the **Personal Allowances Worksheet**, line H, page 3 (or, if you used the **Deductions, Adjustments, and Additional Income Worksheet** on page 3, the number from line 10 of that worksheet) . . . . . **1** \_\_\_\_\_
  - 2** Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you're married filing jointly and wages from the highest paying job are \$75,000 or less and the combined wages for you and your spouse are \$107,000 or less, don't enter more than "3" . . . . . **2** \_\_\_\_\_
  - 3** If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet . . . . . **3** \_\_\_\_\_
- Note:** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.
- 4** Enter the number from line 2 of this worksheet . . . . . **4** \_\_\_\_\_
  - 5** Enter the number from line 1 of this worksheet . . . . . **5** \_\_\_\_\_
  - 6** **Subtract** line 5 from line 4 . . . . . **6** \_\_\_\_\_
  - 7** Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . . . . **7** \$ \_\_\_\_\_
  - 8** **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . . **8** \$ \_\_\_\_\_
  - 9** **Divide** line 8 by the number of pay periods remaining in 2018. For example, divide by 18 if you're paid every 2 weeks and you complete this form on a date in late April when there are 18 pay periods remaining in 2018. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . . . . **9** \$ \_\_\_\_\_

Table 1				Table 2			
Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$5,000	0	\$0 - \$7,000	0	\$0 - \$24,375	\$420	\$0 - \$7,000	\$420
5,001 - 9,500	1	7,001 - 12,500	1	24,376 - 82,725	500	7,001 - 36,175	500
9,501 - 19,000	2	12,501 - 24,500	2	82,726 - 170,325	910	36,176 - 79,975	910
19,001 - 26,500	3	24,501 - 31,500	3	170,326 - 320,325	1,000	79,976 - 154,975	1,000
26,501 - 37,000	4	31,501 - 39,000	4	320,326 - 405,325	1,330	154,976 - 197,475	1,330
37,001 - 43,500	5	39,001 - 55,000	5	405,326 - 605,325	1,450	197,476 - 497,475	1,450
43,501 - 55,000	6	55,001 - 70,000	6	605,326 and over	1,540	497,476 and over	1,540
55,001 - 60,000	7	70,001 - 85,000	7				
60,001 - 70,000	8	85,001 - 90,000	8				
70,001 - 75,000	9	90,001 - 100,000	9				
75,001 - 85,000	10	100,001 - 105,000	10				
85,001 - 95,000	11	105,001 - 115,000	11				
95,001 - 130,000	12	115,001 - 120,000	12				
130,001 - 150,000	13	120,001 - 130,000	13				
150,001 - 160,000	14	130,001 - 145,000	14				
160,001 - 170,000	15	145,001 - 155,000	15				
170,001 - 180,000	16	155,001 - 185,000	16				
180,001 - 190,000	17	185,001 and over	17				
190,001 - 200,000	18						
200,001 and over	19						

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and

U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You aren't required to provide the information requested on a form that's subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be

retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



**PORTABLE GPS DEVICES**

GPS DEVICES WILL BE ISSUED TO EACH LOCATION. THIS POLICY SHALL APPLY TO ALL ASSOCIATES.

I \_\_\_\_\_, UNDERSTAND THAT EACH ASSOCIATE AT MY LOCATION WILL BE RESPONSIBLE FOR ALL GPS DEVICES ISSUED. IF THE GPS' ARE LOST, DAMAGED OR STOLEN, EACH ASSOCIATE WILL SHARE IN THE COST TO REPLACE THEM. I AUTHORIZE THE COMPANY TO DEDUCT THIS AMOUNT FROM MY PAY. THE COST TO REPLACE THE GPS DEVICE WILL BE BASED ON OUR PRICE UNDER MISCELLANEOUS CHARGES FOR "LOSTGPS".

ASSOCIATES SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

**I attest, under penalty of perjury, that I am (check one of the following boxes):**

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9:          An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____  <b>OR</b>          2. Form I-94 Admission Number: _____  <b>OR</b>          3. Foreign Passport Number: _____          Country of Issuance: _____</p>	
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           QR Code - Section 1            Do Not Write In This Space         </div>	

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

**Preparer and/or Translator Certification (check one):**

I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



*Employer Completes Next Page*





**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

**Section 2. Employer or Authorized Representative Review and Verification**

*(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")*

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		<div style="border: 1px solid black; padding: 5px;"> <p align="center">Additional Information</p> </div>		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>QR Code - Sections 2 &amp; 3 Do Not Write In This Space</p> </div>
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

**Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.**

**The employee's first day of employment (mm/dd/yyyy):** \_\_\_\_\_ *(See instructions for exemptions)*

Signature of Employer or Authorized Representative		Today's Date(mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

**Section 3. Reverification and Rehires** *(To be completed and signed by employer or authorized representative.)*

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

**C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.**

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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## LISTS OF ACCEPTABLE DOCUMENTS

### All documents must be UNEXPIRED

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

<b>LIST A</b> <b>Documents that Establish Both Identity and Employment Authorization</b>	<b>OR</b>	<b>LIST B</b> <b>Documents that Establish Identity</b>	<b>AND</b>	<b>LIST C</b> <b>Documents that Establish Employment Authorization</b>
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	AND	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of Birth Abroad issued by the Department of State (Form FS-545)</li> <li>3. Certification of Report of Birth issued by the Department of State (Form DS-1350)</li> <li>4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>5. Native American tribal document</li> <li>6. U.S. Citizen ID Card (Form I-197)</li> <li>7. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>8. Employment authorization document issued by the Department of Homeland Security</li> </ol>

**Examples of many of these documents appear in Part 8 of the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**

**JJF Management  
Services, Inc.**

**Enrollment For  
Group Life & AD&D, LTD  
Optional Life**

**SECTION I - APPLICANT INFORMATION**

Name and Address:	Date of Birth	SSN	Salary	
	Date of Hire	Age	Hours Worked	Class
	Effective Date		Location	

**SECTION II - BENEFIT SELECTION**

**ACCEPT**   **DECLINE**

*Check the boxes that apply for all products:*

Basic Term Life & AD&D    Life Insurance replaces your income and helps your family survive after your death. The Basic Term Life & AD&D is paid for by your employer.

       \$ \_\_\_\_\_

**Optional Life**    Optional Life allows you to expand and enhance your benefits through convenient payroll deduction. Optional Life gives you the opportunity to purchase life insurance coverage for yourself at a fraction of what insurance would cost in the individual marketplace. Employees electing amounts of \$50,000 and over will require an evidence of insurability form to be completed.

You may elect increments of \$10,000 to a maximum of \$200,000. You can elect one of the following benefit amounts.

<u>Accept</u>	<u>Decline</u>	Coverage Amount	➤	\$20,000	\$50,000	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Monthly Premium	➤	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SECTION III - BENEFICIARY INFORMATION**

It is important that your beneficiary designation is clear. It is also important that you name a primary beneficiary and contingent beneficiary. If the beneficiary is not related to you by either blood or marriage, please insert the words 'Not Related' in the relationship box.

Primary	Full Name	Address	Relationship	D.O.B	%
Contingent					

**SECTION IV - ELIGIBILITY AND AUTHORIZATION**

**Employee Confirmation**

*I have been given the opportunity to enroll in JJF Management Service's benefit coverage's. I understand that if I decline now, but later decide to enroll, I will be required to provide evidence of good health that is satisfactory to the insurer and understand my request for coverage may be denied. Current employees who did not previously enroll will be required to provide evidence of insurability.*

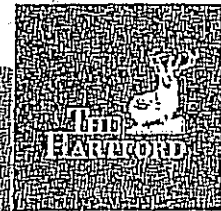
*I request to be insured and authorize payroll deductions to cover the cost of such insurance. Information in this application, including the Insurability Questionnaire, is given to obtain insurance and the statements and answers are represented, to the best of my knowledge and belief to be true and complete. I understand that (a) the insurance applied for shall not take effect until the application is approved; and (b) all insurance is subject to the eligibility provisions of the policy; and (c) must be actively at work (as defined in the group policy) to be insured. If I am not actively at work on the date my coverage would become effective, my coverage will not begin until the day I return to work. I also understand that a pre-existing condition exclusion may apply to my coverage.*

*If your answers on this application are incorrect or untrue, the carrier has the right to deny benefits or rescind your coverage.*

*Authorization to Release Information: I authorize any licensed physician, medical practitioner, hospital, clinic, or other medical or medically related facility, insurance company, the Medical Information Bureau (MIB) or any other organization, institution or person that has any records of knowledge of me or my health to give The Hartford or its reinsurer(s) any such information. This authorization is valid for 24 months from the date it is signed. I agree that a photocopy of this authorization shall be as valid as the original.*

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_



Income Protection Benefits

JJF Management Services, Inc. dba Fitzgerald Auto/Mail

Information About You Benefits Enrollment Form

Name:	24234-D	Social Security Number / Employee ID Number:
Date of Birth:		Date of Hire:
Earnings:		Location/Department/Division:

**Instructions**

- Please enter all required information clearly so that there will be no question as to your meaning.
- Step 1: Please enter or check your coverage elections and details. You may only elect – and will be covered for – levels of coverage included in your employer's contract.
  - Step 2: Please sign, date and return this form to Martha Kowalski.

**Supplemental Life Insurance**

You can purchase Supplemental Life Insurance in increments of \$10,000. The maximum amount you can purchase cannot be more than \$200,000. If you elect an amount that exceeds the guaranteed issue amount of \$50,000, you will need to provide evidence of good health that is satisfactory to The Hartford before the excess can become effective.

Age	Under 25	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+
Rate	0.0700	0.0700	0.0800	0.1100	0.1600	0.3000	0.5000	0.7300	1.1300	2.0400	4.0300	4.0300

To calculate your Monthly cost, please use the following formula(s):

$$\frac{\text{Life Benefit Amount} + \$1,000 = \text{Rate} \times \text{My Monthly Cost}}{\text{Rate}}$$

- I elect to purchase \$\_\_\_\_\_ of Life coverage.
- I decline to purchase Life coverage.

**Beneficiary Designation**

You must select your beneficiary – the person (or more than one person) or legal entity (or more than one entity) who receives a benefit payment if you die while covered by the plans. This beneficiary designation will be for ALL group life or accidental death insurance coverage issued by The Hartford for you, unless specifically named otherwise. Please make sure that you also name a contingent beneficiary – who would receive your benefit if your primary beneficiary dies first.

Please make sure your beneficiary designation is clear so that there will be no question as to your meaning. If you name more than one primary or contingent beneficiary, show the percentage of your benefit to be paid to each beneficiary. Please provide all of the information requested below. If your beneficiary is not related either by blood or by marriage, insert the words, "Not Related" as their stated relationship. If you need assistance, contact your benefits administrator or your own legal advisor.

Underwritten by Hartford Life and Accident Insurance Company, The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Policies sold in New York are underwritten by Hartford Life Insurance Company, Home Office of both companies: Springfield, CT. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued.

JJF Management Services, Inc. dba Fitzgerald Auto/Mail  
Generic Newly Eligible Full Language  
5/26/2011

Expertise without equal.  
Benefits without burden.™

Name: \_\_\_\_\_

	Full Name	Address	Social Security	Relationship	Date of Birth	Percentage
Primary Beneficiary						
Contingent Beneficiary						

The beneficiary for insurance on the lives of your spouse and children will automatically be you, if surviving. Otherwise, the beneficiary will be the estate of the spouse and children, subject to policy provisions. A beneficiary for employee Life Insurance may be changed upon written request.

Spousal Consent For Community Property States Only: If you live in a community property state – Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, or Wisconsin – you may complete the Spousal Consent section, which allows your spouse to waive his or her rights to any community property interest in the benefit. Disclaimer: Spousal consent does not apply to ERISA plans.

This will certify that, as spouse of the Employee named above, I hereby consent to my spouse designating the person(s) listed above as beneficiaries of group life insurance under the above policy and waive any rights I may have to the proceeds of such insurance under applicable community property laws. I understand that this consent and waiver supersede any prior spousal consent or waiver under this plan.

Signature of Employee's Spouse: \_\_\_\_\_ Date: \_\_\_\_\_

**Confirmation**

I acknowledge that I have been given the opportunity to enroll in the Life Insurance coverage described in the Benefit Highlight Sheets and offered through JF Management Services, Inc. dba Fitzgerald Auto Mall.

I understand and agree that if I decline coverage now, but later decide to enroll, I will be required to provide evidence of insurability that is satisfactory to The Hartford and be approved for such coverage before it becomes effective. I understand my request for coverage may be denied by The Hartford.

I understand and agree that insurance will go into effect and remain in effect only in accordance with the provisions, terms and conditions of the insurance policy. I understand and agree that only the insurance policy issued to the policyholder (your employer) can fully describe the provisions, terms, conditions, limitations and exclusions of your insurance coverage. In the event of any difference between the enrollment form and the insurance policy, I agree to be bound by the insurance policy.

If I have life insurance coverage with The Hartford, I understand and agree that my life insurance benefit is reduced at a specified age stated in the policy. If I have disability income coverage with The Hartford, I understand and agree that the maximum duration benefits are payable will be limited to a specified period starting at a specified age and that a claim for benefits may not be approved for a pre-existing condition.

I authorize my employer to make the appropriate payroll deductions from my earnings.

I understand that no insurance will be valid or in force if I am not eligible in accordance with the terms of the group policy as issued to my employer. I acknowledge and agree that if group participation requirements are not met, this policy will not be implemented and the coverage I have elected will not be in force.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Underwritten by Hartford Life and Accident Insurance Company. The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Policies sold in New York are underwritten by Hartford Life Insurance Company, Home Office of both companies: Shelton, CT. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued.

**MARYLAND  
FORM  
MW507**

**Purpose.** Complete Form MW507 so that your employer can withhold the correct Maryland income tax from your pay. Consider completing a new Form MW507 each year and when your personal or financial situation changes.

**Basic Instructions.** Enter on line 1 below, the number of personal exemptions you will claim on your tax return. However, if you wish to claim more exemptions, or if your adjusted gross income will be more than \$100,000 if you are filing single or married filing separately (\$150,000, if you are filing jointly or as head of household), you must complete the Personal Exemption Worksheet on page 2. Complete the Personal Exemption Worksheet on page 2 to further adjust your Maryland withholding based on itemized deductions, and certain other expenses that exceed your standard deduction and are not being claimed at another job or by your spouse. However, you may claim fewer (or zero) exemptions.

**Additional withholding per pay period under agreement with employer.** If you are not having enough tax withheld, you may ask your employer to withhold more by entering an additional amount on line 2.

**Exemption from withholding.** You may be entitled to claim an exemption from the withholding of Maryland income tax if:

- a. Last year you did not owe any Maryland Income tax and had a right to a full refund of any tax withheld; AND,
- b. This year you do not expect to owe any Maryland income tax and expect to have a right to a full refund of all income tax withheld.

If you are eligible to claim this exemption, complete Line 3 and your employer will not withhold Maryland income tax from your wages.

Students and Seasonal Employees whose annual income will be below the minimum filing requirements should claim exemption from withholding. This provides more income throughout the year and avoids the necessity of filing a Maryland income tax return.

**Certification of nonresidence in the State of Maryland.** Complete Line 4. This line is to be completed by residents of the District of Columbia, Virginia or West Virginia who are employed in Maryland and who do not maintain a place of abode in Maryland for 183 days or more.

Residents of Pennsylvania who are employed in Maryland and who do not maintain a place of abode in Maryland for 183 days or more, should complete line 5 to exempt themselves from the state portion of the withholding tax. These employees are still liable for withholding tax at the rate in effect for the Maryland county in which they are employed, unless they qualify for an exemption on either line 6 or line 7. Pennsylvania residents of York and Adams counties may claim an exemption from the local withholding tax by completing line 6. Pennsylvania residents living in other local jurisdictions which do not impose an earnings or income tax on Maryland residents may claim an exemption by completing line 7. Employees qualifying for exemption under 6 or 7, should also write "EXEMPT" on line 4.

Line 4 is **NOT** to be used by residents of other states who are working in Maryland, because such persons are liable for Maryland income tax and withholding from

their wages is required.

If you are domiciled in the District of Columbia, Pennsylvania or Virginia and maintain a place of abode in Maryland for 183 days or more, you become a statutory resident of Maryland and you are required to file a resident return with Maryland reporting your total income. You must apply to your domicile state for any tax credit to which you may be entitled under the reciprocal provisions of the law. If you are domiciled in West Virginia, you are not required to pay Maryland income tax on wage or salary income, regardless of the length of time you may have spent in Maryland.

Under the Servicemembers Civil Relief Act, as amended by the Military Spouses Residency Relief Act, you may be exempt from Maryland income tax on your wages if (i) your spouse is a member of the armed forces present in Maryland in compliance with military orders; (ii) you are present in Maryland solely to be with your spouse; and (iii) you maintain your domicile in another state. If you claim exemption under the SCRA enter your state of domicile (legal residence) on Line 8; enter "EXEMPT" in the box to the right on Line 8; and attach a copy of your spousal military identification card to Form MW507. **In addition, you must also complete and attach Form MW507M.**

**Duties and responsibilities of employer.** Retain this certificate with your records. You are required to submit a copy of this certificate and accompanying attachments to the Compliance Division, Compliance Programs Section, 301 West Preston Street, Baltimore, MD 21201, when received if:

1. You have any reason to believe this certificate is incorrect;
2. The employee claims more than 10 exemptions;
3. The employee claims an exemption from withholding because he/she had no tax liability for the preceding tax year, expects to incur no tax liability this year and the wages are expected to exceed \$200 a week;
4. The employee claims an exemption from withholding on the basis of nonresidence; or
5. The employee claims an exemption from withholding under the Military Spouses Residency Relief Act.

Upon receipt of any exemption certificate (Form MW507), the Compliance Division will make a determination and notify you if a change is required.

Once a certificate is revoked by the Comptroller, the employer must send any new certificate from the employee to the Comptroller for approval before implementing the new certificate.

If an employee claims exemption under 3 above, a new exemption certificate must be filed by February 15th of the following year.

**Duties and responsibilities of employee.** If, on any day during the calendar year, the number of withholding exemptions that the employee is entitled to claim is less than the number of exemptions claimed on the withholding exemption certificate in effect, the employee must file a new withholding exemption certificate with the employer within 10 days after the change occurs.

**FORM  
MW507 Employee's Maryland Withholding Exemption Certificate**

Print full name	Social Security Number
Street Address, City, State, ZIP	County of residence (Nonresidents enter Maryland county (or Baltimore City) where you are employed.)
<input type="checkbox"/> Single <input type="checkbox"/> Married (surviving spouse or unmarried Head of Household) Rate <input type="checkbox"/> Married, but withhold at Single rate	

1. Total number of exemptions you are claiming not to exceed line f in Personal Exemption Worksheet on page 2. . . . . 1. \_\_\_\_\_
2. Additional withholding per pay period under agreement with employer. . . . . 2. \_\_\_\_\_
3. I claim exemption from withholding because I do not expect to owe Maryland tax. See instructions above and check boxes that apply.
  - a. Last year I did not owe any Maryland income tax and had a right to a full refund of all income tax withheld and
  - b. This year I do not expect to owe any Maryland income tax and expect to have the right to a full refund of all income tax withheld. (This includes seasonal and student employees whose annual income will be below the minimum filing requirements).  
If both a and b apply, enter year applicable \_\_\_\_\_ (year effective) Enter "EXEMPT" here . . . . . 3. \_\_\_\_\_
4. I claim exemption from withholding because I am domiciled in one of the following states. Check state that applies.
  - District of Columbia       Virginia       West Virginia
  - I further certify that I do not maintain a place of abode in Maryland as described in the instructions above. Enter "EXEMPT" here. . . . . 4. \_\_\_\_\_
5. I claim exemption from Maryland **state** withholding because I am domiciled in the Commonwealth of Pennsylvania and I do not maintain a place of abode in Maryland as described in the instructions on Form MW507. Enter "EXEMPT" here. . . . . 5. \_\_\_\_\_
6. I claim exemption from Maryland **local** tax because I live in a local Pennsylvania jurisdiction within York or Adams counties. Enter "EXEMPT" here and on line 4 of Form MW507. . . . . 6. \_\_\_\_\_
7. I claim exemption from Maryland **local** tax because I live in a local Pennsylvania jurisdiction that does not impose an earnings or income tax on Maryland residents. Enter "EXEMPT" here and on line 4 of Form MW507. . . . . 7. \_\_\_\_\_
8. I certify that I am a legal resident of the state of \_\_\_\_\_ and am not subject to Maryland withholding because I meet the requirements set forth under the Servicemembers Civil Relief Act, as amended by the Military Spouses Residency Relief Act. Enter "EXEMPT" here. . . . . 8. \_\_\_\_\_

**Under the penalty of perjury,** I further certify that I am entitled to the number of withholding allowances claimed on line 1 above, or if claiming exemption from withholding, that I am entitled to claim the exempt status on whichever line(s) I completed.

Employee's signature	Date
Employer's name and address including ZIP code (For employer use only)	Federal Employer Identification Number

**Personal Exemptions Worksheet**

**Line 1**

- a. Multiply the number of your personal exemptions by the value of each exemption from the table below. (Generally the value of your exemption will be \$3,200; however, if your federal adjusted gross income is expected to be over \$100,000, the value of your exemption may be reduced. **Do not claim any personal exemptions you currently claim at another job, or any exemptions being claimed by your spouse.** To qualify as your dependent, you must be entitled to an exemption for the dependent on your federal income tax return for the corresponding tax year. **NOTE:** Dependent taxpayers may not claim themselves as an exemption. . . . . a. \_\_\_\_\_
- b. Multiply the number of additional exemptions you are claiming for dependents age 65 or over by the value of each exemption from the table below. . . . . b. \_\_\_\_\_
- c. Enter the estimated amount of your itemized deductions (excluding state and local income taxes) that exceed the amount of your standard deduction, alimony payments, allowable childcare expenses, qualified retirement contributions, business losses and employee business expenses for the year. Do not claim any additional amounts you currently claim at another job or any amounts being claimed by your spouse. **NOTE:** Standard deduction allowance is 15% of Maryland adjusted gross income with a minimum of \$1,500 and a maximum of \$2,000. . . . . c. \_\_\_\_\_
- d. Enter \$1,000 for additional exemptions for taxpayer and/or spouse age 65 or over and/or blind. . . . . d. \_\_\_\_\_
- e. Add total of lines a through d. . . . . e. \_\_\_\_\_
- f. Divide the amount on line e by \$3,200. **Drop any fraction. Do not round up.** This is the **maximum** number of exemptions you may claim for withholding tax purposes. . . . . f. \_\_\_\_\_

<b>If your federal AGI is</b>		<b>If you will file your tax return</b>	
		Single or Married Filing Separately <b>Your Exemption is</b>	Joint, Head of Household or Qualifying Widow(er) <b>Your Exemption is</b>
<b>\$100,000 or less</b>		<b>\$3,200</b>	<b>\$3,200</b>
<b>Over</b>	<b>But not over</b>		
<b>\$100,000</b>	<b>\$125,000</b>	<b>\$1,600</b>	<b>\$3,200</b>
<b>\$125,000</b>	<b>\$150,000</b>	<b>\$800</b>	<b>\$3,200</b>
<b>\$150,000</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$1,600</b>
<b>\$175,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$800</b>
<b>In excess of \$200,000</b>		<b>\$0</b>	<b>\$0</b>

**FEDERAL PRIVACY ACT INFORMATION**

Social Security numbers must be included. The mandatory disclosure of your Social Security number is authorized by the provisions set forth in the Tax-General Article of the Annotated Code of Maryland. Such numbers are used primarily to administer and enforce the individual income tax laws and to exchange income tax information with the Internal Revenue Service, other states and other tax officials of this state. Information furnished to other agencies or persons shall be used solely for the purpose of administering tax laws or the specific laws administered by the person having statutory right to obtain it.

**NEW EMPLOYEE DATA FORM**  
(to be attached to New Employee Package)

NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

FULL TIME OR PART TIME: \_\_\_\_\_

POSITION: \_\_\_\_\_

WAGE: \_\_\_\_\_

DATE SENT TO PERSONNEL DEPT: \_\_\_\_\_

REQUESTED DATE OF EMPLOYMENT: \_\_\_\_\_

ACTUAL DATE OF EMPLOYMENT: \_\_\_\_\_ (to be completed by Personnel Dept)

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MANAGER'S CHECKLIST**

- \_\_\_\_\_ COMPLETED EMPLOYMENT APPLICATION
- \_\_\_\_\_ BACKGROUND CHECK COMPLETED AND APPROVED BY RISK MANAGEMENT DEPT.
- \_\_\_\_\_ TWO INTERVIEWS COMPLETED
- \_\_\_\_\_ REFERENCES CHECKED
- \_\_\_\_\_ COMPLETED "NEW EMPLOYEE PACKAGE"
- \_\_\_\_\_ DRIVING RECORD REVIEWED AND IN COMPLIANCE
- \_\_\_\_\_ VALID DRIVER'S LICENSE

**EMPLOYMENT ELIGIBILITY VERIFICATION**

(check one of the following)

- \_\_\_\_\_ ORIGINAL SOCIAL SECURITY CARD
- \_\_\_\_\_ ORIGINAL BIRTH CERTIFICATE OF CERTIFIED COPY
- \_\_\_\_\_ PASSPORT
- \_\_\_\_\_ ALIEN REGISTRATION CARD W/PHOTOGRAPH

## NO HARASSMENT POLICY

Fitzgerald Automotive Family is an equal opportunity employer and does not and will not tolerate discrimination or harassment on the basis of race, color, sex, religion, national origin, citizenship, age, marital status or physical or mental condition resulting in disability. Harassment on the basis of such personal characteristics is unlawful discrimination. Harassment can include, but is not limited to, verbal conduct such as slurs, jokes, remarks or innuendoes, physical conduct and the creation of a hostile working environment by behavior which disparages the race, sex, age, religion or other characteristics of an individual.

Like other forms of unlawful discrimination, Fitzgerald Automotive Family does not tolerate sexual harassment in the work place or in a situation which is work-related. Sexual harassment by co-workers as well as by supervisors is prohibited by law. All supervisors and employees share the responsibility for fostering a work place in which employees treat each other with mutual respect.

Sexual harassment includes:

1. Uninvited or unwelcome sexual advances;
2. Requests for sexual favors, or other acts or words of a sexual nature, accompanied by a promise of a favorable job treatment or a suggestion that rejection of the sexual words or conduct would adversely affect the employee's terms and conditions of employment;
3. Any words or conduct of a sexual nature which has the purpose or effect of interfering with an employee's performance of his or her job duties or which creates an intimidating, hostile or offensive working environment.

Examples of behavior which are typically unwelcome and personally offensive to employees are:

1. Repeated sexual flirtations, advances or propositions;
2. Repeated remarks of a sexual nature, crude jokes, graphic or degrading comments about an employee's clothing or appearance, or the display of sexually suggestive pictures or objects;
3. Uninvited or non-consented touching, including patting, pinching, or repeated brushing against another's body.

Social encounters or relationships to which both parties consent and well-intended compliments are not sexual harassment. Employees are cautioned, however, that such conduct, particularly statements concerning an individual's physical appearance, may be subject to misinterpretation. All Fitzgerald Automotive Family members will treat customers and each other with the utmost respect and dignity at all times.

If you are the subject of conduct or harassment of any kind by an employee, customer, or vendor which you believe is offensive or degrading, tell the harasser that you find the conduct offensive, and if it does not stop at once, you should report it immediately to the Human Resources Department or General Manager of your company, or alternatively, to Rose Jernigan, Dorothy Fitzgerald, Garry Jenkins, Bill Cash, or Jack Fitzgerald of JJF Management at (301-881-4000). If you witness conduct by another which you believe may constitute harassment, you should discuss the situation with one of the before mentioned people.

Any employee who reports an incident of possible harassment or discrimination is assured that there will be no retaliation for making such a report, that management will investigate the allegations, and that, if it appears that this policy has been violated, the offender will be disciplined or other preventive measures will be taken. Every effort will be made to conduct the investigation in a manner which will protect the privacy of all concerned.

Engaging in such conduct will subject an employee to disciplinary action up to and including immediate discharge.

Do not assume that the company is aware of any incident of discrimination or harassment. All employees share the responsibility to bring complaints or concerns about discrimination or harassment to the company's attention so that efforts can be made to resolve the problem.

I acknowledge that I have read and understand the "No Harassment Policy."

Employee Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Employee Services Setup Instructions

The process to get setup for Employee Services is fairly straightforward. Follow the below steps to establish your account. For information on using Employee Services, see the Employee Services User Guide.

1. Go to <https://www.paychoiceonline.com/webs/header.asp?ui=215172>  
\*\*\* Save as a Favorite \*\*\*

2. Click on "Click here to create your account" under "New to Employee Self Service"

**Sign in to Online Employer**

Login:

[Where do I enter my password?](#)

[I forgot my password](#)

---

[New to Employee Self Service?  
Click here to create your account](#)

[TimeVantage Users  
Click here to create your account](#)

3. You will be prompted to enter your First Time User Name and your Access Code. Your First Time User Name is your last name and the last 4 digits of your SSN. (For example, John Smith with an SSN of 999-11-1234 would have a First Time User Name 'smith1234'.) The Access Code for all employees will be **16452035 for RENT A WRECK OR 16451801 FOR NEXTCAR**

**First Time Employee Login**

First Time User Name

Access Code

4. You will be prompted to establish an account. Please note the necessary specifications for your login and password. Complete the screen as directed and click Save Changes when complete.

## Create Your User Profile

Login must contain between 6-20 alpha-numeric characters  
Login and Password cannot be the same  
Password cannot contain the words 'password' or 'payroll'.

**New Password Compliance Rules**  
Password must contain a minimum of 8 characters and a maximum of 20 character(s)  
Password must contain mixed case letters (meaning at least 1 lower case character AND at least 1 upper case character)  
Password must contain at least 1 numeric digit  
Password must contain at least 1 of the following punctuation characters (! # \$ % & \* + / : ; = ? \_ )  
Password needs to gain an **EXCELLENT** complexity rating upon entering it below

Login

Password

Confirm Password

Email Address

5. Once your account profile is setup, you will be returned to the main login screen from which you can now login. **Enter your logon ID and click Sign In.** You will enter your password on the next screen.

### Sign in to Online Employer

**User Profile has been Created.  
Please Login**

Login:

Where do I enter my password?

[I forgot my password](#)

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New to Employee Self Service?  
[Click here to create your account](#)

TimeVantage Users  
[Click here to create your account](#)

6. Enter your password and click "Sign In"

## Enter your Online Employer Password

Login: test1414

Password:

[Forgot Password?](#)

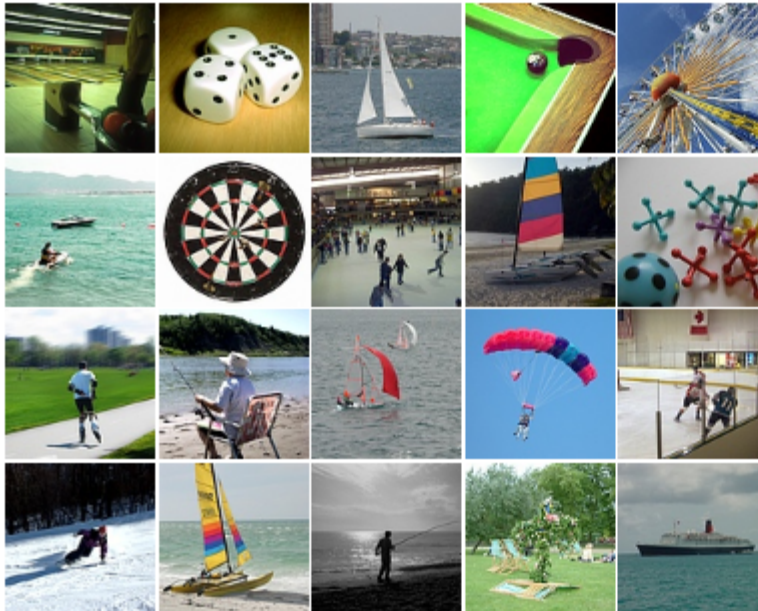
7. After you enter your Password you will be prompted to create your Online Employer Personal Image and Phrase. Select a Picture and Enter Phrase. Click "Next" to continue.

• **Step 1: Choose your Online Employer Personal Image and Phrase**

Please choose an image category, then click on the image you would like to use for your Online Employer Personal Image

Image Category:

**Selected Image**



Please enter a phrase to use for your Online Employer Personal Phrase. **NOTE: This is not your password.**

Phrase:

Example: Great song

8. You will then be prompted to answer 5 Security Questions.

## Select your Online Employer Enhanced Credentials

We are changing the way you sign in to Online Employer to better safeguard the privacy and security of your personal information. Previously, you signed in using your Login and Password. From now on, you'll also use your Online Employer Enhanced Credentials.

Your Online Employer Enhanced Credentials are made up of a few pieces of information which will be used to verify your identity to Online Employer. In addition, your Enhanced Credentials will be used by you to verify the authenticity of the Online Employer website.

✓ Step 1: Choose your Online Employer Personal Image and Phrase

● Step 2: Create your Online Employer Enhanced Credentials Secret Questions

Please select and provide answers to the secret questions below. The answer you give should be something that only you would know.

Question 1: Which state did you first visit (outside the one you were born in)?

Answer:

Question 2: In which city was your mother born?

Answer:

Question 3: What is the first name of your eldest nephew/niece?

Answer:

Question 4: What was the name of your first pet?

Answer:

Question 5: What is your mother's middle name?

Answer:

< Back   Next >

### 9. Verify your Account information

## Select your Online Employer Enhanced Credentials

We are changing the way you sign in to Online Employer to better safeguard the privacy and security of your personal information. Previously, you signed in using your Login and Password. From now on, you'll also use your Online Employer Enhanced Credentials.

Your Online Employer Enhanced Credentials are made up of a few pieces of information which will be used to verify your identity to Online Employer. In addition, your Enhanced Credentials will be used by you to verify the authenticity of the Online Employer website.

✓ Step 1: Choose your Online Employer Personal Image and Phrase

✓ Step 2: Create your Online Employer Enhanced Credentials Secret Questions

● Step 3: Verify your Account Information

Please confirm your email address. This address will be utilized for all Online Employer correspondences including the Forgot Password process.

Email Address:


< Back   Next >

○ Step 4: Review

10. Review your information. **Please note the option at the bottom of the page. Make selection accordingly and click Submit.**  
**Click on YES**  
**If you click NO – you will be required to answer your Security Questions the next time that you sign in.**

**This Registration is for this PC only - You will need to answer your Security Questions if you use a different PC.**

• Step 4: Review

**Personal Image and Phrase**  
Personal Image:   
Personal Phrase: Go Caps

**Secret Questions**  
Question 1: Which state did you first visit (outside the one you were born in)?  
red  
Question 2: In which city was your mother born?  
red  
Question 3: What is the first name of your eldest nephew/niece?  
red  
Question 4: What was the name of your first pet?  
red  
Question 5: What is your mother's middle name?  
red

**Account Information**  
Email: escheiner@navy.milnet.navy.mil

**Would you like to register this computer?**  
 Yes, I plan on using this computer to access Online Employer in the future  
 No, this is a public computer or one I do not plan on using to access Online Employer in the future.

< Back Submit

11. When you have completed, you should receive the following message.

**Congratulations!** You've successfully created your new enhanced Online Employer credentials.

From now on, when you log in to Online Employer, you'll be presented with your Security Image and Security Passphrase before you enter your password. If you don't recognize the image or phrase, do not enter your password - contact your administrator for further assistance.

You may occasionally be asked to answer your Challenge Questions, mainly if we don't recognize the computer you're using to access Online Employer. Once you answer the questions correctly, you'll be able to log in as usual.

If you have questions about the new security enhancements, please see the Help links on the login pages, or contact your administrator.

Continue on to Online Employer

12. You will now be guided to the product launch page. To access the Employee Services product, click the link for your company. Note – the link will open a new window with the product. Please be sure to disable any pop-up blocking software so that this window will be able to open.

**Home** 

Home | My Profile | Log Out

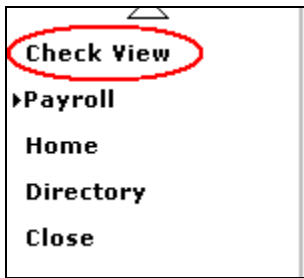
**Information Center** No New Messages

**Product Options**

Employee Services	Code	Name
	DEMO	<a href="#">YOUR SAMPLE COMPANY</a>

\* To launch a product, select the appropriate product tab and click on the company name hyperlink. A new browser session will be launched.

13. To view your check history, click on the Check View link.



14. Your check history will appear. The checks are listed with the most recent on top. Click the View link next to the check to see your check stub.

	Check Number	Net Pay	Check Date
<a href="#">View</a>	1024	212.99	01/21/2004
<a href="#">View</a>	1011	213.00	01/14/2004

15. To view your W2 history, click on the Year link next to the W2 Year.

W2 Year:



Approval Date: July 27, 2005

## Job Description

## Res Sales Agent

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**Title:**

Res Sales, Agent I

Res Sales, Agent II

**Job Function:** RSA

**Pay Status:** Hourly

**FLSA:** Non-Exempt

**Reports To:** Reservations Supervisor

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### **JOB SUMMARY:**

Use sales and customer service techniques to gain reservation commitment from customer calls and customer inquiries. Perform duties and provide services that reflect professionally upon the Company.

### **ESSENTIAL DUTIES:**

1. Receive incoming telephone calls from potential customers inquiring about rental reservations, rates, special offers, eligibility or other information. Provide customers with complete and accurate rental rates and requirements.
2. Qualify prospective renter according to established procedures. Explain qualification requirements as requested. Determine customer rental needs by utilizing established question and answer techniques.
3. Make rental recommendations and sell vehicle rental reservations based on the customer needs. Solicit customers for additional rental reservations when appropriate. Solicit customer's reason(s) for not confirming vehicle reservations when appropriate. Respond to customer questions and objections utilizing established sales techniques. Offer alternatives in order to gain customer's commitment to rent. Capture reasons for not selling the reservation as required and record the reasons within the reservation's documenting systems.
4. Book reservations following established procedures. Enter reservation information and customer data into systems using appropriate codes, data, etc., and obtain and verify accuracy of information as required. Provide customer with all appropriate rate and rental information.
5. Respond to customer issues, directing more difficult or unusual issues to a supervisor for resolution.
6. Read company announcements, procedures, notices, e-mails, etc. in order to stay abreast of company programs and promotions.
7. Perform other duties as assigned.

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*Note: The job description reflects the Company's current assessment of the essential functions of the job. It is not meant to, nor does it, restrict the Company from assigning additional duties and responsibilities not specifically identified as essential functions herein. It is also not meant to, nor does it, restrict the Company from determining the need to modify or revise in any way the essential functions of the job.*

**KEY WORKING RELATIONSHIPS**

This position has internal contact primarily with staff in reservation’s center as well as with staff in other locations, traffic, sales, fleet, accounting and training to gather or relay information.

Primary and continuous contact is with customers and potential customers over the telephone in securing reservations and the sale of company products, promotions and services.

**RESPONSIBILITY SCOPE/ IMPACT AND LATITUDE OF ACTION:**

Agent Level I

Has full authority to secure reservations within pre-established procedural and price guidelines utilizing a script. Refers more difficult or unusual issues to a supervisor for resolution.

Successful execution of duties results in increases in: vehicle fleet utilization, company revenue, increased customer base and Brand loyalty.

Agent Level II

In addition to Agent I reservation duties, Level II researches reservation problems, develops a solution and / or refers problems to the supervisor. Gives feedback on Agent I calls. May be acting supervisor in the absence of the supervisor. May collect departmental performance data and enter data into a report for the team’s daily statistics. Agents may also be level II if proficient and has a minimum 6 months preferred experience as an Agent I; has successfully achieved Reservation set performance standards and has demonstrated leadership ability to motivate Agent I. Must be able to handle and balance multiple customer calls and Agent I questions. Successful execution of duties results in increases in: vehicle fleet utilization, company revenue, increased customer base and Brand loyalty.

**PREFERRED QUALIFICATIONS / JOB KNOWLEDGE AND SKILLS**

- High school diploma or equivalent
- 6 months experience in inbound/ outbound sales or customer relations.
- Reservation sales skills.
- Successful completion of the Company’s New Hire classroom training.
- Oral and written communication skills required to establish and build positive relationships and Brand loyalty with customers.
- Effective listening skills and willingness to follow a prescribed telephone script.
- Ability to speak and read English fluently. Spanish fluency or other language fluency may be necessary for certain call center desks depending on types of customer flow.
- Comply with all company standards in the handling of all customer calls.
- Use professional judgment in the handling of customer calls.
- Ability to work effectively in a team environment and ability to follow instructions.
- Basic personal computing skills, including typing/ keyboarding skills.
- Basic data entry skills, in both speed and accuracy.
- Basic phone skills.
- Regular attendance and some scheduling flexibility is required.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand the job description and the job’s performance expectations will be the basis for my performance reviews and any related salary reviews.

Employee’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Note:** The job description reflects the Company’s current assessment of the essential functions of the job. It is not meant to, nor does it, restrict the Company from assigning additional duties and responsibilities not specifically identified as essential functions herein. It is also not meant to, nor does it, restrict the Company from determining the need to modify or revise in any way the essential functions of the job.

Revised 03-08-2017

Category	Expectations/Standards
<b>CUSTOMER SERVICE</b>	1. Greet all customers and identify self by name
	2. Identify customer needs and make recommendations
	3. Qualify customer according to established procedures
	4. Provide accurate responses to qualification questions
	5. Offer program information when appropriate
	6. Provide customers with accurate information (rates/res/surcharges)
	7. Speak clearly and concisely
	8. Use customer's name during the call - (all applicable calls)
	9. Ask for reservation twice during conversation
	10. Ask for additional reservation needs
	11. Thank each customer for choosing the specific brand location
	12. Handle problem reservation calls
	13. No customers on hold for longer than _____ seconds
	14. Other:
	15. Other:
<b>PROFITABILITY</b>	1. Demonstrate effective selling skills
	2. Identify and overcome objections
	3. Maintain avg of _____ reservation booking revenue <u>per hour</u> (Average amount of revenue generated per hour during a month)
	4. Sell vehicle rental reservation based on customer's needs
	5. Maintain \$_____ revenue per <u>transaction</u> (Average amount of revenue generated for each reservation you made during the month)
	6. Maintain avg talk time of _____ minutes (Average amount of time, in seconds, that you spend with a customer on a call)
	7. Maintain avg booking ratio of _____% on calls (The percentage of revenue opportunity calls that make a reservation)
	8. Other:
	9. Other:

<b>TEAMWORK</b>	1. Be unavailable between calls an avg of no more than _____ seconds
	2. Maintain _____ % of <u>productive time</u> (Time you are scheduled to work and are on the phone, determined by attendance and punctuality)
	3. Follow revised instruction
	4. Maintain adequate supplies at work station
	5. Maintain a neat and organized work area
	6. Understand daily game plan at start of shift
	7. Demonstrate flexibility in meeting operational needs
	8. Treat other team members with courtesy and respect
	9. Other:
	10. Other:
<b>JOB KNOWLEDGE / ADMINISTRATION</b>	1. Maintain minimum test call score of _____ %
	2. Collect all required reservation data
	3. Demonstrate competency on automated reservation system
	4. Complete all manual tracking systems daily
	5. Complete appropriate training programs
	6. Read and apply all information re: programs/procedures
	7. Other:
	8. Other:
<b>GENERAL</b>	1. Meet Company standards on attendance and punctuality
	2. Adhere to Company rules of conduct
	3. Maintain professional appearance
	4. Display appropriate business behavior
	5. Other:
	6. Other:

My immediate manager has shown me and has discussed the performance expectations and standards for this position. I understand these expectations will be the basis for my next performance review and any related salary review.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

## **Policy on Blogging, Social Networking, and Other Public Discourse on the Internet**

The Company respects the right of our employees to engage in blogging, social networking and other public discourse via the Internet. This policy sets forth some guidelines to mark the boundaries between your work and private life when participating in such activities.

Bloggging, participating in social network sites and other public discourse on the Internet is not allowed on Company time, from Company's computer systems or using the Company's e-mail accounts, except for Company business subject to these guidelines.

If you comment on the Company, identify yourself as a Company employee, or become identified as a Company employee, even if you do not use Company equipment when you blog, participate in social networking or other public discourse on the Internet, you must be professional and courteous, and follow the standards of acceptable business communications. You must also:

- Explicitly and conspicuously state that the views you are articulating are your own and not the views of the Company. You must not state or imply you are speaking for the Company.
- You must not disclose any trade secrets or other confidential or proprietary information about the Company, its customers or suppliers. This includes any information that is not already in the public domain or which might give any of the Company's competitors a competitive advantage. If you are unsure about what information falls under this policy, please check with your manager.
- You may not disclose any personal or confidential information about third parties, including other employees or others associated with the company, or post pictures of them, without their permission.
- You must not use vulgar or sexually explicit language.
- You must not discriminate on the basis of race, gender, religion, age, disability, or any other protected criteria.
- You must obey all laws.
- You must not use the Company's trademarks or copyrighted material without written permission.
- Because your conduct online may reflect on the Company if you are identified with the Company in any way, your online postings must be true, accurate, and factual and must not be defamatory.

Please remember that any sarcastic, demeaning, flippant, unprofessional or ill-considered posting you make on the Internet may be forwarded and may be impossible to retrieve. Any such communications will reflect poorly on you and may reflect poorly on the Company.

If you are using the Company's computer systems or a Company e-mail account when blogging, engaging in social networking or otherwise engaging in public discourse on the Internet you may not do so on Company time. These additional activities are also prohibited:

- Using or creating an account with dating or matchmaking services;
- Engaging in fundraising, except on behalf of a nonprofit charitable organization;
- Engaging in no job-related solicitations;
- Engaging in online gambling; and,
- Selling goods or services for personal gain.

Of course, all Company policies regarding the conduct of employees and the use of its computer systems apply as well.

You are personally responsible for the information you put on the Internet. If you choose to engage in blogging, social networking or other public discourse on the Internet, you do so at your own risk. The Company will not indemnify you from claims resulting from such activities.

If you have questions about this policy, please contact Glenn Price @ (240) 646-7151.

Violations of this policy will result in disciplinary action, up to and including termination of employment.

The Company = NextCar or Rent A Wreck

I have received, read, and understand the Policy on Blogging, Social Networking, and Other Public Discourse on the Internet.

Employee Name: \_\_\_\_\_ Emp. No. \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Telephone Monitoring and Recording Notification and Consent Form

Telephone Calls Originating In the Call Center On the Company Telephone System Will Be Monitored And Recorded And Made Available To Officials of the Company. These Calls Are Being Monitored In The Interest Of Training, Quality Of Service, Or Other Legitimate Business Purposes. In Addition To These Calls, the Company Management May Decide To Monitor And Record Calls Involving Other Business Unit Areas In The Interest Of Training, Quality Of Service, Or Other Legitimate Business Purposes.

The Company Reservation Associates Will Be Receiving Most Of These Calls. However, It Is Possible That A Call Could Be Misdirected To Others In The Company. Therefore, All Employees Who Use the Company Telephone System Are Being Informed Of The Monitoring And Recording Of Telephone Calls And Are Required To Sign The Notification Consent Form Of The Monitoring And Recording Of Telephone Calls On the Company Telephone System.

I Have Been Informed By The Management Of the Company That Telephone Calls Originating In the Call Center On the Company Telephone System Will Be Monitored And Recorded And Made Available To Officials Of the Company. This Includes All Calls That I Am A Party To On the Company Telephone System.

I Hereby Consent To the Monitoring and Recording of All Calls That I Am a Party to on the Company Telephone System.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## TRAINING WAGE POLICY

During Working Hours:

Attendance at lectures, meetings, training programs, including training programs inside the Rental Car On-Line University (RC-OLU), and similar activities **during regular working hours** constitutes work time and must be compensated as such, according to the Fair Labor Standards Act (FLSA).

After Working Hours - Non-Exempt/Hourly Employees:

Attendance at lectures, meetings, training programs, including training programs inside the Rental Car On-Line University (RC-OLU), and similar activities **will not be counted as time worked** and as a result the employee will not be paid for that time if the following **“four”** criteria are met:

1. Attendance is outside of the employee's regular working hours;
2. Attendance is voluntary;
3. The course, lecture, or meeting is not directly related to the employee's job;
4. The employee does not perform any productive work during the attendance.

Lectures, meetings, training programs, including training programs inside the Rental Car On-Line University (RC-OLU), and similar activities that would be considered work time **must have prior management approval before you enroll or attend**. *This requirement does not apply to Exempt/Salaried Employees.*

**If you are uncertain** as to whether a lecture, meeting, training program, including training programs inside the Rental Car On-Line University (RC-OLU) or other similar activity would be considered as work time, you must ask and obtain approval from your manager before enrolling or attending.

If you have questions about this policy, please contact your Managers, Pat The Trainer @ (240) -581-1387 (ext. 18977) or Glenn Price @ (240) 646-7151 (ext. 18998).

All Company policies regarding the conduct of employees and the use of its computer systems apply as well.

Violations of this policy will result in disciplinary action, up to and including termination of employment.

I have received, read, and understand the Policy on lectures, meetings, training programs, including training programs inside the Rental Car On-Line University (RC-OLU), and similar activities.

Employee Name: \_\_\_\_\_ Emp. No. \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**UNAUTHORIZED USE OF COMPANY VEHICLES**

ALL EMPLOYEES MAY USE VEHICLES FOR **COMPANY BUSINESS ONLY...**SPECIFICALLY AUTHORIZED USES INCLUDE:

1. SHUTTLING VEHICLES FROM ONE LOCATION TO ANOTHER
2. USING A VEHICLE TO RUN ERRANDS FOR THE ACCOUNTING DEPARTMENT AS DIRECTED BY THE ACCOUNTING MANAGER
3. USING A VEHICLE TO PICK UP OR RETURN A CUSTOMER TO OR FROM THEIR DESTINATION
4. ANY OTHER USE SPECIFIED AND AUTHORIZED BY DEPARTMENT MANAGERS

THIS DOES NOT ALLOW FOR THE FOLLOWING:

1. STOPPING AT ANY OTHER LOCATION OR ANY OTHER STORE IN BETWEEN POINT "A" AND POINT "B" WHEN SENT ON A RUN. FOR EXAMPLE: 7-ELEVEN, YOUR BANK, MCDONALDS, ETC.
2. PICKING UP OR GIVING A RIDE TO ANY UNAUTHORIZED PERSON OR PERSONS. EXAMPLE: FRIEND, GIRLFRIEND/BOYFRIEND, HITCH HIKER, ETC.
3. USING A COMPANY VEHICLE TO GO TO LUNCH OR TO GET YOUR LUNCH

ANY OTHER USES OF A COMPANY VEHICLE OTHER THAN SPECIFIED IN THIS DOCUMENT OR SPECIFIED WITH THE PERMISSION OF A DEPARTMENT MANAGER WILL BE CONSIDERED *UNAUTHORIZED USE OF A COMPANY VEHICLE* AND ANY VIOLATOR OF THIS POLICY MAY BE TERMINATED AND PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

ALL COMPANY BUSINESS WILL BE CONDUCTED IN THE COMPANY-ISSUED VEHICLE FOR THAT LOCATION, i.e. THE MANAGER'S VEHICLE. THESE CARS ARE INSURED SEPARATELY, SPECIFICALLY FOR THESE PURPOSES.

ALL EMPLOYEES WHO WISH TO HAVE LUNCH OFF PREMISES OR TO OBTAIN LUNCH FROM AN OFF-PREMISE LOCATION MUST USE THEIR OWN VEHICLE.

***UNAUTHORIZED USE OF A COMPANY VEHICLE WILL NOT BE TOLERATED UNDER ANY CIRCUMSTANCES AND IS GROUNDS FOR IMMEDIATE TERMINATION.***

BY MY SIGNATURE, I AFFIRM THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE ABOVE.

Name: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## UNAUTHORIZED WORK HOURS

I \_\_\_\_\_ understand that I cannot work unscheduled work hours that have not been properly authorized by my manager ahead of time. I further understand that working an unauthorized schedule will be cause for disciplinary action, up to and including termination.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

## LUNCH BREAKS

Employees scheduled for 8.5 hours or more in a single work day are required to take a half-hour lunch break. They are not expected or required to be on-hand to work during the one-half hour lunch (whether they freely choose to leave or remain at the worksite).

Employees must notify their supervisor immediately if they are not free to take their (1/2) one-half hour lunch period without an expectation, or "reasonable understanding" that they must work, or be on hand to work. A "reasonable understanding" is a condition in which it is generally known, or the employee reasonably believes that failure to perform work (or be available -"on hand" to perform work) during their break will result in some negative effect on employment. Employees must notify their supervisor immediately if they believe they are faced with a condition of this nature since they must be paid for the one-half hour lunch.

I \_\_\_\_\_ understand the following:

- If I work 8.5 hours in a single day I am required to take a lunch break, and that I must clock "out" and "in" for lunch.
- If I work 8.5 hours or more and I have not clocked "out" and "in" for lunch, the time clock system will automatically deduct the one-half (1/2) hour lunch break off my time for that day.
- I must notify my supervisor immediately if I believe that I'm not free to take my one-half hour lunch break without an expectation or reasonable understanding that I must work or be on hand to work since this will require that I be paid for the (1/2) one-half hour lunch.
- Working my one-half hour lunch without immediately notifying my manager of the condition will be cause for disciplinary action, up to and including termination.
- Employees who work less than 8.5 hours in a single work day are not required to take a lunch break.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

**NEW! OPTIONAL NAME EMBROIDERY PLACEMENT**

First Name or First Name and Last Initial are to be placed on the **Opposite Side Chest** from the Logo. The charge is \$5.40 per line.

**INTERNET SECURITY**

Feel free to read the Privacy & Security Policy provided on the E-Store's Website.

**RETURNS OR EXCHANGES**

Read the Return and Exchange Policy provided on the E-Store's Website and on your packing slip that will be included in your shipment.

**COMPANY'S UNIFORM POLICY**

You will see a variety of uniform attire available in the Company E-Store... Please only purchase items listed in the Company Uniform Policy.

**COMPANY LOGO PLACEMENT AND SELECTION**

The Company logo is to be placed on the **Left Side Chest** on shirts and jackets. Select the **Center Front Upper** on Caps & Hats. **Do not select a second logo placement. You will be charged \$5.35 for each logo placement on every item.**

## Company E-Store For Uniforms



Associates are required to wear Company approved logo attire. I.e. shirts, sweaters, jackets, caps, etc. These uniform items are to be purchased through the Company E-Store.

Company approved attire must be purchased and worn within thirty days of the Associates' hire date.

**Associates are to wear only Company logo attire.**

Associates shall purchase slacks or "Docker" style pants on their own (without a logo) or they may purchase them through the Company E-Store and receive a 10% discount.

The company approved **logo shirt colors** for uniform attire are now assorted:

- White, Yellow, Assorted Blues
- Assorted Greens, Grey, Red
- Black, Charcoal, Burgundy
- Khaki, Tan, Orange, etc.

The company approved **pant and slack colors** for uniform attire are:

- Navy blue,
- Khaki,
- Tan,
- Black,
- Charcoal or
- Gray

**A copy of the Uniform Policy is attached to this announcement. (Our Company Personal Appearance Image Requirements)**

We have set up an On-Line E-Store through **Land's End Business Outfitters** for Associates to purchase their Company uniforms.

**Lands' End** is known and highly recognized for its **Quality Corporate Attire**.

Shopping highlights:

Each Associate will be able to order uniform purchases with **no minimum** order required.

You may also have your name embroidered on your uniform attire at the **10% discounted application fee of \$5.40 per line**.

You will be able to choose the appropriate Company Logo color lettering with ease to be applied to your uniform item.

Each logo application will be applied at our **10% discounted application fee of \$5.35. That's \$5.35 each time the logo is used on a uniform item.**

**How to Place Your Uniform Order:**

You will need a credit or debit card to purchase your uniform attire. The Company E-Store operates just like any other on-line shopping store. A delivery charge will apply, however you may choose the delivery that best suits your needs. Ground shipping orders arrive between 7 to 10 **business days**.

The uniform items will be delivered to the address you supply on the site. This is generally an Associate's home address.

**You will not need to register or sign -in to the site. However, if you would like to receive their discount emails, by all means sign-up.**

To get into the E-Store type this URL into your browser:  
<http://business.landsend.com/store/nextcar/>

<http://business.landsend.com/store/rentawreck/>

## OUR COMPANY PERSONAL APPEARANCE/IMAGE REQUIREMENTS

### OUR COMPANY IMAGE SHALL BE AS FOLLOWS:

OUR COMPANY STRIVES TO MAINTAIN A VERY HIGH STANDARD IN PERSONAL APPEARANCE AND DRESS. EACH ASSOCIATE IS EXPECTED TO MAINTAIN A PROFESSIONAL APPEARANCE, AND TO APPEAR IN NEAT, CLEAN ATTIRE ON A DAILY BASIS. AS AN ASSOCIATE, YOU REPRESENT THE ORGANIZATION. THEREFORE, IT IS IMPORTANT THAT YOU PRESENT A WELL-GROOMED APPEARANCE AT ALL TIMES AND THAT YOU DRESS APPROPRIATELY FOR YOUR POSITION.

WE ASK ALL ASSOCIATES TO AVOID EXTREMES IN DRESS...

- FLASHY OR REVEALING CLOTHING AND OTHER NON-BUSINESS-LIKE CLOTHING ARE UNACCEPTABLE...
- **SHIRT TAILS ARE TO BE TUCKED INTO PANTS WITH A BELT AT ALL TIMES...**
- **PANTS MUST BE WORN WITH WAISTBAND AT WAIST...**
- CAPS OR HATS MAY BE PURCHASED THROUGH THE COMPANY E-STORE AND MUST BE WORN RIM FORWARD.

### CUSTOMER SERVICE COORDINATORS, RESERVATION AGENTS, SERVICE AGENTS AND DRIVERS

THESE ASSOCIATES ARE REQUIRED TO WEAR COMPANY APPROVED LOGO ATTIRE. I.E. SHIRTS, SWEATERS, HATS, ETC. OF THEIR LOCATION'S BRAND NAME ONLY. FOR EXAMPLE: COMPANY LOCATION ASSOCIATES ARE TO WEAR ONLY THEIR BRAND'S LOGO ATTIRE. **ALL COMPANY APPROVED UNIFORM LOGO ITEMS ARE TO BE PURCHASED THROUGH THE COMPANY E-STORE. THE COMPANY UNIFORM SHIRT COLORS ARE ASSORTED:**

- |                         |                          |                   |                       |
|-------------------------|--------------------------|-------------------|-----------------------|
| • <b>WHITE</b>          | • <b>ASSORTED GREENS</b> | • <b>BLACK</b>    | • <b>KHAKI</b>        |
| • <b>YELLOW</b>         | • <b>GREY</b>            | • <b>CHARCOLE</b> | • <b>TAN</b>          |
| • <b>ASSORTED BLUES</b> | • <b>RED</b>             | • <b>BURGANDY</b> | • <b>ORANGE, etc.</b> |

**ASSOCIATES MAY ALSO WEAR OXFORD STYLE WHITE DRESS SHIRTS WITH A TIE / SCARF (NO LOGOS).**

ASSOCIATES SHALL PURCHASE AND WEAR THEIR OWN DRESS SLACKS OR "DOCKER" STYLE PANTS. **THE COMPANY APPROVED COLORS FOR PANTS OR DRESS SLACKS ARE:**

- **NAVY BLUE,**
- **KHAKI,**
- **TAN,**
- **BLACK,**
- **CHARCOAL OR**
- **GRAY**

NEW HIRES MAY WEAR OXFORD STYLE WHITE DRESS SHIRTS WITH A TIE / SCARF (NO LOGOS). COMPANY APPROVED LOGO POLO-STYLE SHIRTS, SWEATERS, JACKETS, CAPS, AND OTHER ITEMS ARE TO BE PURCHASED THROUGH THE COMPANY E-STORE. IN ADDITION TO WEARING WHITE OXFORD STYLE DRESS SHIRTS (NO LOGOS), **COMPANY APPROVED LOGO ATTIRE MUST BE PURCHASED AND WORN WITHIN THIRTY DAYS OF THE NEW HIRE ASSOCIATES HIRE DATE.**

SERVICE AGENTS MUST ALSO WEAR WHITE OR NAVY SPORT/CREW SOCKS WITH WHITE OR BLACK TENNIS/SPORTS SHOES.

IF AN ASSOCIATE VIOLATES THE UNIFORM POLICY, THE SUPERVISOR/MANAGER ON DUTY MAY TAKE THE FOLLOWING ACTIONS:

- ASSOCIATE AND THEIR LOCATION WILL BE PENALIZED WITH A 10% REDUCTION IN THEIR CSI / DEPARTMENT INCENTIVES...
- ASSOCIATE WILL BE ASKED TO CLOCK OUT, RETURN HOME TO DRESS IN COMPANY-APPROVED ATTIRE AND RETURN TO WORK IMMEDIATELY...
- AND/OR RECEIVE A VERBAL OR WRITTEN WARNING...
- AND/OR BE PENALIZED A \$25.00 PER DAY FINE UNTIL ASSOCIATE HAS MET COMPANY REQUIREMENTS.

### CONSEQUENCES

AFTER THREE (3) EVENTS OF NON-COMPLIANCE WITH OUR COMPANY PERSONAL APPEARANCE/IMAGE REQUIREMENTS, THE ASSOCIATE MAY BE SUSPENDED WITHOUT PAY OR TERMINATED.

I, \_\_\_\_\_, HAVE READ THE ABOVE REQUIREMENTS AND I UNDERSTAND THAT I MUST REPORT TO WORK IN A CLEAN, NEAT, AND PROFESSIONAL MANNER. I FURTHER UNDERSTAND THAT IF I AM NOT IN COMPLIANCE WITH THIS POLICY, ACTION WILL BE TAKEN AS DESCRIBED ABOVE.

\_\_\_\_\_  
ASSOCIATES FIRST AND LAST NAME (PLEASE PRINT)

\_\_\_\_\_  
ASSOCIATES SIGNATURE

\_\_\_\_\_  
DATE

# FORM VA-4

## COMMONWEALTH OF VIRGINIA DEPARTMENT OF TAXATION PERSONAL EXEMPTION WORKSHEET

(See back for instructions)

1. If you wish to claim yourself, write "1" .....
2. If you are married and your spouse is not claimed on his or her own certificate, write "1" .....
3. Write the number of dependents you will be allowed to claim on your income tax return (do not include your spouse).....
4. Subtotal Personal Exemptions (add lines 1 through 3).....
5. Exemptions for age
  - (a) If you will be 65 or older on January 1, write "1" .....
  - (b) If you claimed an exemption on line 2 and your spouse will be 65 or older on January 1, write "1" .....
6. Exemptions for blindness
  - (a) If you are legally blind, write "1" .....
  - (b) If you claimed an exemption on line 2 and your spouse is legally blind, write "1" .....
7. Subtotal exemptions for age and blindness (add lines 5 through 6).....
8. Total of Exemptions - add line 4 and line 7 .....

Detach here and give the certificate to your employer. Keep the top portion for your records

### FORM VA-4 EMPLOYEE'S VIRGINIA INCOME TAX WITHHOLDING EXEMPTION CERTIFICATE

Your Social Security Number	Name		
Street Address			
City	State	Zip Code	

#### COMPLETE THE APPLICABLE LINES BELOW

1. If subject to withholding, enter the number of exemptions claimed on:
  - (a) Subtotal of Personal Exemptions - line 4 of the Personal Exemption Worksheet.....
  - (b) Subtotal of Exemptions for Age and Blindness line 7 of the Personal Exemption Worksheet .....
  - (c) Total Exemptions - line 8 of the Personal Exemption Worksheet.....
2. Enter the amount of additional withholding requested (see instructions).....
3. I certify that I am not subject to Virginia withholding. I meet the conditions set forth in the instructions ..... (check here)
4. I certify that I am not subject to Virginia withholding. I meet the conditions set forth Under the Service member Civil Relief Act, as amended by the Military Spouses Residency Relief Act ..... (check here)

Signature

Date

EMPLOYER: Keep exemption certificates with your records. If you believe the employee has claimed too many exemptions, notify the Department of Taxation, P.O. Box 1115, Richmond, Virginia 23218-1115, telephone (804) 367-8037. Note: Employers may establish a system to electronically receive Forms VA-4 from employees, provided the system meets Internal Revenue Service requirements as specified in § 31.3402(f)(5)-1(c) of the Treasury Regulations (26 CFR).

## FORM VA-4 INSTRUCTIONS

Use this form to notify your employer whether you are subject to Virginia income tax withholding and how many exemptions you are allowed to claim. You must file this form with your employer when your employment begins. If you do not file this form, your employer must withhold Virginia income tax as if you had no exemptions.

### PERSONAL EXEMPTION WORKSHEET

**You may not claim more personal exemptions on form VA-4 than you are allowed to claim on your income tax return unless you have received written permission to do so from the Department of Taxation.**

Line 1. You may claim an exemption for yourself.

Line 2. You may claim an exemption for your spouse if he or she is not already claimed on his or her own certificate.

Line 3. Enter the number of dependents you are allowed to claim on your income tax return.

**NOTE:** A spouse is not a dependent.

Line 5. If you will be age 65 or over by January 1, you may claim one exemption on Line 5(a). If you claim an exemption for your spouse on Line 2, and your spouse will also be age 65 or over by January 1, you may claim an additional exemption on Line 5(b).

Line 6. If you are legally blind, you may claim an exemption on Line 6(a). If you claimed an exemption for your spouse on Line 2, and your spouse is legally blind, you may claim an exemption on Line 6(b).

### FORM VA-4

Be sure to enter your social security number, name and address in the spaces provided.

Line 1. If you are subject to withholding, enter the number of exemptions from:

- (a) Subtotal of Personal Exemptions - line 4 of the Personal Exemption Worksheet
- (b) Subtotal of Exemptions for Age and Blindness - line 7 of the Personal Exemption Worksheet
- (c) Total Exemptions - line 8 of the Personal Exemption Worksheet

Line 2. If you wish to have additional tax withheld, and your employer has agreed to do so, enter the amount of additional tax on this line.

Line 3. If you are not subject to Virginia withholding, check the box on this line. You are not subject to withholding if you meet any one of the conditions listed below. Form VA-4 must be filed with your employer for each calendar year for which you claim exemption from Virginia withholding.

- (a) You had no liability for Virginia income tax last year and you do not expect to have any liability for this year.
- (b) You expect your Virginia adjusted gross income to be less than the amount shown below for your filing status:

	Taxable Years 2005, 2006 and 2007	Taxable Years 2008 and 2009	Taxable Years 2010 and 2011	Taxable Years 2012 and Beyond
Single	\$7,000	\$11,250	\$11,650	\$11,950
Married	\$14,000	\$22,500	\$23,300	\$23,900
Married, filing a separate return	\$7,000	\$11,250	\$11,650	\$11,950

- (c) You live in Kentucky or the District of Columbia and commute on a daily basis to your place of employment in Virginia.
- (d) You are a domiciliary or legal resident of Maryland, Pennsylvania or West Virginia whose only Virginia source income is from salaries and wages and such salaries and wages are subject to income taxation by your state of domicile.

Line 4. Under the Servicemember Civil Relief Act, as amended by the Military Spouses Residency Relief Act, you may be exempt from Virginia income tax on your wages if (i) your spouse is a member of the armed forces present in Virginia in compliance with military orders; (ii) you are present in Virginia solely to be with your spouse; and (iii) you maintain your domicile in another state. If you claim exemption under the SCRA check the box on Line 4 and attach a copy of your spousal military identification card to Form VA-4.