



# Employee Handbook

JANUARY 1, 2022

## TABLE OF CONTENTS

	<b>POLICY TITLE</b>	<b>PAGE</b>
	<b>INTRODUCTION &amp; DISCLAIMER</b>	4
	<b>Dowdy's Values</b>	5
<b>1.0</b>	<b>EMPLOYMENT PRACTICES</b>	6
1.1	Employment-At-Will	6
1.2	Equal Employment Opportunity	6
1.3	Anti-Harassment & Anti-Discrimination	6
1.4	Reasonable Accommodation	8
<b>2.0</b>	<b>EMPLOYEE CONDUCT</b>	10
2.1	Standards of Conduct	10
2.2	Performance Counseling	10
2.3	Work Hours & Attendance	10
2.4	Work Breaks & Meal Periods	11
2.5	Confidential Information	11
2.6	Social Media	13
2.7	Cell Phones	13
2.8	Workplace Attire	14
2.9	Tobacco Use	14
<b>3.0</b>	<b>GENERAL POLICIES</b>	15
3.1	Employment Status	15
3.2	Introductory Period	15
3.3	Work Eligibility	15
3.4	Employment of Relatives	15
3.5	Outside Employment	16
3.6	Problem Resolution	16
3.7	Solicitation & Distribution	16
3.8	Company Property	16
3.9	Personnel Records	17
3.10	Separation of Employment	17
<b>4.0</b>	<b>COMPENSATION &amp; BENEFITS</b>	18
4.1	Pay Practices	18
4.2	Payroll Deductions & Additions	18

4.3	Time Records	19
4.4	Overtime Pay	19
4.5	Compensation	19
4.6	Performance Management	19
4.7	Group Insurance	20
4.8	COBRA	20
4.9	Retirement Plan	20
<b>5.0</b>	<b>TIME AWAY FROM WORK</b>	21
5.1	Holidays	21
5.2	Vacation and Sick Time	21
5.3	Annual Personal Day	23
5.4	Jury Duty	23
5.5	Funeral & Bereavement	23
5.6	Military Leave	23
5.7	Personal Leave	24
<b>6.0</b>	<b>HEALTH &amp; SAFETY</b>	25
6.1	Safety	25
6.2	Accident Reporting	25
6.3	Workplace Violence & Bullying	26
6.4	Company Sponsored Events	26
6.5	Property & Searches	26
6.6	<b>Security</b>	26
6.7	Company Owned Vehicles	27
6.8	Infectious Disease	27
	<b>HANDBOOK ACKNOWLEDGEMENT</b>	29

---

## INTRODUCTION & DISCLAIMER

---

Welcome to Dowdy's Automotive, LLC! We are pleased that you are part of our team and are grateful for the important contribution you make.

Dowdy's Automotive, LLC (hereinafter referred to as "Dowdy's" or the "Company") has prepared this Employee Handbook ("Handbook") to provide employees with general information about the Company, its employment policies, and the benefits available to eligible employees. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook does not create an employment contract, contractual terms of employment, or a contract to continue anyone's employment for any particular period of time. All employees are employed at-will, which means that employment with Dowdy's may be terminated by either the employee or the Company at any time, with or without cause or advance notice. This Handbook does not change the at-will nature of employment. No one should interpret any verbal statement as creating any right to employment for any particular period of time. No manager or other employee of the Company is authorized to enter into any agreement, express or implied, contrary to the provisions of this Handbook or alter the at-will employment relationship, except the President in a written, signed agreement.

This Handbook is intended to familiarize employees with important information about Dowdy's. It describes employee responsibilities and outlines programs developed by Dowdy's to benefit its employees. The policies in this Handbook supersede and replace all policies, memos, handbooks, and/or manuals previously published and/or distributed by Dowdy's. It is not possible to anticipate every situation that may arise in the workplace or to provide information to answer every possible question. In addition, Dowdy's reserves the right to depart from its standard policies and procedures when, in its discretion, such a departure is warranted.

Circumstances may require the policies, practices, and benefits described in this Handbook to change from time to time. Employees will, of course, be notified of any such changes to the Handbook as they occur. Dowdy's reserves the right to change, suspend, delete, add, remove, or otherwise modify any or all policies, benefits and rules, at any time, with or without prior notice. The regulations and benefits required by law will always remain in force. In addition, if any provision of this Handbook is found to be unenforceable and invalid, such a finding does not invalidate the entire Handbook.

Each employee is required to sign an acknowledgement of receipt of this Handbook. If an employee signs the acknowledgement before reading the Handbook, the employee understands he/she has the responsibility to read and become familiar with the Handbook. Employees should contact their manager or Human Resources with any questions.

Underlying our Company and the success we enjoy are our corporate values. Our values are the foundation upon which everything we do is built. Please take the time to learn and review our Company values. These Corporate values, along with our Employee Handbook, outline some of the expectations we have of our employees and how we will interact with our customers and the marketplaces we serve.

John J. Davis  
President /Owner

## **Dowdy's Values**

**Respect** – We treat everyone we come in contact with employees, customers, vendors and industry partners in the manner in which we want to be treated, i.e., fairly, ethically, with honesty and integrity.

**Honesty** - Honesty in all of our relationships and activities is essential to building long term employee, customer, vendor, and industry partner relationships.

**Fairness** – We pride ourselves in being fair and believe this fosters an environment that is positive for future growth.

**Integrity** – Our actions, communications, products and services will be built and delivered with integrity focusing on delivering quality, value, innovation and relevance to the intended audience.

**Loyalty** – We will demonstrate loyalty through our actions and our relationships by committing to those customers, vendors and industry partners who demonstrate their loyalty to us by exhibiting values similar to our own in their business practices.

**Courage** – We will demonstrate courage in our actions by openly acknowledging and committing to correcting our mistakes, by foregoing business opportunities that have the potential to be contrary to our values and by adhering to our values and conviction.

**Open Communication** – We will be open in our communication with ourselves and our customers, even if this may cause us to lose business opportunities. We believe in the long run that open, honest communication will build an environment for sustained growth and loyalty.

**Pride** – We are proud of the products and services we offer, and in the quality of our delivery and the excellence of our customers.

**Dependability** – Others will depend upon us and our dependability will be a determinant of their level of success. We will come to be known as an organization that can be depended upon to follow through on their commitments large and small.

**Optimism** – We are optimistic about our future, our country, and the industries in which we are engaged in. We expect to succeed and we expect our products and services to benefit our customers.

**Faith** – We have faith in ourselves and in our conviction that hard work and adherence to our values will enable us to succeed both today and tomorrow.

---

## **1.0 EMPLOYMENT PRACTICES**

---

### **1.1 EMPLOYMENT-AT-WILL**

Employment at Dowdy's is "at-will." This means employees and the Company have the right to terminate employment at any time, for any or no reason, and with or without cause or prior notice.

This policy of "at-will" employment may not be revised, deleted, or suspended. Nothing in this Handbook or any of the Company's policies, rules, guidelines, procedures, benefits or compensation programs is intended to create a contract or guarantee of employment. Any written or oral statement to the contrary by any representative of the Company is unauthorized and should not be relied upon. No one at the Company may alter an employee's at-will status, except the President, who must do so in a written, signed agreement.

With the exception of employment at-will, terms and conditions of employment with Dowdy's may be modified at the sole discretion of the Company with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice.

### **1.2 EQUAL EMPLOYMENT OPPORTUNITY**

Dowdy's is an equal opportunity employer and makes employment decisions on the basis of merit. It is the continuing policy of the Company to provide equal-opportunity employment to all employees and applicants, without regard to one's race, color, religion, sex, national origin, age, pregnancy, sexual orientation, gender identity, physical or mental disability, genetic information, or any other basis protected by applicable federal, state, or local law.

It is the policy of Dowdy's to ensure that all employment practices are free of discrimination. Such employment practices include, but are not limited to: recruitment, selection, hiring, promotion, demotion, transfer, layoff, discipline, termination, compensation, benefits, and all other terms and conditions of employment.

Any employee who does not comply with the Equal Employment Opportunity policies and procedures may be subject to disciplinary action, up to and including termination. Nothing in this policy is intended to create a contract of employment for any specific duration of time, nor alter the "at-will" nature of employment with the Company.

### **1.3 ANTI-HARASSMENT & ANTI-DISCRIMINATION**

Dowdy's strives to maintain a workplace that fosters mutual employee respect and promotes productive working relationships. The Company believes that discrimination or harassment in any form constitute misconduct and undermines the integrity of the employment relationship. Therefore, the Company prohibits discrimination and/or harassment related to one's race, color, sex, age, religion, sexual orientation, pregnancy, national origin, physical or mental disability, or any other basis protected by applicable federal, state, or local law. In addition, Dowdy's prohibits general workplace harassment even if the harassment is unrelated to a legally-protected status, and expects employees to behave in a manner that contributes toward a respectful workplace for all employees. This policy does not cover disputes in the workplace that are unrelated to a protected status such as personality conflicts.

This policy applies to all employees throughout the Company, and prohibits harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the Company (ie., contract worker, vendor, or consultant). Conduct prohibited by

this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

### **Harassment & Sexual Harassment Defined:**

Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based on a person's race, color, sex, age, religion, sexual orientation, pregnancy, national origin, physical or mental disability, or any other basis protected by applicable federal, state, or local law. Harassment that affects job benefits, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment will not be tolerated.

Sexual harassment is unwelcome sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or (3) such conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

### **Prohibited Conduct Examples:**

- Threats, intimidation, hostile acts, ridicule, gestures, or offensive conduct regarding one's protected status.
- Slurs, "slang," derogatory, or other verbal conduct that denigrates or shows hostility or aversion toward an individual because of the individual's protected status.
- Jokes or pranks regarding one's protected status or mimicking speech/accent.
- Oral, written, visual, or electronic material that stereotypes, degrades, belittles, mocks, or shows hostility toward one's protected status.
- Display or circulation of offensive printed, visual or electronic materials or pictures.
- Unwanted physical contact or sexual conduct of any kind, including flirtations, touching, advances, propositions, or requests for sexual favors.
- Verbal comments of a sexual nature such as derogatory comments, sexually explicit jokes, sexual innuendo, or comments about a person's body.
- Visual conduct such as leering or staring at one's body parts or making sexual gestures.
- Verbal or physical conduct that is directed at an individual because of their sex, sexual orientation, or gender identity.
- Stereotyping or denigrating terms about a person's physical or mental disability.

This list provides examples and is not all-inclusive. Courteous, respectful, non-coercive interactions between employees that are welcomed by both individuals are not in violation of this policy.

### **Protection Against Retaliation:**

Dowdy's forbids retaliation of any kind against employees who in good faith report discrimination and/or harassment prohibited by any of its policies or against employees who participate in any investigation of such complaints. This means that an employee will not suffer economic harm, including but not limited to a loss of wages or benefits, as punishment for making a good faith report of violations of this policy or for participating in an investigation of such reports. If an employee feels he/she has been subjected to any form of retaliation, he/she must immediately report the conduct to the President or Human Resources.

### **Complaint Reporting & Handling:**

All employees of Dowdy's are responsible for helping to enforce this policy against harassment or discrimination. The reporting procedure outlined below should be utilized by any employee who believes

he/she has been subject to, or has witnessed, workplace harassment, discrimination, or retaliation. The Company's reporting and handling procedure provides for a prompt, thorough, and objective investigation as well as appropriate disciplinary action.

1. The unwanted behavior should be addressed immediately. The employee should tell the offender that the behavior in question is not acceptable, needs to stop, and any repeat of the behavior will be reported. If an employee is uncomfortable notifying the offending individual, if the conduct is serious in nature irrespective of any attempt to tell the individual to stop, or if the behavior did not stop upon his/her request, the employee should immediately report the conduct to his/her manager, the next person in the chain of command, or Human Resources.
2. Dowdy's has several options for reporting potential violations of this policy. As soon as possible, any employee who believes he/she has been subjected to any form of harassment or discrimination, or has observed or are otherwise aware of such conduct, should provide a written or verbal report to his/her manager, the next person in the chain of command, or Human Resources. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, emails, etc.).
3. In the event that the employee's complaint involves his/her manager, the next person in the chain of command, or Human Resources, or the employee does not believe these individuals will appropriately address the complaint, the conduct or incident should be reported directly to the President.
4. In the event the complaint involves the President, the conduct or incident should be reported directly to Dowdy's Human Resource Consultant (HR Precision, 208-846-7888).

Dowdy's will promptly investigate the complaint in as confidential a manner as possible. Employees have a duty to participate in a Company investigation. The Company endeavors to protect the privacy and confidentiality of all parties involved but cannot assure complete confidentiality. Confidentiality is maintained on a "need to know basis" to the extent permitted by the circumstances and consistent with the Company's obligations to conduct an effective investigation. A timely resolution of each complaint will be reached, and appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination and/or harassment. Employees are expected to take full advantage of complaint reporting procedures, as well as any preventive measures or corrective opportunities provided by the Company to avoid any harassment, discrimination or retaliation.

If an employee feels that his/her complaint of discrimination has not been addressed by a prior complaint, or feels he/she is being subjected to continuing harassment despite making a prior complaint, the employee should immediately report these concerns to Human Resources. If an employee believes Human Resources is not being responsive to such a complaint, he/she should immediately report these concerns to the President.

#### **1.4 REASONABLE ACCOMODATION**

In compliance with applicable laws ensuring equal employment opportunities to qualified individuals with known disabilities and to individuals who's sincerely held religious beliefs conflict with work obligations, Dowdy's will work with employees to provide reasonable accommodation. A reasonable accommodation is a change or adjustment to the job application process, work environment, or work processes that would make it possible for a qualified individual with a disability to perform the essential functions of the job or an adjustment to the work environment that will allow the employee to comply with his/her religious beliefs.

An employee who requires an accommodation should contact his/her manager and request such an accommodation. The employee should specify the need for an accommodation and that it is requested due to an inability to perform essential job functions or due to a conflict between religion and work. While the employee may request certain accommodations, the Company may propose and ultimately may decide on alternative reasonable accommodations. Dowdy's will make an individualized assessment and provide



employees with reasonable accommodation, unless doing so would result in an undue hardship to the Company, or a direct threat to the health or safety of themselves or others that cannot be reduced or eliminated by reasonable accommodation.

---

## 2.0 EMPLOYEE CONDUCT

---

### 2.1 STANDARDS OF CONDUCT

Every employee is expected to act in a professional, responsible, and courteous manner at all times. The following conduct is prohibited and not tolerated by Dowdy's. It is impossible to anticipate and list every circumstance that may warrant discipline or termination. Other types of conduct detrimental to effective business operations, security or safety, employee welfare, and Dowdy's interests may also be prohibited.

- Unsatisfactory job performance, including low quality of work, low quantity of work, and any other performance expectation that is not met;
- Insubordination, failure to perform assigned duties or working in a negligent or careless manner;
- Unauthorized and/or excessive absenteeism or tardiness;
- Fighting, violence, or threats of violence;
- Using, selling, or being in possession or under the effects of alcohol or illegal drugs during work hours or on Company work sites;
- Conduct in violation of anti-harassment and anti-discrimination policy expectations;
- Unethical behavior, conflicts of interest, or unauthorized use or disclosure of Company confidential information;
- Dishonesty, theft, or fraud;
- Failure to comply with the Company's health, safety or other rules;
- Unauthorized, improper, or careless use of Company time, materials, resources, equipment or property;
- Disruptive or unprofessional conduct or abusive or inappropriate language/behavior;
- Bringing firearms or other dangerous weapons onto Company premises;
- Falsification of any records or documents, regardless of when the falsification is discovered; or
- Violation of any Company policy.

This list is not intended to be comprehensive, but is intended to be representative of the types of misconduct that may result in disciplinary action up to and including termination, and does not alter the at-will employment relationship between employees and Dowdy's.

### 2.2 PERFORMANCE COUNSELING

Employees are to adhere to certain standards of conduct at all times. Failure to comply with these standards will result in coaching and/or disciplinary action, up to and including termination. While Dowdy's does not adhere to a formalized system of progressive discipline, it recognizes that such a process may be appropriate in certain circumstances. There is no guarantee that progressive discipline will be applied to any particular circumstance. When it does apply, it may begin with verbal discipline followed by written discipline for more serious situations or if the situation has not improved. However, each situation is assessed independently, and decisions about appropriate discipline will vary depending upon the circumstances. The decision to use progressive discipline in a given case is an attempt to improve the performance or behavior, but in no way changes the at-will nature of the employment relationship.

### 2.3 WORK HOURS & ATTENDANCE

Work schedules are determined and set in accordance with business and operational requirements of Dowdy's and may be subject to change. Employees are expected to be at work and in working mode when scheduled to work. Regular attendance and punctuality are essential to each position at Dowdy's.

#### **Reporting Attendance:**

- All scheduled time off must be approved in advance by the employee's supervisor.
- If an employee is unable to report or perform work due to illness or other justifiable cause, he/she must personally notify his/her supervisor in advance and provide reasons for the absence.
- Notification needs to occur for each day of absence.

An employee does not meet attendance expectations if he/she is regularly absent, has an unacceptable pattern of absences, is regularly tardy or leaves early, takes an excessive number or length of breaks, or fails to obtain supervisor approval before absences. Employees who fail to consistently meet attendance expectations are subject to disciplinary action up to and including termination.

After three or more consecutive days of absence due to illness or injury and before returning to work, employees may be asked to provide a health care provider statement declaring that the medical condition necessitating the absence no longer presents any restrictions or identifying what restrictions apply. If an employee is absent from his/her designated workplace for three consecutive work days or longer without reporting the absence to his/her supervisor, the absence is considered job abandonment and is treated as a voluntary resignation by the employee.

## **2.4 WORK BREAKS & MEAL PERIODS**

Work breaks and meal periods are generally available at Dowdy's as described below, unless required by state law. Work breaks are generally up to 10 minutes and may be taken up to twice per day; employees are paid for this time. Employees are requested to arrange any incidental personal activities that are carried out at work to correspond with their rest periods. Smoking breaks are considered work breaks.

A meal period is generally 30 minutes in approximately the middle of the work day. Employees are relieved of all active responsibilities and restrictions during meal periods and are not compensated for the time. Employees are required to report hours worked accurately, including meal periods. In the event a supervisor approves that an employee performs work assignment(s) during a meal period, the meal period is paid. Employees may not work through lunch periods in order to leave work early at the end of the day unless advance approval is obtained.

## **2.5 COMPANY CONFIDENTIAL INFORMATION**

Confidential information is any and all information disclosed to or known by an employee because of his/her employment with the Company that is not generally known to people outside the Company about its business. In the course of employment with Dowdy's, employees may become aware of confidential information regarding the Company, such as business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information the Company considers proprietary and confidential.

Employees must protect confidential information by safeguarding it when in use, using it only for the business of Dowdy's and disclosing it only when authorized to do so and to those who have a legitimate business need to know. The duty of confidentiality also applies to communications transmitted via electronic communications. This provision is not intended to prohibit employees from discussing with each other applicable business information, terms and conditions of employment, and related matters. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the individual's employment with Dowdy's.

The protection of confidential business information and trade secrets is vital to the Company's competitive position in the industry, its business interests, and the success of Dowdy's. An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if he/she does not actually benefit from the disclosed information.

Dowdy's recognizes that the use of computers, the Internet, and email is necessary in the workplace, and employees are encouraged to use the Internet and email systems responsibly, as unacceptable use can place Dowdy's and others at risk. Therefore, Dowdy's has established the following guidelines for employee use of the company's technology and communications networks, including the Internet and email, in an appropriate, ethical, and professional manner.

### **Confidentiality and Monitoring:**

All technology provided by Dowdy's, including computer systems, communication networks, company-related work records and other information stored electronically, is the property of Dowdy's and not the employee. In general, use of the Company's technology systems and electronic communications should be job-related and not for personal convenience. Employees do not have a personal right of privacy in any matter created on, received through, or sent from Dowdy's's computer systems, electronic communication equipment, on-line services, or other use of technology. Dowdy's reserves the right to access, read, examine, copy, modify, delete, disclose, monitor and regulate e-mail and other electronic communications, directories, files and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite.

Internal and external e-mail, voice mail, text messages and other electronic communications are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the Company. Dowdy's reserves the right to disclose any information or records to law enforcement or government officials or to other third parties if determined appropriate in its sole discretion.

### **Appropriate Use:**

Employees are expected to use technology responsibly and productively as necessary for their jobs. Minimal personal use by employees is permissible; however, excessive personal use is unacceptable. Dowdy's owns all data transmitted, received, stored, or created, either in whole or in part, on Company computer systems, as well as electronic, email, voice mail, and text messages. All use of technology must be void of any content that reasonably could be considered offensive, discriminatory, harassing, defamatory, or threatening. Employees are prohibited from using Dowdy's's technology and resources, electronic communication equipment, or Internet access or transmit material that is pornographic, or sexually explicit, or any other visual, audio, or verbal content that may be considered offensive or otherwise inappropriate for the workplace. Disparaging, abusive, profane or offensive language as well as any illegal activities or unauthorized access to any computers or the Internet are also unacceptable.

Use of technology must not disrupt business operations or interfere with an employee's productivity. Employees are prohibited from installing, reproducing, distributing, transmitting, and downloading from the internet or otherwise using software for which Dowdy's does not have the appropriate license on Company-owned computers or equipment. Every employee of Dowdy's is responsible for the content of all text, audio, video or image files that he/she places or sends over the Company's Internet and e-mail systems. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else.

If Dowdy's issues an employee Company-owned equipment such as computer, laptop, tablet, cell phone, or otherwise, the employee is required return all such equipment to the Company on or before his/her last date of employment. If an employee refuses to return any issued equipment, the Company reserves the right to withhold the current value for such equipment from his/her final paycheck as permitted by law.

This policy must be followed in conjunction with other Dowdy's policies governing appropriate workplace conduct and behavior. This policy's expectations also apply to employees who utilize personal technology or devices on behalf of Dowdy's. Given the ever-changing nature of technology, it is impossible to list all

possible alternatives of abuse or misuse in this policy. Employees who abuse or misuse any Company-provided technology, or violate this policy in any manner, will be subject to discipline, up to and including termination.

### **Passwords:**

Each employee who works with computer systems is assigned a password. This is done to ensure our computer system and the information it contains cannot be harmed; thus, it is important that you maintain the confidentiality of the password that is given to you.

## **2.6 SOCIAL MEDIA**

Unless specifically authorized by the President, employees of Dowdy's are not allowed to post Company information on social media sites. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to an employee's own or someone else's web log or blog, personal web site, social networking web site, web bulletin board, or a chat room, whether or not associated or affiliated with Dowdy's, as well as any other form of electronic communication. The same principles and guidelines found in Dowdy's policies apply to employee activities online and via social media. Therefore, when participating in social media, employees should adhere to the following guidelines.

- All restrictions fully apply regarding the disclosure of confidential or proprietary information of the Company, investors, customers, or vendors. If information may not be disclosed in a conversation, document, or email, it may not be posted online.
- An employee who posts that they are an employee of the Company must clarify that all opinions expressed are personal opinions and not the opinions of Dowdy's.
- Any posting that refers to another employee of the Company in any way that is deemed in violation of the Anti-Harassment, Bullying, or Standards of Conduct policies will be addressed and investigated under those policies.
- Any posting that implicates a violation of the Standards of Conduct may also subject the employee to disciplinary action, including but not limited to threatening, false or dishonest references about Dowdy's or its employees that could detrimentally affect its legitimate business interests.
- Postings may take place during work time or with the use of Dowdy's electronic equipment.

Employees are solely responsible for what they post online. While off-duty conduct is generally not subject to restrictions, employees may be subject to disciplinary action for their online conduct if it violates Company policy, adversely affects their job performance or the performance of coworkers, or otherwise adversely affects investors, customers, vendors, or Dowdy's's legitimate business interests.

## **2.7 CELL PHONES**

Employee use of personal cell phones and similar devices (including smart phones or any other device capable of transmitting electronic voice communications) is expected to be non-interfering and limited to meal periods, break times, and non-work hours. Minimal use for personal or emergency circumstances may be allowed; however, more than minimal personal cell phone conversations; texting (including employee-to-employee); sending, checking, or reading e-mail; and browsing the internet during work hours is prohibited. Employees should turn off personal cell phones or set them to "silent" mode during work hours so as not to disturb others. Dowdy's is not responsible for lost or damaged personal cell phones. Misuse or excessive use may result in disciplinary action, up to and including termination.

## **2.8     WORKPLACE ATTIRE**

Workplace attire, personal appearance, and grooming/cleanliness guidelines contribute to employee effectiveness and affect the business image Dowdy's presents to the community. Good judgment is the main guideline to follow, including being well-groomed, presenting a clean and neat appearance, and paying attention to personal hygiene.

At Dowdy's, uniforms will be provided to all technical and front-end staff. Uniforms will be worn at all times while working at Dowdy's. Employees will maintain the uniforms in a professional manner utilizing the laundry service provided.

## **2.9     TOBACCO USE**

Dowdy's is a non-smoking workplace. As such, smoking, vaping, and chewing tobacco are not permitted at any time in all areas of the Company and premises. Smoking and chewing tobacco are not permitted at any time on Dowdy's premises or work sites, except in designated smoking areas. Please check with your supervisor for the locations of these specific areas. Those who smoke must comply with Dowdy's break periods. Absence from the work area for excessive numbers or periods of time is not tolerated. Common sense and consideration should be exercised by all employees, smokers and nonsmokers alike.

---

## 3.0 GENERAL POLICIES

---

### 3.1 EMPLOYMENT STATUS

An employee is assigned to an employment status based on business needs and the requirements of his/her position.

- **Regular full-time employees** are regularly scheduled 35 - 40 hours per week. Eligible for all Company benefits, subject to the terms, conditions and limitations of each benefit program.
- **Regular part-time employees** are scheduled to work 34 hours per week or less. Regular part-time employees may be eligible for limited benefits on pro-rated basis. Refer to the employee benefits section for more details.

### 3.2 INTRODUCTORY PERIOD

The first 90 days of employment for each new hire is an introductory period. During this time, employees are able to learn about Dowdy's as well as their new job responsibilities. At the same time, the employee's supervisor or manager may provide training and guidance to assist in learning the job and expectations. During the introductory period, an employee's performance, training results, attendance, and other behaviors/conduct are reviewed by his/her supervisor to ensure the employee successfully completes the introductory period. Dowdy's may extend the introductory period if it determines that additional time is necessary to evaluate an employee's performance/conduct. Successful completion of the introductory period does not guarantee continued employment for any specific period of time, nor does it change the at-will nature of employment at Dowdy's.

### 3.3 WORK ELIGIBILITY

Federal law requires that all individuals hired by Dowdy's must be authorized to work in the United States. Each employee is required to complete and sign the Form I-9 within three days of hire attesting that he/she is authorized to work in the United States and provide appropriate documents for verification. Further, individuals whose work authorization is based on a visa or other documentation with an expiration date are required to submit at the time of expiration new documentation showing their work authorization has been extended. Employees who fail to provide proper documentation in a timely manner will be subject to termination.

### 3.4 EMPLOYMENT OF RELATIVES

Unless otherwise authorized by the President, the Company will not hire, transfer, or promote any relative of an employee under circumstances which would place him/her in a position where:

- One relative would have the authority to hire, supervise, discipline, terminate, or evaluate the performance of the other;
- One relative would be responsible for auditing the work of the other; or
- The related persons would be placed in a situation of actual or reasonably foreseeable conflict between the Company's interests and their own.

If two employees who fall within one of the above situations become related, an attempt will be made to resolve the situation by transferring one of the affected employees to another acceptable position for which he/she is qualified, as determined by management. If no position is acceptable or available, the employees involved may be asked to resolve the situation by deciding which one will resign his/her position. If the employees are unable to do so, the decision will be made by management in the best interests of Dowdy's.

For purposes of this policy, the term relative is defined as: parent, spouse or domestic partner, child, grandchild, sister, brother, grandparent of the employee or of the employee's spouse. This policy also

applies to those individuals between whom a significant personal relationship or romantic relationship exists.

Dowdy's recognizes as a small business, the President has approved some situations in which relatives work in the above situations. Continuation of this arrangement is based on continued avoidance of conflicts of interest and approval by the President. If reporting of a workplace situation by an employee is hampered due to employment of relatives, the employee should report the situation to the next person in the chain of command (above the related employee), Human Resources, or the President.

### **3.5 OUTSIDE EMPLOYMENT**

Outside employment must not compete with, conflict with or compromise the company interests or adversely affect job performance and the ability to fulfill all job responsibilities. An employee who desires to hold an additional job outside of the Company needs to inform his/her manager in advance of obtaining such outside employment. The employee is prohibited from performing non-Dowdy's work during working hours. If the Company determines that an employee's outside work interferes with performance or the ability to meet the requirements of Dowdy's, the employee may be asked to terminate the outside employment if he/she wishes to remain with the Company. Outside employment that may create a risk of conflict of interest is prohibited at all times.

### **3.6 PROBLEM RESOLUTION**

Dowdy's believes that every effort should be made by employees to resolve problems on their own directly with the involved individual(s). In certain circumstances, this may not be possible or may prove to be undesirable. In this case, the procedure outlined below is intended to facilitate fair treatment and effective resolution of any problems or grievances. The Company maintains an open-door policy, and employees may bring issues to the attention of management at any time.

Most issues can be resolved directly between employees and/or their manager. The first step in resolving a work-related problem is for an employee to contact his/her direct manager unless the problem concerns an exceptionally sensitive situation. If the matter is unresolved by involvement of the direct manager, the next step is to contact the next level of management. If the matter is sensitive or remains unresolved, the employee may alternatively contact Human Resources. If resolution is still not reached, the matter should be taken to the President.

### **3.7 SOLICITATION & DISTRIBUTION**

Employees are not permitted to solicit or promote support for any cause or organization during his/her working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or electronic material in work areas, or during his/her working time (i.e., political activities, donation solicitations, religious material distribution, etc.). Under no circumstances are non-employees permitted to solicit or to distribute written or electronic material for any purpose on Company property.

### **3.8 COMPANY PROPERTY**

All records, files, software applications, data resource materials, supplies or equipment made by an employee within the scope of his/her employment with Dowdy's shall be and remain the sole and exclusive property of Dowdy's, and may not be removed without permission by the Company.

Employees must use Dowdy's property and resources only in connection with the performance of the Company's work or business. Employees may not use Dowdy's property or resources for any improper purposes. Improper purposes include, but are not limited to, unauthorized personal use or appropriation



of Dowdy's property, assets, equipment, supplies, confidential or proprietary information, data and other resources.

All Dowdy's property must be returned upon separation of employment. Employees should use caution while Company property is in their care. If employees have damaged Company property beyond normal wear and tear, or fail to return it, employees will be held financially responsible for replacing it. Employees are also required to promptly return to Dowdy's all confidential documents and other materials that he/she may have. In addition, separating employees are not permitted to retain copies of any documents or materials, either hard-copy or soft copy, that are considered property of Dowdy's.

### **3.9 PERSONNEL RECORDS**

Dowdy's maintains personnel records for each employee. Personnel records are Company property and contain information pertinent to an employee's employment with the Company. They are held confidential to the extent required by applicable law. It is the responsibility of each employee to promptly notify the Company of any changes in personal data such as mailing address, phone numbers, emergency contact individuals, and other relevant data in order to keep Company records current.

Internal access to a personnel file is limited to the employee, the employee's supervisor and his/her manager. Other management officials who have a legitimate, verifiable need to know specific information may also have access to an employee's file. An employee may view his/her personnel file by contacting his/her supervisor or Human Resources. No documents may be removed permanently from the file at any time.

#### **Outside Inquiries and Employment References:**

All outside inquiries regarding employment references for current or former Company employees must be directed to Human Resources. Employees and managers are prohibited from providing personal or professional recommendations.

Upon request for verification, Dowdy's generally provides dates of employment and position(s) held. Additional information including salary requires written authorization. While disclosure of personnel information externally is limited, Dowdy's will cooperate with authorized government or law enforcement agencies or as otherwise legally required.

### **3.10 SEPARATION OF EMPLOYMENT**

Although advance notice is not required, Dowdy's requests a minimum of two weeks' notice if any employee intends to resign. If requested notice is not provided, the employee may not be eligible for re-hire. Adequate notice allows for a replacement and transition plan to be implemented. Employees must return any/all Company property including building keys, computers and any other Company property in their possession.

A final paycheck will be issued on the next regularly scheduled pay period, or within 10 days, whichever is shorter or according to state law. However, final pay may be reduced for company items that are not returned or benefit premiums are owed.

Employees are responsible for a pro-rata share of their medical insurance premiums from the date of termination through the end of the termination month. Any outstanding premiums will be deducted from the employees' final pay check as allowed by state law.

---

## 4.0 COMPENSATION & BENEFITS

---

### 4.1 PAY PRACTICES

Dowdy's work week begins at 12:00 am on Sunday and ends at 11:59 pm the following Saturday. Employees are paid weekly, on Friday for time worked through the preceding period. If the regular payday falls on a weekend or Company holiday, employees are paid on the last business day before the holiday and/or weekend. The Company is not responsible for any delay of payment imposed by financial institutions. Employees are paid via direct deposit to their financial institution of choice, or by check with management approval.

Dowdy's takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck, and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Payroll so that corrections can be made as quickly as possible.

### 4.2 PAYROLL DEDUCTIONS & ADDITIONS

Employee paychecks reflect total earnings for the pay period, as well as any mandatory or voluntary deductions. Both exempt and non-exempt status employees may also have deductions taken from their paychecks for taxes, insurance premiums, or voluntary contributions to welfare or benefit plans the Company may offer from time to time. In addition, in the event an employee has a wage garnishment, the Company is also legally required to comply with garnishment orders. Final pay may be reduced for company items that are not returned or benefit premiums are owed in accordance with state law.

#### **Safe Harbor Provision:**

Dowdy's employees are paid consistent with applicable state and federal laws. It is therefore incumbent on each employee to ensure all hours worked and benefit accrual use are recorded accurately on time records. Employees should also carefully review direct deposit notices when received. If an employee believes a mistake has been made with respect to his/her paycheck, including questions regarding any deduction taken, he/she must report it immediately to his/her manager as well as to the payroll department. The Company will make every effort to investigate and correct any error immediately. If an employee has not received a response to his/her concern within three working days of the report, he/she should contact Human Resources in order to immediately investigate and resolve the concern.

Special rules apply to exempt status employees who receive a salary intended to compensate for all hours worked during a workweek, which vary based on the needs of the Company. Under applicable state and federal law, this salary can be reduced for the following reasons:

- Full day absences for personal reasons unrelated to sickness or disability;
- Full day absences for sickness or disability, since Dowdy's offers sick time and also offers short-term disability insurance

Additional special rules for deductions are also followed, such as disciplinary suspensions and first/last week of employment.

#### **Expense Reimbursements:**

Employees are eligible to receive reimbursements on business-related expenses if such expenses are approved by his/her manager. In the event business-related expenses are applicable, the employee will

be authorized to make such purchases and provided with an expense report form for submission purposes. In order to be reimbursed, the employee must have valid documentation of all receipts for business-related expenses submitted for approval and should be submitted within 30 days from date the expense was incurred.

#### **4.3 TIME RECORDS**

Accurately recording time worked is the responsibility of every non-exempt employee. Non-exempt employees are required to complete, approve, and submit accurate time records on a weekly basis. Prior to submission of time records for management approval, employees are responsible for reviewing their time records to verify the accuracy of all information. Completed time records are due on the Monday immediately following the completion of each pay period.

Time records must include all time worked, as well as vacation, sick and holidays. Hourly (non-exempt) employees must record time worked, as well as lunch breaks. Flat rate technicians track their flagged hours on flag sheets. Managers must approve all time prior to submitting to payroll. Time cards are official business records and may not be altered without the employee's manager's approval and may not be falsified in any way. Altering, falsifying (including logging in for another employee), or tampering with time records in any manner may result in disciplinary action, up to and including termination.

#### **4.4 OVERTIME PAY**

Exempt (salaried) employees are paid a salary in accordance with the pay process described above. Exempt employees may be expected to work in excess of Dowdy's 's regular workweek of 40 hours without additional or overtime compensation.

Non-exempt (hourly) employees are paid on an hourly basis in accordance with the pay process described above. Non-exempt employees are required by applicable wage and hour laws to be paid overtime rates (time and one half) for all hours worked beyond 40 hours in a regular workweek.

All overtime work must receive prior approval from an employee's supervisor, and unauthorized overtime is prohibited. Overtime pay is based on actual hours worked; paid time off is not considered hours worked for purposes of calculating overtime (ie, holiday, vacation, sick etc.). Failure to work scheduled overtime or working overtime without prior authorization may result in disciplinary action, up to and including termination.

#### **4.5 COMPENSATION**

Base pay for each position is determined by Dowdy's as a result of job responsibility, market pay rates, and related factors. Dowdy's recommends compensation remain confidential. Base pay rates are generally reviewed on an annual basis by the Company. Pay increases are dependent upon market pay rates, economic conditions, individual performance, and related factors.

#### **4.6 PERFORMANCE MANAGEMENT**

Employee performance is evaluated on an ongoing basis by management personnel. In addition, periodic performance reviews may be conducted by managers with individual employees to discuss performance expectations, performance results and/or goal achievements, areas for improvement, and upcoming goals and development.

#### **4.7 GROUP INSURANCE**

Dowdy's offers group medical and dental insurance plans for eligible employees and their dependents. Dowdy's reviews group insurance benefits and its related costs from time to time. Based on this review, and at the discretion of management, the Company retains the right to modify, continue, or terminate any of group insurance benefit as well as modify premium payment structures of any such plans at any time.

#### **4.8 COBRA**

Pursuant to applicable law, covered employees and their qualified beneficiaries may be eligible for a temporary extension of health insurance coverage ("COBRA continuation coverage") at the employee's expense, where coverage under Dowdy's 's health insurance plan would otherwise end due to separation of employment or other specified events. In such instances, the employee will receive a detailed notice explaining his/her rights and responsibilities under COBRA when he/she first becomes eligible for COBRA continuation coverage.

#### **4.9 RETIREMENT PLAN**

Dowdy's offers a Simple IRA Retirement Plan benefit available to full-time employees. Upon meeting eligibility requirements, employees may participate by making pre-tax contributions toward retirement through payroll deduction. Dowdy's also provides a match for participating employees.

Dowdy's reviews the retirement plan benefit and its related costs from time to time. Based on this review and at the discretion of management, Dowdy's retains the right to continue, modify, or terminate the retirement plan benefit at any time.

---

## 5.0 TIME AWAY FROM WORK

---

### 5.1 HOLIDAYS

Dowdy's observes the following holidays:

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

A holiday that falls on a Saturday or Sunday will be observed on either the preceding Friday or the following Monday, or in accordance with the direction of your immediate supervisor.

Upon hire, full-time regular employees are eligible for the paid holiday benefit. Non-exempt regular full-time employees will receive pay based on the number of hours regularly worked on Mondays or Fridays.

Part-time regular employees are eligible upon hire at a pro rata based on the number of hours regularly worked if the holiday falls on one of the regularly scheduled work days agreed to upon hire. Weekend holidays will be paid on a pro rata basis if the employee is regularly scheduled on Mondays for Fridays.

### 5.2 VACATION AND SICK TIME

**VACATION:** Dowdy's offers a paid time vacation benefit to provide employees with paid time away from work.

**Accrual:**

Employees begin to accrue vacation time the first of the month following 60-days of consecutive employment.

Regular full-time employees accrue vacation in increments each month based on length of service as outlined below. Regular part-time employees accrue vacation similarly but on a prorated basis; however, part-time employees who do not regularly work 20 or more hours per week do not earn vacation time.

Years of Service	Monthly Vacation Accrual Rate	Total Days Accrued Per Year
Less than 4 years	.83 per month	10 days
➤ 4 years and < 7 years	1.25 per month	15 days
Greater than 8 years	1.66 per month	20 days

**Use of Vacation:**

Non-exempt employees may use vacation in half-hour increments; exempt employees may use vacation in half-day increments. Except for vacation used for legitimate, unexpected emergencies, employees must provide reasonable advance notice when requesting use of vacation. Requests must be entered into the Bamboo HR system and approved by your immediate supervisor and the next level of management. Requests will typically be granted based on timing of submission on a first request basis, with seniority given preference. However, in some situations, seniority will not be considered. Rather, key vacation request periods (ie. Spring break, opening hunting or fishing season, Christmas) will be rotated to ensure employees regardless of tenure have an opportunity to take such time. Approval of vacation

requests is at the sole discretion of the Company. Business needs may impact approval of vacation requests.

If vacation is requested but hours are not available, the vacation request generally will be denied. Exceptions must be reviewed and approved by Human Resources.

Vacation balances of up to 5 days may be carried over to the following year. Vacation balances in excess of allowed carry over will be forfeited.

**Upon Separation:**

Vacation time may not be used to extend an employee's separation date. Upon separation of employment, any earned but unused vacation hours will be forfeited.

**SICK:** Dowdy's offer paid sick time for the purposes of illness of the employee or a family member or medical appointments.

**Accrual:**

Employees begin to accrue sick time the first of the month following 60-days of consecutive employment.

Regular full-time employees accrue sick time in increments each month based on length of service as outlined below. Regular part-time employees accrue sick time similarly but on a prorated basis; however, part-time employees who do not regularly work 20 or more hours per week do not earn sick time.

Years of Service	Monthly Vacation Accrual Rate	Total Days Accrued Per Year
Each year of service	.50 per month	6 days

Employees should keep a balance of sick hours in their accounts for illness or emergencies. Sick time is not intended to waive or replace attendance requirements, and excessive unscheduled absences may be subject to discipline, even if paid under this policy.

**Use of Sick:**

To be paid sick time, the employee must personally contact their immediate supervisor/manager prior to the beginning of their scheduled shift and enter the request in the Bamboo HR system. Doctor, dentist and other medical appointments that cannot be scheduled outside of normal work hours and are expected to last longer than two hours will be required to use sick time (vacation time may be used with prior approval). Sick day/hours for medically necessary appointments require scheduling and prior approval for non-emergency medical visits.

Sick balances of up to 6 days may be carried over to the next calendar year. Sick time accrued but not used in excess of the carryover will be forfeited.

**Upon Separation:**

Sick time may not be used to extend an employee's separation date. Upon separation of employment, any earned but unused sick hours will be forfeited.

### **5.3 ANNUAL PERSONAL DAY**

All employees are eligible for one personal day each year to use at their convenience. Regular part-time employees will be paid on a pro-rata basis based on the number of regularly scheduled work hours established at the time of hire. If an employee is hired after October 1<sup>st</sup>, they are not eligible for a personal day that year.

The personal day must be used before the end of the last pay period of each year and cannot be carried over to the next year. Unused personal days will not be paid upon separation from employment for any reason.

As with vacation time, employees must provide reasonable advanced notice when requesting personal days. Personal days must be entered into Bamboo HR. Personal days will be granted, as far as practical, for the period selected by the employee; first come, first serve, with seniority given preference. Final approval is left with the Company in order to ensure operational needs are met.

### **5.4 JURY DUTY**

Dowdy's encourages employees to fulfill their civic responsibilities by serving on jury duty when required. Employees receive paid time away from work for actual time spent performing jury duty services, up to 40 hours annually. Employees are required to report for work whenever the court schedule permits. Employees also need to show the jury duty summons to their manager as soon as possible so that he/she may make arrangements to accommodate the absence.

Employees appearing in their own case as a plaintiff or defendant or for a non-subpoenaed court appearance do not receive paid time off.

### **5.5 FUNERAL & BEREAVEMENT**

Funeral or bereavement leave allows an employee to take time off with pay to make funeral or final services arrangements, attend a funeral or final service, and/or make any necessary arrangements associated with a death in his/her immediate family. The Company provides up to three working days of funeral/bereavement leave with pay for this purpose. Regular part-time employees will receive a pro-rated benefit based on the employee's regularly scheduled work day/hours.

Paid funeral/bereavement leave is limited to the death of an immediate family member. The Company defines immediate family member for purposes of this policy as spouse, child, brother, sister, parent, grandparent, or grandchild of an employee or of the employee's current spouse. An employee must notify his/her manager of the need for funeral/bereavement leave and obtain approval for the time off. The employee may be required to submit proof of death and/or funeral date.

### **5.6 MILITARY LEAVE**

Military leaves are governed by federal and state law, and are treated in accordance with applicable regulations. Military leaves are unpaid; however, employees may use accrued vacation and personal holiday time for the absence if desired. Where reasonably possible, employees should give advance notice that he/she will be taking a military leave of absence. With President's approval, benefit premiums will be paid for by Dowdy's as if the employee were working. Paid time away from work, such as vacation/sick will continue to accrue as per Company policies.

Employees on two-week active-duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing for reasonable travel

time. Employees on longer military leave apply for reemployment in accordance with all applicable state and federal laws. Employees are responsible for keeping their manager updated on the status of their leave.

Upon completion of military service and notice of intent to return to work, employees are returned to either the position held prior to military leave or a comparable position, provided they have met re-employment eligibility requirements.

## **5.7 PERSONAL LEAVE**

Situations may arise occasionally that require an employee to request a personal leave of absence. Personal leaves of absence are unpaid, approval is not guaranteed, and approval is required by the President. Considerations for approval include the reason for the request; length of the request; business needs and staffing requirements of the Company; and the employee's work record, performance, and length of service. Dowdy's reserves the right to approve or deny any leave request at its sole discretion.

Employees must submit a request at least two weeks in advance for planned leaves; in the case of an emergency, he/she should submit the request as soon as becoming aware of the need for leave. Leaves of absence for personal or medical reasons may be approved for up to 60 calendar days. Extensions beyond 60 days are generally not approved; however, the President may approve a reasonable extension for extenuating circumstances. A leave of absence may not exceed 120 days in total, unless required by law. Employees are required to use all accrued paid time prior to the beginning of an unpaid leave.

Requests for leave due to medical reasons require the employee to provide certification from his/her health care provider. In addition, upon return from leave due to medical reasons a signed release from his/her health care provider indicating the date released to work and any restrictions is required. Employees are required to return to work when released from his/her health care provider.

Employees on an approved personal leave will be responsible to pay both the employer and employee monthly benefit premiums. During personal leave, the employee will not accrue employment benefits such as vacation and sick time. Efforts are made to keep the employee's position available for him/her upon return from leave; however, unless required by law, it is not guaranteed.



---

## 6.0 HEALTH & SAFETY

---

### 6.1 SAFETY

The safety and health of employees at Dowdy's is of primary importance. It is the Company's policy to provide safe and healthful working conditions and operating practices that ensure a safe working environment for all employees. Employees are responsible for complying with all general safety rules while on Company work sites.

Managers have a primary responsibility for the safety of employees. Employees, in turn, are expected to adhere to the regulations and policies outlined by the Company. These responsibilities can be met only by working continuously to promote safe work practices among all employees and to maintain property and equipment in safe operating condition.

Failure to comply with safety rules, regulations, or procedures may result in disciplinary action, up to and including termination. In a preventable accident, the employee is made aware that the Company does not tolerate unsafe work practices. Preventable accidents include those caused by:

- Failure to use personal protective equipment;
- Failure to use proper lifting techniques or observe hazardous footing conditions;
- Careless or thoughtless acts and horseplay or practical jokes;
- Misuse of tools or equipment; and
- Being under the influence of alcohol or drugs.

#### **General Safety Rules:**

Following established safety rules, regulations, and procedures is a condition of employment. Before starting any job, employees should receive and understand instructions in order to perform their jobs properly and safely. Employees are required to know the safety requirements of their jobs. Employees are responsible to:

- Follow specific safety instructions that may be given to them by their manager;
- Be responsible for their own safe conduct, and do everything possible to safeguard others in the area or with whom they are working;
- Be constantly alert to unsafe conditions and report them immediately to their manager;
- Use common sense in all their daily activities, and at no time do anything they know could result in an accident or injury;
- Not attempt to do their job when their physical condition or mental attitude does not permit safe performance of that job; and
- Take care of any tools or equipment placed in their charge, and report to their manager any needed repair or replacement necessary for safe operation.

### 6.2 ACCIDENT REPORTING

Employees are responsible for immediately reporting any of the following work-related situations to their manager:

- Accidents or incidents resulting in injury or illness of any magnitude;
- Accidents or incidents resulting in property or equipment damage of any magnitude; and
- Any near-miss incidents that could have potentially resulted in either injury or illness to an employee or in property damage.

Reporting an injury/illness starts the necessary paperwork to apply for workers' compensation coverage. An employee may be eligible for workers' compensation benefits if he/she is injured or becomes ill as a result of a work-related incident.

### **6.3 WORKPLACE VIOLENCE & BULLYING**

Dowdy's strictly prohibits any type of violence or bullying in the workplace. Employees are prohibited from making threats or engaging in violent activities. Employees are expected to treat one another with dignity and respect. Therefore, any act involving violence or the express or implied threat of violence in the workplace is a violation of this policy and subject to disciplinary action up to and including termination.

The following list of behaviors provides examples of the type of conduct that is prohibited:

- Threatening comments or threats of physical harm or abuse;
- Causing physical injury to another person;
- Vandalism, arson, sabotage, or other criminal acts;
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person;
- Intentionally damaging employer property or property of another employee; and
- Threatening, humiliating or intimidating behaviors;

Employees should report concerns to his/her manager, the next person in the chain of command, or Human Resources. Any other violent act which in management's opinion is inappropriate in the workplace is also prohibited. It is also a violation to engage in any act outside of the workplace, while on or off duty, involving violence or the threat of violence against coworkers, customers, vendors, or others associated with the Company.

The Company reserves the right to conduct searches of an employees' personal effects and personal work spaces without notice. Any illegal or unauthorized articles discovered may be taken and may be turned over to law enforcement representatives. Any employee who refuses to submit to a search or is found in possession of prohibited articles will be subject to disciplinary action up to and including termination.

### **6.4 COMPANY-SPONSORED EVENTS:**

On occasion, alcohol may be served at social events sponsored by Dowdy's. Alcohol may be served at these events only with the approval of the President. Only the moderate and limited use of alcohol is acceptable, and employees are expected to conduct themselves in a responsible and professional manner at all times.

### **6.5 PROPERTY & SEARCHES**

Employee personal possessions may be subject to inspection or search based on reasonable suspicion while on Dowdy's premises or work sites. Anyone bringing personal possessions or other property on Dowdy's premises consents to such an inspection by an authorized representative of the Company. Desks, computers, and other property, which may be provided by Dowdy's for the convenience of employees, remain the property of the Company. Such Company property, as well as any articles or information within them, may be inspected or searched by Dowdy's at any time, with or without notice, and with or without the employee present.

Dowdy's is not responsible or liable for personal property that is lost, stolen, or damaged while on Company premises or while on Company business.

### **6.6 SECURITY**

Employees who are issued keys and security codes are required to keep them confidential and utilize only as appropriate to maintain the security of the Company.

## **6.7 COMPANY OWNED VEHICLES**

The Company owns and operates vehicles for use in connection with our business. Only designated, properly licensed personnel are authorized to operate customer or Company vehicles. If determined necessary, a clean driving record may be a condition of employment and the potential employee will be required to provide a recent DMV report.

The responsibility for maintenance, cleaning, upkeep and repair of all company vehicles rests with the assigned driver. It is their responsibility to inform management of the vehicle mechanical problems, tire wear, etc. Regular maintenance will be scheduled through the shop or local dealer. They should be maintained to always reflect the Company's pride of ownership.

All drivers are expected to be courteous and cautious in their driving habits. Anyone operating a company or customer vehicle in a reckless manner will be subject to discipline or possible dismissal. Employees are required to obey all traffic laws, including those surrounding cell phone usage. An employee may be required to reimburse the company for insurance deductibles in the event of an accident in which the employee was determined to be partially or wholly at fault.

Any infractions of the law and subsequent fines or judgments are the sole responsibility of the driver. Revocation of a driver's license may jeopardize the performance of your responsibilities. Use of alcohol or tobacco in a Company or customer vehicle at any time will be grounds for immediate dismissal.

## **6.8 INFECTIOUS DISEASE CONTROL**

The safety of all employees is the priority of Dowdy's, including preventing or limiting the spread of infectious diseases between employees. Dowdy's takes appropriate steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of Dowdy's during any such time period to strive to operate effectively and ensure that all essential services are continuously provided that employees are safe within the workplace.

### **Epidemic Control**

Federal, state, or local public health authorities may declare that a disease has become an epidemic or that a community outbreak has occurred. Dowdy's is committed to following requirements and guidance from federal, state, and local authorities in the event of an infectious disease outbreak. As a precaution and at its discretion, Dowdy's may implement additional actions such as modify work schedules, require telework, or suspend/modify work activities. Employees are expected to cooperate with any such actions if/when they occur.

*Staying Home When Ill:* During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing an above-normal temperature, symptoms related to an infectious disease, or have come into contact with others who have been diagnosed with an infectious disease. Guidance from the Centers for Disease Control and Prevention will be utilized to identify symptoms applicable to the infectious disease outbreak. Employees will be required to go home and/or remain at home in alignment with these health guidelines.

### **Preventing the Spread of Infection in the Workplace**

Dowdy's will ensure a clean workplace, including regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, and door handles. An internal team will be

designated to monitor and coordinate events around an infectious disease outbreak, as well as to create work rules that could be implemented to promote safety through infection control.

All employees are expected to cooperate in taking steps to reduce the transmission of infectious disease in the workplace.

*Remote Work:* Dowdy's may authorize temporary remote work during an infectious disease outbreak. However, some positions may not be able to be performed via telework, which limits eligibility for remote work arrangements.

*Other Safety Procedures:* Dowdy's may implement required safety procedures in the workplace applicable to a specific infectious disease outbreak, such as: wearing masks or face coverings; guidelines for social distancing; minimizing in-person meetings or face-to-face interactions; health checks prior to entering a Dowdy's facility, such as temperature screening; socially-distanced office layout and/or pathways, and related measures.

### **Medical Information or Documentation**

If an individual is out sick or showing symptoms of being ill, it may become necessary to request information from the employee and/or his/her health care provider. Dowdy's policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

### **Additional Policy Guidance**

Dowdy's complies with any federal or state paid time away from work benefits in relation to an infectious disease outbreak. Unless otherwise notified, existing attendance and leave policies remain in place during an infectious disease outbreak. Individuals who believe they may face challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans.

---

## HANDBOOK ACKNOWLEDGEMENT

---

I acknowledge receipt of DOWDY'S AUTOMOTIVE, LLC ("Dowdy's" or the Company) Employee Handbook dated **January 1, 2022**, which outlines the policies, procedures, and benefits for Dowdy's as well as employee responsibilities.

I understand this Handbook supersedes all prior oral or written policies, procedures, and practices by the Company. I agree to abide by the policies and procedures, whether written or unwritten, of Dowdy's, including but not limited to the policies included in this Handbook. It is my responsibility to familiarize myself with the contents of the Handbook and to meet my obligations under the policies in the Handbook. I have been offered an opportunity to ask any questions regarding the Handbook.

Dowdy's reserves the right to modify, update, or eliminate any policy in the Handbook at any time, in its sole discretion. It is my responsibility to become familiar with any changes to the Handbook that may be made from time to time. The Company may also provide updates or reminders of policies or procedures, which I agree to become familiar with.

The Handbook is not a contract of employment nor does it create contractual terms of employment, and I should not interpret it as creating a contract of employment, contractual terms of employment, or a guarantee of continued employment with Dowdy's for any definite term. I am an "employee at will," which means that my employment with the Company may be terminated by the Company or by me at any time, with or without cause, and without prior notice. I understand that no employee or representative of Dowdy's, other than the President has authority to enter into any valid or binding written or oral agreement which affects or alters the at-will nature of my employment relationship with Dowdy's. To be valid, any such agreement must be in writing and signed by the President.

I understand that any information I may obtain in connection with my employment at Dowdy's regarding clients, personnel, financial data, strategic planning initiatives, or electronic data is considered confidential. I understand and agree that I will not disclose at any time any confidential information gained during my employment with the Company. This will begin with my first date of employment and will continue indefinitely even if my employment with Dowdy's is later discontinued for any reason.

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**