



United Auto Supply
Foreign & Domestic Parts Specialists

EMPLOYEE HANDBOOK

As of 02/28/2020



Employment at-will

The contents of this handbook are meant as a guideline only and are subject to change at the sole discretion of Pinnacle Employee Services (hereinafter referred to as "PES") as are all policies, procedures, benefits or other programs relating to your employment. Your present on-site employer (United Auto Supply) may issue separate written policies or procedures, which PES is not responsible for drafting or enforcing.

Nothing in this statement is intended to interfere with, restrain, or prevent interactive activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. United Auto Supply's employees have the right to engage in or refrain from such activities.

This handbook is not, and should not be construed as; a contract of employment and PES does not make any promises of any kind in this handbook. Regardless of what the handbook says or provides, PES remains free to change wages, benefits and all other working conditions at any time without having to consult with anyone and without anyone's agreement.

In addition, employment with PES is "at-will". This means that PES or you may terminate the employment relationship at any time, with or without notice, for any reason or for no reason.

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WELCOME

On behalf of your colleagues, we are happy to welcome you aboard.

This handbook was developed to familiarize you with our organization and to outline the policies, programs, and benefits available to eligible employees. As you read it, you will find the answers to many of your questions about employment with us and our subscriber company. You are responsible for reading, understanding and complying with the provisions of this handbook.

During the course of your employment with us, it may become necessary to make changes to the policies contained in this handbook and PES reserves the right to do so. You will be advised of any changes when they are made. **This handbook is not to be construed as an employment contract. In this state, the employment relationship is “at will,” which means that the relationship can be ended at any time, for any reason or for no reason, by either the employer or the employee.**

Best wishes for a challenging and productive career with us.

Policies

EQUAL EMPLOYMENT OPPORTUNITY

This company is committed to equal employment opportunity for all employees regardless of race, creed, color, sexual orientation and expression, age, marital status, disability, religion, national origin, military service, arrest/conviction record, victims of domestic violence, and genetics. In addition, we comply with all applicable federal, state and local laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment, including, but limited to, decisions relating to hiring, placement, promotion, termination, compensation and training. All employees are expected to conduct themselves in a manner that is consistent with this policy.

HARASSMENT PREVENTION POLICY**Introduction**

Pinnacle Employee Services and UNITED AUTO SUPPLY are committed to maintaining a workplace where all employees are treated with respect and dignity. All forms of harassment are workplace discrimination. Pinnacle Employee Services and UNITED AUTO SUPPLY have a zero-tolerance policy for any form of discrimination or harassment, and all employees are required to work in a manner that prevents harassment in the workplace. This Policy is one component of UNITED AUTO SUPPLY's commitment to a discrimination-free work environment. This policy should not, and may not, be used as a basis for excluding or separating individuals of any protected class from participating in business or work-related social activities or discussions.

Sexual harassment is against the law. All employees have a legal right to a workplace free from sexual harassment, and employees are urged to report sexual harassment. Employees can enforce this right by filing a complaint internally with UNITED AUTO SUPPLY, or with a government agency or in court under federal, state, or local antidiscrimination laws.

Policy:

1. This policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors, and persons conducting business, regardless of immigration status, with UNITED AUTO SUPPLY. In the remainder of this document, the term "employees" refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).

3. Retaliation Prohibition: No person covered by this policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. UNITED AUTO SUPPLY has a zero-tolerance policy for such retaliation against anyone who, in good faith complains or provides information about suspected sexual harassment. Any employee of UNITED AUTO SUPPLY who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. Any employee, paid or unpaid intern, or non-employee working in the workplace who believes they have been subject to such retaliation should inform a supervisor, manager, or HR at Pinnacle Employee Services. Any employee, paid or unpaid intern or non-employee who believes they have been a victim of such retaliation may also seek compensation in other available forums, as explained below in the section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject UNITED AUTO SUPPLY to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level, including managers and supervisors, who engage in sexual harassment or who knowingly allow such behavior to continue will be penalized for such misconduct.
5. UNITED AUTO SUPPLY will conduct a prompt, thorough, and confidential investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring UNITED AUTO SUPPLY will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. UNITED AUTO SUPPLY will provide all employees with a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to HR.
8. This policy applies to all employees, paid or unpaid interns, and non-employees, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees and posted prominently in all work locations to the extent practicable (for

example, in a main office, not an offsite work location) and be provided to employees upon hire.

What is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender identity and expression, and the status of being transgender. Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: quid pro quo and hostile work environment.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful and can be any harassing conduct that consists of more than petty slights, or trivial inconveniences. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which, are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment, or any other terms, conditions, or privileges of employment. This is also called “quid pro quo” harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment

The following describe some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body
 - Rape, sexual battery, molestation, or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
 - Leering, whistling or touching.
- Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work

- Bullying, yelling, name-calling

Other Types of Workplace Harassment

Harassment on the basis of any protected characteristic is strictly prohibited; it is not just based on gender or inappropriate sexual behavior in the workplace. This includes but is not limited to verbal, written, or physical conduct that belittles or shows hostility and/or hatred toward an individual because of any protected characteristic (race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law).

This protects employees or associates that have the purpose or outcome of:

- Creating an intimidating, hostile, or offensive work environment
- Unreasonably interfering with an individual's work performance
- Otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes but is not limited to name-calling, slurs or negative stereotyping; threatening, intimidating, or hostile acts; condescending jokes; and written or graphic material that belittles or shows hostility or hatred toward an individual and/or group that is placed anywhere on PES or UNITED AUTO SUPPLY's premises or that is circulated in the workplace during working time or using company equipment (e-mail, phone, voicemail, text messaging, social networking sites, or other means of communication).

Who can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, non-employees, including independent contractors, and those employed by companies contracting to provide a service in the workplace. Harassers can be a superior, a subordinate, a coworker, or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer, or visitor.

Where can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

What is “Retaliation”?

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- Filed a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- Opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- Reported that another employee has been sexually harassed; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone’s responsibility. UNITED AUTO SUPPLY cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern, or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager, or HR. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or HR.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee’s behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a victim of sexual harassment may also seek assistance in other available forums, as explained below in the following sections on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior, or for any reason suspect that sexual harassment is occurring **are required** to report such suspected sexual harassment to HR.

In addition to being subject to discipline if they engage in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaints and Investigation of Harassment

All complaints or information about suspected harassment or sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information, or knowledge of suspected harassment or sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be confidential to the extent possible. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected harassment. UNITED AUTO SUPPLY will not tolerate retaliation against employees who file complaints, support another's complaint, or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, HR will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If the complaint is verbal, encourage the individual to complete the Complaint Form in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails, or phone records are relevant to the investigation, take steps to obtain and preserve them.

- Request and review all relevant documents, including electronic communications.
- Interview all parties involved, including any relevant witnesses.
- Create a written document of the investigation (such as a letter, memo, or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents
 - A list of names of those interviewed, along with a detailed summary of their statements
 - A timeline of events
 - A summary of prior relevant incidents, reported or unreported
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s)
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual(s) about whom the complaint was made of final determination and implement any corrective actions identified in the written document.
- Inform the individual who complained of their right to file a complaint or charge externally as outlined in the next section.

Misconduct constituting harassment, sexual harassment, discrimination, or retaliation will be dealt with as deemed fit. Responsive action may include; training referral to counseling, or disciplinary action such as a warning, reprimand, reassignment, temporary suspension (either paid or unpaid), or termination.

False or malicious complaints of harassment, discrimination, or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action listed above.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by UNITED AUTO SUPPLY but is also prohibited by state, federal, and (where applicable) local law. Aside from the internal process at UNITED AUTO SUPPLY, employees may also choose to pursue legal remedies with the following government entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney. In addition to those outlines below, employees in certain industries may have additional legal protections. An individual is not required to make an internal complaint in order to pursue any of these additional external options.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq, applies to employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns, and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time **within one year** of the harassment (**three years beginning on August 12, 2020**). If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Complaining internally to UNITED AUTO SUPPLY does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, NY 10458; (718)741-8400; www.dhr.ny.gov Contact DHR at (888)392-3644 or [visit dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized, and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Acts (codified as 42 U.S.C § 2000e et seq.). An individual can file a complaint with the EEOC anytime within **300 days** from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal

courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)); visiting their website at www.eeoc.gov or via email at info@eeoc.gov If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission of Human Rights, 22 Reade St, First Floor, New York, NY; call 311 or (212)306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml

Contact the Local Police Department

If the harassment involves physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Additional Information

If you have any questions about this policy, please contact Heidi Lupi, Vice President of Pinnacle Employee Services at (315) 295-3883 for additional information. If you have other questions or concerns about discrimination or harassment, you may also contact UNITED AUTO SUPPLY

NEW YORK STATE REPRODUCTIVE HEALTH ACT

The New York State Reproductive Health Act prohibits discrimination based on an employee's or a dependent's reproductive health decision making. PES and United Auto Supply are prohibited from accessing an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, including but not limited to, the decision to use or access a particular drug, device or medical service without the employee's prior informed affirmative written consent.

PES and United Auto Supply shall not:

- (a) discriminate nor take any retaliatory personnel action against an employee with

respect to compensation, terms, conditions, or privileges of employment because of or on the basis of the employee's or dependent's reproductive health decision making, including, but not limited to, a decision to use or access a particular drug, device or medical service; or

(b) require an employee to sign a waiver or other document which purports to deny an employee the right to make their own reproductive health care decisions, including use of a particular drug, device, or medical service.

An employee may bring a civil action in any court of competent jurisdiction against PES and United Auto Supply alleging to have violated the provisions of this section. In any civil action alleging a violation of this section, the court may:

(a) award damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs incurred to a prevailing plaintiff;

(b) afford injunctive relief against any employer that commits or proposes to commit a violation of the provisions of this section;

(c) order reinstatement; and/or

(d) award liquidated damages equal to one hundred percent of the award for damages pursuant to paragraph (a) of this subdivision unless an employer proves a good faith basis to believe that its actions in violation of this section were in compliance with the law.

Nothing in this section shall be construed to limit any rights of an employee provided through any other provision of law, common law or collective bargaining unit. Any act of retaliation for an employee exercising any rights granted under this section shall subject PES and United Auto Supply to separate civil penalties under this section. For the purposes of this section, retaliation or retaliatory personnel action shall mean discharging, suspending, demoting, or otherwise penalizing an employee for:

(a) making or threatening to make, a complaint to an employer, co-worker, or to a public body, that rights guaranteed under this section have been violated;

(b) causing to be instituted any proceeding under or related to this section; or

(c) providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by such employer.

OPEN DOOR COMMUNICATIONS

We are committed to providing a positive environment that will enable our employees to achieve their professional goals. Our policy is to treat each employee as an individual, but at the same time to encourage employees to work together as a team.

To this end, we are constantly striving to maintain strong communications between management and employees so that problems regarding working conditions and procedures can be freely discussed and satisfactorily resolved.

Bring your concerns to the attention of your supervisor. If you do not feel comfortable with your supervisor or you do not receive an adequate response, please discuss the situation with a member of management at PES and United Auto Supply.

Our door is always open. We believe that discussing issues directly with one another will enable us to maintain the spirit of cooperation that has contributed to our continued success over the years.

CONFLICT OF INTEREST

It is PES and United Auto Supply's policy that employees shall not have any direct or indirect financial interest in or personal business relationships with any firm or person that does business with PES and United Auto Supply, nor shall employees engage in any other activity that would conflict with the interests of PES and United Auto Supply.

If an employee takes a second job, the employee's first priority will be their job at United Auto Supply.

SUBSTANCE ABUSE POLICY

It is the policy of PES and United Auto Supply to provide our employees with a drug-and-alcohol-free, safe, and healthy workplace. In order to do so, the following policies will be strictly enforced. Employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

- Employees are prohibited from being under the influence of alcohol or drugs while on premises during working hours.
- The sale, possession, transfer, storing, distributing, manufacturing, or purchase of illegal drugs, alcoholic beverages, controlled substances, or narcotics on company property, at work sites, at any location while representing the company, or while performing company business is strictly prohibited. Employees are also prohibited from having alcoholic beverages, illegal drugs, controlled substances, or narcotics present in the employee's system when reporting to work, during work hours, or at any time while conducting business-related activities. Drug paraphernalia, such as pipes and needles, is prohibited on company premises, at work sites, and in vehicles being used for company business. Such actions will be reported to the appropriate law enforcement officials.
- United Auto Supply prohibits the off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, and/or the company's reputation in the community.

- The use, sale, or possession of an illegal drug, alcohol, or controlled substance while on duty may result in discharge.
- Note: CBD is not approved by the FDA and may contain varying levels of THC which may cause an employee to violate this policy.
- Prescription drugs may only be brought on company property when in the possession of the individual to whom they are prescribed, and used only by the person to whom they are prescribed. Such drugs must be used only in the manner, combination, dosage, and quantity prescribed, and maintained in their original containers. An employee is not allowed to use prescription drugs that have not been legally obtained in a manner or for a purpose other than as prescribed. An employee in a public safety position must inform the employee's supervisor of any prescription or legal, nonprescription (i.e. over-the-counter) drugs that are currently being taken if they could in any way affect or impair the employee's ability to perform the job safely. The legal use of prescribed, over-the-counter drugs is only permitted on the job if they do not impair an employee's ability to perform the job safely and it does not affect the safety or well-being of other individuals in the workplace.
- An employee should not drive on company business if the employee's ability to drive safely has been impaired by illness, fatigue, injury, prescription medication, illegal drugs, or alcohol.
- Any observation or knowledge of an employee who is in a condition that impairs the employee's ability to perform job duties, presents a hazard to the safety and welfare of others, or appears to otherwise be in violation of the company's substance free workplace policy should be reported to a member of management immediately.
- In addition to the substance testing policy, addressed below, an employee may be tested for alcohol or illegal drugs where there is a reasonable suspicion that abuse, impairment, or a violation of the policy exists. Testing will be conducted in accordance with applicable state or municipal regulations and will generally follow Department of Transportation (DOT) regulations. An employee who agrees to take a reasonable suspicion test must sign a consent form authorizing such test and the company's use of the test results for the purpose of administering its discipline policy. It is a violation of this policy to refuse to consent to the test or to test positive for alcohol or illegal drugs. Drug and alcohol tests are paid for by the company, and are the property of the company.

An employee who tests positive to a confirmed test for alcohol or controlled substances will be subject to disciplinary action, up to and including termination of employment. In the event an employee is not immediately discharged for testing positive for some other violation of this policy, the company, at its sole discretion, may allow the employee to return to work pursuant to the employee executing a written agreement acknowledging that:

1. The employee tested positive or otherwise violated this policy; and

2. In exchange for the company not discharging the employee for this instance of testing positive or otherwise violating this policy, the employee agrees to:
 - a. Undergo rehabilitation, counseling or other activities prescribed by the company's EAP provider and/or a licensed medical professional;
 - b. Periodic, unannounced drug and/or alcohol testing for a set time period; and
 - c. Be subject to discharge for any future violation of this policy.

An employee's participation in treatment program does not prevent United Auto Supply from disciplining the employee for violations of this or other company policies.

An employee who tests positive admits to illegal drug use or related misconduct, or who voluntarily seeks assistance, and is not discharged, will not be allowed to return for work or continue working until the employee has been evaluated by a health care professional of United Auto Supply's choice to determine if the employee can safely return to work.

The company has adopted a substance testing policy in compliance with the Omnibus Transportation Employee Testing Act of 1991. The purpose of this policy is to reduce accidents resulting from an employee's use of controlled substances and alcohol, thus reducing fatalities, injuries, and property damage. The policy applies to all Department of Transportation (DOT) covered drivers who operate commercial motor vehicles requiring a commercial driver's license (CDL) to operate. Pre-employment, random, reasonable suspicion, post-accident, and follow up substance testing are conducted.

All other United Auto Supply employees may be subject to random, reasonable suspicions as well.

Violations of this policy may result in disciplinary action, up to and including termination. The possession, use, sale, purchase, distribution, or manufacturing of illegal drugs shall also be brought to the attention of the appropriate law enforcement agency.

SMOKING

In consideration of our employees' health and to ensure the safety of our work environment as well as to comply with State law, smoking is permitted only in designated areas outside the building. This includes Electronic Cigarettes or any other type of vapor producing products.

Employees who smoke will be allowed to leave the building during meal times only. Employees who smoke outside the building are required to dispose of smoking materials in the containers provided.

Smoking is prohibited in the workplace.

RIGHT TO KNOW

You have the right to know about any hazardous substances that you might use or encounter on the job. We maintain Safety Data Sheets (SDS) for each potentially hazardous chemical used in our workplace which can be found in the on-site supervisor's office.

If you are unable to locate a SDS for a particular substance, please ask the general office of PES and United Auto Supply for further information.

SAFETY

Safety is everyone's responsibility. Please take precautions to use materials and equipment with care and do your part to keep the work site free from hazards. Safety rules are distributed or posted and will be strictly enforced.

United Auto Supply provides workplace safety and health information to employees on a regular basis through training sessions, staff meetings, memos, bulletin board postings, and other written notices.

Any suspected safety hazards should be brought to the attention of a supervisor or Human Resources immediately. Reports about workplace safety issues can be made anonymously if the employee chooses. The employee will not be retaliated for making a report.

Human Resources will conduct an investigation on all job related injuries, illnesses, and near misses to determine the cause, and attempt to prevent a recurrence.

Any employees with suggestions, ideas, or concerns for improved safety in the workplace are encouraged to contact their supervisor or Human Resources.

In the event of a workplace accident, take the following steps:

1. Stop work;
2. Isolate or eliminate the immediate cause of the accident to prevent further injury;
3. Obtain aid for the injured person and summon assistance. If the injury appears serious, dial 9-1-1;
4. Call a supervisor immediately;
5. Take steps to prevent additional accidents;
6. Complete an Accident Report with full details of the accident and submit it to the Human Resources Coordinator immediately following the accident. When an accident occurs which involves a non-employee, notify the store manager or Human Resources immediately, no matter how minor the accident or injury may appear, and even if no one was hurt.

In the event of a fire, or other emergency that requires the building to be evacuated, the following procedures must be followed:

1. Calmly, yet quickly leave the building by the nearest exit door. Do not run or push; assist others along the way;
2. Immediately notify a supervisor or other designated person if anyone is having trouble leaving the building;
3. Do *not* take time to gather any Company property or personal belongings;
4. Assemble in the designated location immediately after exiting the building;
5. Do not re-enter the building until a supervisor or other designated person gives authorization to do so.

Supervisors are responsible for the orderly exit of all employees within their department. Each supervisor should be the last one out of the department and should make sure that all doors are closed. Once outside of the building, the supervisor should account for all department employees.

Fire extinguishers are located in designated areas throughout the building. Fire extinguishers should only be operated by an individual with proper training in its use and only if the fire is containable. An employee should be instructed to dial 9-1-1 simultaneously. If the fire cannot be put out, leave the building immediately.

First aid kits are located in designated locations throughout the building.

DRIVING ON COMPANY BUSINESS

Employees may be required to drive Company, leased, rental, or personal vehicles to conduct business on behalf of United Auto Supply. Employees who drive on Company business must operate vehicles in a safe and responsible manner, in compliance with all applicable motor vehicle and traffic regulations. Accidents and poor driving habits create a negative impression of the Company; therefore the employee's attitude and driving habits must reflect the best Company image.

All employees who drive on Company business must possess a valid driver's license free from major infractions at the time of hire and throughout employment. Any employee that operates a vehicle that requires a commercial driver's license (CDL) must possess and maintain this license throughout employment.

Driving records of final applicants and employees who apply for positions involving driving as a part of the job duties will be checked following a conditional offer of employment. United Auto Supply will make regular checks on the employee's motor vehicle record in accordance with the requirements of the Fair Credit Reporting Act (FCRA).

If a ticket or traffic violation (except parking) is received while driving a Company vehicle, the employee must notify their supervisor immediately. The employee must also

notify their supervisor if their driver's license is suspended, revoked, or cancelled, or if the employee loses the right to operate a motor vehicle, or becomes disqualified from operating a motor vehicle. An employee is prohibited from driving on Company business with a revoked or suspended license.

Driving privileges may be suspended for any employee for receiving an excessive amount of traffic violations. If the employee's job position requires the regular use of a motor vehicle, the employee may be reassigned to another position if available, or terminated for the inability to perform the job duties.

The employee will be responsible for paying the cost of any moving violations, parking or traffic tickets, or fines that result from driving in Company business.

If an employee drives a personal vehicle to conduct business for United Auto Supply, the employee must have auto liability insurance for both bodily injury and property damage, and proof of a minimum policy for liability coverage of \$100,000 per person/\$300,000 per accident. If there is a lapse in the employee's liability insurance, the employee's supervisor must immediately be notified.

The employee must notify their supervisor if an accident, theft, or damage involving a vehicle being used for Company business occurs, regardless of the extent of damage or lack of injury. A law enforcement officer should be called to the scene of any accident involving an employee or vehicle being used for Company business, and an ambulance summoned if anyone appears injured. A copy of the accident report should be obtained from the police for submittal to the Human Resources Coordinator. If an employee is involved in an accident with a United Auto Supply vehicle, the employee will be required to pay \$100 of each preventable accident. United Auto Supply is not responsible for any damage to the employee's personal vehicle or loss or damage to personal property inside the vehicle while on Company property.

Only authorized employees are allowed to drive Company vehicles. Company vehicles are to be used only for authorized Company business. Smoking is prohibited in Company vehicles.

Each Company vehicle will be assigned a Sunoco Credit Card (Fuelman Credit Cards where Sunoco is unavailable) ONLY for the purchase of regular grade gas for the Company vehicle the employee will be driving. The employee will receive a personal PIN number to be used with the Sunoco Card. A record of the employee's fuel purchases will be logged and monitored. Purchase receipts must be turned in the same day the purchase took place.

All drivers are required to attend driving training within the first month of hire. Training will be conducted by the store manager and must be successfully completed. Retraining will be required before the employee is permitted to drive Company vehicles after an accident.

CELL PHONE POLICY

While at work employees must exercise the same discretion in using personal cell phones as for the use of Company phones. Personal calls during working time, regardless of the phone used can interfere with employee productivity and be distracting to others. Cell phones are not to be carried on the job without specific permission from management who will keep supervisors regularly informed of this permission. Employees will inform their supervisor of the need to carry a phone who in turn will set up a meeting with management to discuss with the employee a need to have a cell phone on the job. Permission for use will be granted / denied on a case-by-case basis. All employees are asked to make personal calls during breaks and meal periods and to ensure that friends and family members are aware of this policy. The Company will not be liable for the loss of personal cell phones brought into the workplace. Employees are not authorized to use personal cell phones in place of Company provided beepers and radios.

PERSONAL USE OF COMPANY-PROVIDED CELL PHONES, BEEPERS AND RADIOS

Where job or business needs demand immediate employee access, a business cell phone, beeper and/or two-way radio may be issued. For business and tax reasons the personal use of such equipment is not permitted. Phone records may be audited for compliance. If an employee experiences a personal emergency that requires use of the business cell phone, they are required to report this to their supervisor. Failure to report such use may result in disciplinary action up to and including termination. Employees in possession of Company equipment such as cell phones, beepers and radios are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee must return the equipment.

CELL PHONES AND DRIVING

Employees whose job responsibilities include driving and who must use a cell phone for business use are expected to refrain from using their phone while driving. Allow voice mail or your passenger to handle calls when possible. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call.

If acceptance of a call is unavoidable and pulling over is not a safe option,

Use hands-free devices; use the voice-activated or “speed dial” feature; keep the call short; do not take notes, text message or e-mail while driving; refrain from discussion of complicated or emotional issues; and, keep eyes and attention on the road and both hands free to operate the vehicle.

Special care should be taken in situations;

When there is moderate to heavy traffic; inclement weather; or, driving in an unfamiliar

area.

In situations where employees drive and accept phone calls, state law, as well as this policy, requires the use of “hands-free” equipment. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline, including termination.

Special Responsibilities for Managerial Staff

As with any policy, management staff is expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

YOUR PERSONNEL FILE

You are responsible for notifying PES’s Central Office of any changes in name, address, telephone number, marital status, number of dependents, or any other information in your employment records. Incomplete or outdated information may result in incorrect taxes being withheld from your paycheck, interrupted benefits for you and your family, and difficulty in notifying the appropriate person in the event of an emergency.

Personnel files are the property of PES and access to the information they contain is restricted. Only those officials and representatives of PES who have a legitimate reason to review information in a file are permitted to do so. An employee who wishes to review his or her personnel file should contact Pinnacle Employee Services’ main office in advance to arrange for an appointment.

EMPLOYMENT APPLICATIONS

PES and United Auto Supply rely on the accuracy of the information on your employment application and other information you provide throughout the hiring process and during the course of your employment. Any misrepresentation, falsification, or significant omission in any of this information may result in a decision to disqualify you as a candidate for employment or, if you have already been hired, to terminate your employment.

VIOLENCE IN OUR WORKPLACE

PES and the United Auto Supply are committed to providing a workplace for our employees that is healthy and safe. PES will not tolerate acts or threatened acts of violence by employees or non-employees in our facilities, on our property or on our subscriber’s property.

Employees and non-employees are prohibited from bringing guns or other weapons onto our property, including, but not limited to, weapons in vehicles in the parking lots.

Violations of this policy will subject employees to discipline up to and including termination. If a non-employee enters our work place carrying a weapon the authorities will be called immediately.

Other examples of prohibited conduct include, but are not limited to, striking or attacking another employee or verbally or physically threatening an employee with bodily harm. Any employee who has been a victim of workplace violence or is aware of such conduct between other employees should immediately report it to your onsite supervisor or management at PES.

All reports will be promptly investigated and appropriate action will be taken. Employees will not be subject to discipline or retaliation of any form by management or fellow employees for reporting actual or potentially violent situations.

Employment and Pay

EMPLOYMENT CATEGORIES

It is PES’s intent to define employment classifications clearly so that each employee understands his/her employment status and benefit eligibility.

Every position is designated as exempt or nonexempt pursuant to federal and state wage and hour laws. Nonexempt employees are entitled to overtime pay under the specific provisions of these laws. Exempt employees are excluded from such overtime pay requirements.

PES and united Auto Supply have established the following employment categories:

- Full-time regular: Employees who regularly work at least 35 hours per week.
- Part-time regular: Employees who regularly work at least 20 hours per week but fewer than 35 hours per week.
- Temporary: Employees who work on an intermittent and/or unpredictable basis
- Seasonal: Employees who may work on a full- or part-time basis for a specific period of time not to exceed six consecutive months

PAYDAYS

The final page of this handbook contains information regarding the normal hours of work, the pay period and pay date at the subscriber where you work. If you are unable to pick up your paycheck, we will release it to a relative provided s/he has a written release from you and you have called the office to make such arrangements.

Lost paychecks will be replaced after it can be verified with the bank that the check has not been cashed and a stop payment can be placed on the lost check. Advances will not be issued to any employee nor will we release a paycheck before the regular payday without written release from the subscriber.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

WAGE DEDUCTION AND COMPLAINT POLICY

PES is committed to complying with the Fair Labor Standards Act as well as all state wage and hour laws. PES will, at all times, make a good faith effort to comply with all rules and regulations prohibiting improper pay deductions. Non-exempt employees will be paid overtime in accordance with state and federal law. The salary of exempt employees, however, is intended to compensate for all hours worked.

If you are an exempt employee and you feel that you have not been paid on a salaried basis or that improper deductions have been made from your pay, please report that fact to your immediate supervisor. If you are uncomfortable speaking with your supervisor, please bring your concerns to Pinnacle Employee Services or to another member of the senior management team.

No employee will be retaliated against for making an inquiry or report of an improper payment or wage deduction.

PES will promptly investigate your claim and, if any improper deductions have been made, will refund the deductions and take appropriate steps to ensure future compliance.

OVERTIME WORK

Many of our subscribers require overtime (over 40 hours a week) work in order to meet their client needs. However, no overtime should be worked without prior authorization of management. You will be paid for any additional hours beyond the basic workweek, in accordance with laws concerning labor practices of the Federal and State Labor authorities. Working overtime when required is a condition for continued employment. Exceptions to this policy are at the sole discretion of management. Your onsite supervisor reserves the right to require written verification before deciding to release you from necessary over time.

TIME CLOCKS

All employees must use the time clock every day to show the time an employee began work, left and returned from lunch, and the time quit at the end of the day. All overtime must be authorized.

PERFORMANCE APPRAISALS

The performance of all employees is evaluated on an on-going basis. On site supervisors and employees are strongly encouraged to discuss job performance on an informal day-to-day basis. In addition, written performance appraisals may be conducted periodically to provide a written record of your performance. The written appraisal will provide an opportunity to discuss job performance, identify and correct weaknesses, and provide your on-site supervisor with an opportunity to recognize and encourage your strengths.

Conduct and Discipline

DISCIPLINE

Disciplinary action will be taken when company policies, procedures, or work rules are violated. Such actions may include but are not limited to verbal warnings, written warnings, suspension, or immediate discharge. United Auto Supply may impose an unpaid disciplinary suspension for one or more full days for serious misconduct. This practice applies to all employees, whether exempt or non-exempt. Disciplinary action will depend in part on the nature of the violation and on the employee's work record.

EMPLOYEE CONDUCT AND WORK RULES

Reasonable rules of conduct are necessary for the orderly, efficient, and safe operation of business. The list below is meant to serve as a guideline for identifying conduct that will result in disciplinary action. It should be noted that many of these standards of conduct are clarified in greater detail in the appropriate section of this employee handbook.

This list is not intended to be all inclusive. Management reserves the right to modify work rules and regulations or to establish different or additional rules or regulations as it deems appropriate and necessary at any time.

The following conduct may result in immediate discharge:

1. Disclosing or making available to unauthorized persons any confidential or proprietary information
2. Fighting or disorderly conduct
3. Gambling on company premises
4. Harassing, interfering with, or refusing to cooperate with coworkers in the performance of their duties
5. Tampering, altering, or falsifying time records, or recording time on another employee's time card
6. Acts of dishonesty or theft
7. Damaging machinery or equipment, wasting materials, or defacing company property
8. Failure to adhere to company policies regarding harassment, alcohol and drug abuse, smoking, and safety

The following conduct will result in disciplinary action, up to and including immediate termination, depending on the seriousness of the offense under the facts and circumstances as determined by management:

1. Repeated absences or tardiness
2. Failure to follow work rules or procedures
3. Failure to complete assigned work in a timely manner
4. Wasting time, loafing, loitering

5. Leaving the work area during working hours without permission
6. Negligence or carelessness
7. Unauthorized or improper use of property or machinery, including company telephones
8. Abuse of break or meal period privileges
9. Refusal to accept assigned overtime
10. Unsatisfactory work performance
11. Rude, abusive, or obscene language or conduct on company property
12. Actions that result in complaints from customers, suppliers, or manufacturers and that affect United Auto Supply's reputation or business
13. Insubordination or refusal to follow a supervisor's instructions or to perform assigned work

Depending on the nature of an offense, discussions will often be held between the supervisor and the employee in order to give the employee an opportunity to correct the situation before it becomes necessary for management to issue a written warning. These discussions will be documented and become part of the employee's record.

A written warning notice becomes part of an employee's record and will be taken into consideration when evaluating an employee's performance for purposes of promotion, transfer, future disciplinary action, and continued employment.

DRESS

Each employee is expected to dress appropriately for the job. Your on-site supervisor will offer guidance as to proper attire for your job and may establish special requirements for reasons of safety or public contact. Failure to observe standards of dress will result in disciplinary action. Some of our subscribers are required to adhere to special requirements of OSHA or the Board of Health.

The appropriate dress for the subscriber where you work can be found in the final pages of this handbook.

PROPERTY REMOVAL

All materials and equipment issued to you for the performance of your job are considered the property of the worksite employer. They are not to be removed from the premises without the written permission of the worksite employer.

Removal of any property without permission shall be considered a violation of this policy and will be considered reason for disciplinary action and may result in termination of employment.

ATTENDANCE AND PUNCTUALITY

No call - No show means that you have not called in or shown up for your scheduled work shift. No call - No show is construed as job abandonment and will result in immediate termination. No written warning required.

In order to effectively serve our subscribers, it is important that you come to work on time each day. In the event that illness or injury prevents you from coming in, it is your responsibility to personally notify your immediate on site supervisor each day at least two (2) hours prior to your scheduled shift. If your on-site supervisor is unavailable, you must contact your worksite employer's main office directly.

If you are going to be late, you must personally notify your immediate on-site supervisor BEFORE your scheduled starting time. State the reason for your lateness and your expected time of arrival. If your on-site supervisor is unavailable, you must contact the worksite employer's main office directly.

In the case of repeated absences and/or tardiness, you may be required to submit evidence verifying the reason for your absence. If requested, failure to provide substantiation of the reason for your absence after three (3) consecutive days could result in discharge.

In the event of an emergency, notification requirements may be waived at the discretion of the Company.

ELECTRONIC COMMUNICATIONS POLICY

PES and United Auto Supply believe that no information should be accumulated or used in the work place that does not have a clear business or management purpose; that no information should be collected and maintained that is not carefully checked for accuracy; and that no information should be released to anyone without a clear need for that party to know the information.

United Auto Supply reserves the right to enter, search, and monitor the computer files, E-mail, and voice mail of any employee, without advance notice, for business purposes such as investigating theft, disclosure of confidential business or propriety information, or personal abuse of the systems.

Use of computer facilities for personal reasons during working time, without permission from a department manager, is strictly prohibited. All computer pass codes must be made available upon request of management.

Internet Code of Conduct

Access to the Internet has been provided to staff members for the benefit of the organization and its subscribers. It allows staff members to connect to information sources around the world. Every staff member has a responsibility to maintain and enhance United Auto Supply's public image, and to use the Internet in a productive

manner. To ensure that all staff members are responsible productive Internet users and are protecting the United Auto Supply's public image, the following guidelines have been established for using the Internet.

Acceptable Uses of the Internet

Staff members accessing the Internet are representing PES and United Auto Supply. During working time, all communications should be for professional reasons. Staff members are responsible for seeing that the Internet is used in an effective, ethical and lawful manner. Internet Relay Chat channels may be used to conduct official company business, or to gain technical or analytical advice. Databases may be accessed for information as needed.

Unacceptable Uses of the Internet

During working time, the Internet should not be used for personal use or advancement of individual views. Solicitation of non-company business, or any use of the Internet for personal use is strictly prohibited. Use of the Internet must not disrupt the operation of the network or the networks of other users. It must not interfere with your productivity. Transmission of harassing, discriminating or objectionable e-mails or files is strictly prohibited. Access to non-business related, obscene or offensive sites is strictly prohibited.

Communications

Each staff member is responsible for the content of all text, audio or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language is to be transmitted through the system. Staff members who wish to express personal opinions on the Internet are encouraged to obtain their own usernames on other Internet systems.

Software

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. All software downloads must be approved through your worksite employer.

Security

All messages created, sent or retrieved over the Internet are the property of your United Auto Supply and should be considered public information. United Auto Supply reserves the right to access and monitor all messages and files on the computer system as deemed

necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without consent of the sender or the receiver.

Harassment

Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual or group's race, religion, national origin, physical attributes or sexual preference will be transmitted.

Violations

Violations of any guidelines listed above may result in disciplinary action, up to and including termination. If necessary, United Auto Supply will advise appropriate legal officials of any illegal violations.

SOCIAL MEDIA POLICY

United Auto Supply understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all associates who work for this employer or one of its subsidiary companies in the United States.

GUIDELINES

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with your United Auto Supply, as well as any other form of electronic communication. The same principles and guidelines found in United Auto Supply's policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of your United Auto Supply or their legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules

Carefully read these guidelines, United Auto Supply's Employee Conduct and Work Rules Policy, the Sexual & Other Harassment Policy and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory

remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow associates, customers, members, suppliers or people who work on behalf of your United Auto Supply. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about United Auto Supply, fellow associates, members, customers, suppliers, and people working on behalf of United Auto Supply or competitors.

Post only appropriate and respectful content

Maintain the confidentiality of United Auto Supply trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications. Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy. Do not create a link from your blog, website or other social networking site to United Auto Supply website without identifying yourself as an employee.

Express only your personal opinions. Never represent yourself as a spokesperson for your United Auto Supply. If United Auto Supply is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of United Auto Supply, fellow associates, members, customers, suppliers or people working on behalf of United Auto Supply. If you do publish a blog or post online related to the work you do or subjects associated with United Auto Supply, make it clear that you are not speaking on behalf of them. It is best

to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of United Auto Supply.”

Using social media at work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy.

Retaliation is prohibited

United Auto Supply prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

RESPONSIBILITY FOR OTHER PROCEDURAL STANDARDS

While this employee handbook describes the personnel policies and practices of PES and United Auto Supply, employees are also responsible for adhering to the operational and procedural standards of their respective jobs and departments, whether these policies are communicated in writing or through on-the-job instruction. Failure to comply with or to meet existing standards will be considered reason for disciplinary action and may result in termination of employment.

Benefits

COMPANY BENEFITS

PES and United Auto Supply are pleased to make available certain benefits to eligible employees. Our benefits package has been designed to help protect you and your family against financial loss due to illness, injury, or death, and to help you plan for your retirement. An eligible employee is defined as anyone averaging 20 hours per week over a month's period of time.

Please check with the Benefits Administrator at PES for additional information regarding what plans and benefits are available and the conditions required for you to participate in the plan and receive coverage. With respect to Health, Life & A.D&D. Benefits, Short Term Disability, Flexible Benefit Plan and Income Retirement Account refer to the Plan Documents and know that these documents are controlling of the plans.

HEALTH BENEFITS

All employees who work an average of 30 hours or more per week are eligible to participate in the medical benefits plan for themselves and their eligible dependents.

United Auto Supply contributes a specified dollar amount per month towards the premium for individual or family medical insurance coverage for each eligible employee. Employees are responsible for the remaining portion of the insurance premium for the selected plan.

CONTINUATION OF COVERAGE

In certain instances, most employers who sponsor group medical plans are required by federal or state law to offer employees and their families group rates for temporary extension of medical coverage (called continuation coverage or COBRA), where coverage under the plan would otherwise end.

At the time you enroll in the plan and again when coverage would normally cease, United Auto Supply will provide additional information regarding continuation coverage. If you would like additional information regarding the applicable COBRA provisions, please direct your questions to United Auto Supply.

LIFE AND A. D. & D. BENEFIT

Group Life and Accidental Death and Dismemberment Benefits are available to all employees on the first day of the month following employment, provided all eligibility requirements of the insurance plan are met.

Employees may purchase life insurance at the employee's expense. The premium for the coverage will be deducted from your paycheck. If you are on an unpaid leave, you must

make arrangements to continue paying your premium with the payroll department at PES and United Auto Supply's main office.

SHORT TERM DISABILITY

If you are disabled for more than seven days because of a non-work related illness or injury, you may be eligible to receive partial replacement of lost wages. The disability must be verified by a physician and the paper work filed in a timely manner.

While you are out on disability leave, your health insurance coverage will remain in effect for 30 days from the ending date of your last pay period. At the end of that time you will be given the opportunity to continue your health insurance coverage under the applicable COBRA provisions.

WORKERS' COMPENSATION

You are protected by the Workers' Compensation Act. If you suffer a work-related injury or illness, you are eligible for income replacement and for payment of medical costs incurred as a result.

While you are out on workers' compensation leave your health insurance coverage will remain in effect for 30 days from the ending date of your last pay period. At the end of that time you will be given the opportunity to continue your health insurance coverage under the applicable COBRA provisions.

FLEXIBLE BENEFIT PLAN

PES offers employees a tax efficient way of paying for their medical/dental benefits as well as for other out of pocket medical expenses. This plan allows employees to pay their portion of premium costs before their gross wages are taxed. This is achieved by a deduction from your paycheck. Please contact PES for more information on this plan.

INCOME RETIREMENT ACCOUNT

Every employee has the opportunity to participate in an employee paid savings plan through an outside service company. If you elect to participate in this plan, deductions will be made from your paychecks. At the time of employee orientation you will be given detailed information about this benefit.

JURY DUTY

Absence for jury duty will be considered an excused absence. The employee must present a copy of his or her jury summons prior to the day of required service. United Auto Supply will pay any stipend required by state or federal law. The employee is required to report to work for the remainder of any day he/she is not required to serve.

MILITARY LEAVE

It is the policy of PES to grant leaves of absence to certain eligible employees serving in the uniformed services, including but not limited to the United States Armed Forces or National Guard and Reserves, for periods of active service (including voluntary or involuntary service). It is also company policy to comply with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and any applicable state laws.

Notice of uniformed service and the need for leave must be given in writing to your Worksite Supervisor at the earliest possible date, but must be given prior to the beginning of the service. This notification requirement also applies if you serve in the National Guard and/or Reserves and will miss work for regular monthly training. National Guard and Reserve employees should provide notification of their monthly training schedule for the year as soon as it is available. If health insurance coverage is cancelled because of uniformed service leave, such coverage may be reinstated upon your reemployment.

Reinstatement

PES will comply with all federal and state military and/or uniformed service leave laws and reinstate employees who have been on a uniformed service leave of absence, provided:

1. You provide advance notice of your service;
2. You return to work or apply for reemployment in a timely manner after conclusion of service;
3. You have five years or less of cumulative uniformed service while with PES; and

Whenever possible, you will be returned to your former position. In some circumstances, such as if the position no longer exists, you will be given positions comparable in status and pay to the previous positions.

You will retain seniority rights as if employment had been continuous and had not been interrupted by uniformed service. You will be eligible to participate in all benefit programs in which you would have participated had you not been on leave of absence.

In certain instances, you may be required to undergo fitness-for-duty examinations prior to returning to work.

Time limits for returning to work depend, with the exception of fitness-for-duty examinations, on the duration of the uniformed service.

Service of 1 to 30 days

You must report to work by the beginning of the first regularly scheduled work day that would fall eight hours after the end of the calendar day on which service ended.

Service of 31 to 180 days

You must submit an application for reemployment no later than 14 days after completion of uniformed service.

Service of 181 or more days

You must submit an application for reemployment no later than 90 days after completion of uniformed service.

Employees who are called to active military duty or to reserve or National Guard training, or who volunteer for the same, will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to PES and United Auto Supply and arrangements for leave made as early as possible before departure.

NY FAMILY MILITARY LEAVE

Employees who are the spouse of a member of the armed forces of the United States, National Guard or reserves who are deployed during a period of military conflict will be granted an unpaid leave of up to ten days while their spouse is on leave. Employees are only granted this time while their spouse is on leave. Written documentation from their branch of armed forces is required for the leave to be granted. One ten day leave period will be granted per calendar year.

FAMILY AND MEDICAL LEAVE**A. General Provisions**

It is the policy of this United Auto Supply to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). The 12-month period is measured backward from the date leave begins. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the employer for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- 3) The employee must work in an office or work site where 50 or more employees are employed by your United Auto Supply within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

C. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) *The birth of a child and in order to care for that child.*
- 2) *The placement of a child for adoption or foster care and to care for the newly placed child.*
- 3) *To care for a spouse, child or parent with a serious health condition.*
- 4) *The serious health condition (described below) of the employee.*

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition, which, if left

untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

Employees with questions about what illnesses are covered under this FMLA policy or under your United Auto Supply's sick leave policy are encouraged to consult with the HR department.

United Auto Supply may require an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in section H of this policy.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, your United Auto Supply may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

D. Employee Status and Benefits during Leave

While an employee is on leave, PES will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, United Auto Supply will require the employee to reimburse them the amount it paid for the employee's health insurance premium during the leave period.

Under current policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting department by the 15th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums; or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

E. Employee Status after Leave

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or virtually identical in terms of pay, benefits and working conditions.

United Auto Supply may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

F. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition including the birth of a child or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. The total amount of FMLA leave will include any paid or unpaid time off.

In addition, if the leave is planned such as the birth of a child, the employee must exhaust all annual accrued paid time off towards their FMLA leave period to a maximum of 12 weeks.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal and family leave prior to being eligible for unpaid leave.

G. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 work weeks.

United Auto Supply may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, PES and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with United Auto Supply before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. United Auto Supply may require certification of the medical necessity as discussed in Sections H and J.

H. Certification of the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee

United Auto Supply may ask for certification of the serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification may be provided by using the Medical Certification Form. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave.

Certification of the serious health condition shall include the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.

United Auto Supply has the right to ask for a second opinion if it has reason to doubt the certification. They will pay for the employee to get a certification from a second doctor, which they will select. If necessary to resolve a conflict between the original certification and the second opinion, United Auto Supply will require the opinion of a third doctor. United Auto Supply and the employee will mutually select the third doctor, and they will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

I. Procedure for Requesting Leave for 1) the birth of a child or in order to care for that child; 2) the placement of a child for adoption or foster care and to care for the newly placed child; 3) to care for a spouse, child or parent with a serious health condition; or 4) the serious health condition of the employee

All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise the HR department. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to the HR department. Failure of the employee to provide a written request for leave cannot be grounds to deny or delay the taking of FMLA leave.

PES will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable. For employees on intermittent or recurring leave for the same incident, this notice will be provided every six months.

When an employee plans to take leave under this policy, the employee must give PES 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to PES's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees are requested to report periodically to PES and United Auto Supply regarding the status of the medical condition and their intent to return to work.

SERVICE MEMBER FAMILY AND MEDICAL LEAVE

The federal Family and Medical Leave Act ("FMLA") now entitles employees to take leave for a covered family member's service in the Armed Forces ("Service member FMLA"). This policy supplements our FMLA policy and provides general notice of employees to such leave. Except as mentioned below, an employee's rights and obligations to Service member FMLA Leave are governed by our existing FMLA policy.

A. Leave Entitlement

- A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan, and /or
- To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member unfit to perform duties of the member's office, grade, rank or rating.

B. Duration of Service member FMLA

- When Leave is due to a “Qualifying Exigency. An employee may take up to 12 (twelve) workweeks of leave during any 12 month period.
- When Leave is to care for an injured or ill Service member. An eligible employee may take up to 26 (twenty-six) workweeks of leave during a single 12 (twelve) month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, not to exceed 26 (twenty-six) weeks in a single 12 (twelve) month period.
- Service member FMLA runs concurrent with other leave entitlements provide under federal, state and local law.

PAID FAMILY LEAVE

Effective January 1, 2018, Pinnacle Employee Services and United Auto Supply will provide paid leave (up to a certain percentage of your weekly wages) to eligible employees pursuant to New York’s Paid Family Leave Benefits Law.

Eligibility

To be eligible, employees must: (i) regularly work 20 or more hours per week and be employed for at least 26 consecutive workweeks preceding the first full day family leave is taken; or (ii) regularly work less than 20 hours per week and be employed for at least 175 days preceding the first full day leave is taken. Participation in paid family leave is not affected by your citizenship or immigration status.

Permissible Purposes for Leave

Eligible employees will be entitled to paid time away from work (i) to care for a family member with a serious health condition, (ii) to bond with a child after birth or placement for adoption or foster care within the first 12 months after the birth or placement, or (iii) because of any qualifying exigency arising from the fact that an employee’s spouse, domestic partner, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

Notice of Need for Paid Family Leave

An employee must provide at least 30 days advance notice before leave is to begin if the qualifying reason for leave is foreseeable. When not foreseeable, the employee must provide notice as soon as practicable under the facts and circumstances and within the time prescribed by our usual and customary notice requirements. Failure to provide timely notice may result in leave being delayed or denied.

Certification

Eligible employees who wish to take paid leave must comply with applicable certification requirements any may be required to provide additional documentation (such as copies of military orders), as permitted by law.

Use of Other Leave and Interplay

To the extent permitted by law, employees may elect to charge all or part of their paid family leave time to unused vacation days and receive full pay. In such case, the Employer will seek reimbursement from the carrier out of any family leave benefits due prior to the carrier's payment of such family leave benefit to you.

With the exception of leave taken due to the employee's own health condition, paid family leave will run concurrently with leave taken pursuant to the Family and Medical Leave Act.

Job and Benefits Protection

Leave taken under this policy is job protected. Thus, the Employer must generally restore an employee who returns from leave to the same or a comparable position. While on leave, employees will continue to receive existing health insurance coverage, provided that they continue to pay their share of health insurance premiums. You may lose coverage retroactively to the date an unpaid premium was due (upon proper notice from our carrier) if you fail to pay your portion of the premium in a timely fashion.

Limitations and Rules Related to Use of Paid Family Leave

Paid family leave may only be taken in full day increments, unless otherwise provided by law.

Disability leave and paid family leave may not be used at the same time. You will not be entitled to paid family leave if your family leave combined with disability benefits previously received exceeds 26 weeks during the same 52 consecutive calendar weeks.

If you and your spouse both work for the Employer, paid family leave can be denied to more than one employee at the same time to care for the same family leave recipient, or to bond with a child.

Funding of Paid Family Leave Benefits

In accordance with state law, paid leave benefits are funded through payroll deductions at a prescribed amount from each eligible employee. Employees who are ineligible for paid family leave will be given the option of filing a waiver of benefits, exempting them from payroll deductions, as permitted by law.

Please see HR at United Auto Supply or your Pinnacle Employee Services Representative if you have any questions about this benefit or how to apply.

DOMESTIC VIOLENCE VICTIM OR SEXUAL ASSAULT LEAVE

Employees who are the victim of domestic violence or sexual assault are eligible for paid or unpaid leave for the following purposes: to seek medical attention for self or child*, to obtain services from a domestic violence shelter/program or rape crisis center, to obtain psychological counseling for self or child*, participate in safety planning, to get legal services, act to increase safety from future incidents (including permanent or temporary relocation), to appear in court or assist in prosecution of domestic violence offense. Employees may take this leave with their vacation pay, Paid Family Leave, or Family Medical Leave Act if they pertain to them. If more time off is needed it will be unpaid.

*Unless the employee is the perpetrator of domestic violence against child

If possible, employees must provide reasonable advanced notice of absence to their direct supervisor or HR department of United Auto Supply. If advanced notice is not feasible, employers may ask for documentation regarding the domestic violence or sexual assault.

Domestic violence and assault may carry over into the workplace; in order to maintain the safety of the worksite and employees, PES and United Auto Supply encourage any employee who has a safety concern to alert their direct supervisor or United Auto Supply. Please see the Violence in our Workplace portion of this handbook for more information.

NURSING MOTHERS IN THE WORKPLACE

United Auto Supply will provide a reasonable unpaid break time or permit employees to use a paid break period or meal period each day to allow an employee to express breast milk for her nursing child for up to three years following childbirth. United Auto Supply will make reasonable effort to provide a room or other location where the employee can express milk in privacy.

BLOOD DONATION POLICY

In compliance with NY state law, United Auto Supply will provide an unpaid leave of up to three (3) hours per twelve month period to employees for the purpose of blood donation. Employees are required to seek prior approval from their immediate supervisor and may choose to use accrued sick leave, personal leave, or vacation for all or part of the leave taken for blood donation purposes.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Pinnacle Employee Services has **confidential and voluntary** assistance to all employees and their family members who may be faced with dynamic challenges of financial

concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, child care problems, etc.

Employees and family members can refer themselves to the EAP. The program may be reached 24 hours a day on weekdays and weekends.

EAP counselors are available to meet with employees or family members to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility or other professional that would be appropriate to assist in resolving the problem or situation. Where an employee may be in need of information, a referral or suggestion may be made over the telephone. There is no charge for employees or their families to use the services of the EAP.

Employees who need to visit the EAP during regular work hours must use sick, vacation or personal time. If illness is involved, sick, vacation and/or personal time may be used for treatment or rehabilitation on the same basis that it is granted for other health problems.

The EAP counselors will make every effort to coordinate referral for ongoing treatment with the employee's health insurance coverage as well as his/her ability to pay.

When an employee's job performance or attendance is unsatisfactory or there appears to be signs of other problems during the work day, the supervisor should counsel the employee in consultation with an EAP in-take counselor with an end toward resolving the situation. If the employee appears to be unable or unwilling to correct the situation, s/he may be referred to the EAP to assist in the resolution of the problem. Depending on the situation, the employee may accept or refuse participation in the EAP. However, there may be situations where continued employment at Pinnacle Employee Services and United Auto Supply may be contingent upon the employee calling the EAP for assistance.

Participation in the Agency's EAP Program does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following Agency policies and procedures or meeting required standards for satisfactory job performance except where specific accommodations are required by law.

REMINDER: All contact between an employee and the EAP is held strictly confidential. In cases where an employee's continued employment is contingent upon calling the EAP, the EAP counselor will only verify whether or not the employee has contacted the EAP and, if ongoing treatment is necessary, that the employee is following through on the treatment.

ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

An employee who is disabled pursuant to either the Americans with Disabilities Act or the New York Human Rights Law has the right to request a work accommodation which will permit the employee to perform essential functions of his or her position. Whether a reasonable accommodation is available will be determined on a case-by-case basis and in accordance with state and federal law. Any request for an accommodation should be made to the employee's immediate supervisor.

SEPARATION FROM EMPLOYMENT

In the event that you resign or retire from PES and United Auto Supply, we request that you provide a written notice to your supervisor 10 workdays before the date of resignation. Supervisory staff is asked to give 20 workdays written notice.

Employees who resign or are discharged will receive their final paycheck on the next scheduled payday.

Once you have resigned or separated, there will be no payment made for unused vacation time, unless the time off was approved before the notice of resignation was received.

FURTHER INFORMATION

If you have a question or concern that is not addressed in this handbook, or if you would like further information, always feel free to speak with your immediate on site supervisor or PES's central office (315) 295-3880. They can best answer your questions and provide you with further information or direct you to someone who can.

Communication and understanding are an important aspect of any business. We encourage you to communicate your feelings, concerns, and ideas about our operations as we will likewise communicate with you concerning developments and changes that occur.

SUBSCRIBER INFORMATION

Congratulations! You are now co-employed by Pinnacle Employee Services and

**United Auto Supply
1200 State Fair Blvd
Syracuse, NY 13209
315-478-4242**

PAYDAY

Employees will be paid on Thursdays for the previous weekly period. The pay period begins Monday and ends the following Sunday.

If a payday falls on a holiday, paychecks are normally distributed on the preceding workday.

Employees may elect to have all or part of their paycheck deposited directly into a checking and/or savings account, or put on a pay card.

SCHEDULE

Normal business hours of operation are 7:00 a.m. to 7:00 p.m. Monday through Friday, and varying hours on the weekend. Normal work days and hours for each department may vary depending on the needs and requirement of the Company.

The employee's supervisor will establish the work schedule. Depending on the needs of the company, the employee's work hours may differ from normal company hours.

United Auto Supply reserves the right to revise any employee's normal work schedule as deemed necessary. Employees will be notified of the change in schedule no later than 24 hours before the change is to take place. Over time hours may be required and are expected to be worked. Failure to comply can result in disciplinary actions, including termination.

LUNCH BREAK

Employees are required to take a 30 minute unpaid meal break when working more than six hours per day. Employees will not be permitted to leave the premises during the workday, except during their designated lunch time.

DRESS

All employees that work in the office or have regular contact with the public and customers are required to wear business casual attire. If an employee is representing United Auto Supply to customers, prospective customers, or vendors, the employee may

be required to wear appropriate business attire. Office employees are prohibited from wearing attire that does not represent United Auto Supply.

All employees that work in the warehouse do not have a specific dress code, but will be prohibited from wearing attire that is suggestive, low-cut, form-fitting, strapless or halter top, any attire that contains inappropriate wording or pictures, beachwear, or jewelry.

All employees are expected to maintain a clean appearance with well-groomed and combed hair, mustache, and/or beard. Visible tattoos and piercings (other than ear lobes) are not prohibited for employees who have regular contact with customers and the public.

All employees will be allowed to display the American Flag on their person, so long as it does not materially or substantially interfere with the job duties, in accordance with the New York State labor regulation.

United Auto Supply will try to reasonably accommodate an employee's disability or sincerely held religious belief, and will generally make an exception to the Dress and Grooming Standards, as long as it does not create a safety concern or impose an undue hardship on the Company. The employee should contact the Human Resources Coordinator to request an accommodation.

BEREAVEMENT LEAVE

Full-time employees are eligible for paid bereavement leave in the event of the death of an immediate family member after the completion of six (6) months of service, for up to three (3) days. Part-time employees will receive prorated bereavement leave based on the hours normally scheduled to work on the day the leave is taken. Temporary employees are not eligible for paid bereavement leave, but may receive time off without pay.

Immediate family members are defined as: Employee's spouse, domestic partner, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, stepsibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. (Note: Must be current in-laws.)

An employee will be granted unpaid bereavement leave for one work day to attend the funeral of an extended family member. Each request is reviewed by the Company on a case-by-case basis. Extended family members are defined as: Employee's uncle, aunt, niece, nephew, cousin, or other member of the employee's household.

Requests may be submitted to use unused vacation to extend bereavement leave or attend the funeral of an extended family member. If an employee has no paid leave available, unpaid leave may be granted.

LEAVES OF ABSENCE

An employee must have completed at least one (1) year of continuous service, and must be classified as a full-time employee in order to be eligible for a leave of absence.

If an employee has exhausted their benefits under FMLA, the employee may request a non-FMLA leave of absence due to medical, family, or personal reasons. The granting and duration of each leave of absence is determined by the Company and is not guaranteed.

At least 30-calendar days' notice must be given to the Human Resources Coordinator prior to the requested start date of the leave. In the event of the leave being unforeseen, the employee must give notice as soon as the need for leave is known. A Leave of Absence Request Form must be jointly completed by the employee and the Company. Failure to give 30-calendar days' notice with no reasonable excuse can result in the leave being delayed until 30 days from the date of the notice.

In the event that a leave of absence is requested due to the employee's own serious medical condition, a medical certification issued by a healthcare provider is required to be submitted before the leave begins, or if the leave was unforeseeable, 15-calendar days from the date that the certification was requested. Failure to submit the medical certification may jeopardize the employee's eligibility for a medical leave of absence and/or continued employment.

The medical certification must include:

- The date the condition began;
- The probable duration of the medical condition;
- Pertinent facts; and
- An assertion that the employee is unable to perform the employee's job function.

United Auto Supply reserves the right to obtain a second opinion by another healthcare provider at the Company's expense. In the event of a conflict between the first and second opinion, a third opinion will be obtained from a healthcare provider approved jointly by the Company and employee, at the Company's expense. The third opinion will be final and binding.

VACATIONS

Full time employees will be eligible for paid vacation leave. Part time or temporary employees are not eligible for paid vacation leave but are allowed unpaid time off with supervisory approval. Vacation leave is granted based on the number of hours an employee is normally scheduled to work, up to a maximum of eight (8) hours per day and 40 hours per workweek for a full-time employee.

A newly hired employee is granted vacation leave on their one year anniversary based on the schedule below.

Partial 1st Year Prorated Vacation	Vacation Leave Granted
Hired During 1 st Quarter	40 hours
Hired During 2 nd Quarter	28 hours
Hired During 3 rd Quarter	20 hours
Hired During 4 th Quarter	12 hours

Full-time employees will be eligible for paid vacation according to the following schedule:

After Complete Full Service on January 1st	Vacation Leave Granted
After One Full Year	Up to 40 hours
After Three Full Years	Up to 80 hours
After Five Full Years	Up to 120 hours

Employees may use their vacation leave in half hour increments.

Vacation leave is not cumulative and cannot be carried over into the next benefit year. Any unused vacation leave remaining is forfeited of the last day of the benefit year. The employee will not receive payment in lieu of taking unused vacation leave.

If an employee is on paid-vacation and a Company-observed holiday falls on the employee's normally scheduled workday, the day will be counted as a paid holiday and not a vacation day. Allowances will not be made for sickness or other paid absences occurring during a scheduled vacation.

Requests for vacation leave must be submitted in writing to the employees' supervisor at least 2 weeks in advance. It will be up to managements' discretion to approve or deny the leave request based on business needs.

Employees who retire, resign, or get laid off are not eligible to receive compensation for unused vacation leave.

If an employee has left UAS and is rehired, all benefits, including vacation will be calculated from the employee's rehire date.

SCHEDULED ABSENCES

Employees are to submit requests for time off to their manager no later than two weeks from the time requested. These requests will then be submitted to HR for approval. Requests for time off will not be approved if received later than two weeks before the time requested off.

YEARLY HOLIDAYS

Full-time employees are eligible for paid holidays upon hire. Part-time employees that work an average of 24 or more hours per week are eligible for four (4) hours of holiday

pay if the day of the Company-observed holiday falls on the employee's normally scheduled workday. Part-time employees that work less than 24 hours on average a week will not be eligible for holiday pay.

United Auto Supply will be closed in observance of the following holidays:

New Year's Day Thanksgiving Day Christmas Day

In order to be eligible to receive the holiday pay, the employee must work the entire scheduled workday before and after the holiday occurs, unless the time off has been authorized in advance, or the employee's illness has been verified by the employee's healthcare provider.

If a full-time, non-exempt employee is scheduled to work on a Company-designated holiday, the employee will be eligible to receive holiday pay plus wages for all time worked. Part-time and temporary employees that are scheduled to work on Company-designated holidays will be paid at the employee's base rate of pay for all hours worked.

Employees may request time off for holidays not observed by United Auto Supply to participate in religious practice, in accordance with the Company's attendance policy. The employee's request will not be denied solely because of religious reasons. Non-exempt employees can be allowed to make up the lost work time during the week with prior approval from the supervisor. The employee may also use vacation leave, or time without pay.

INCLEMENT WEATHER AND EMERGENCY CLOSINGS

In the event that the Company must open late or close for the day due to inclement weather or other similar emergencies, the Company will notify employees by telephone, radio, and television.

Unless otherwise notified, all employees are expected to report to work or remain at work in inclement weather situations.

BUSINESS EXPENSES

Employees must receive prior authorization from the supervisor and/or a member of management before incurring any business expenses. United Auto Supply reserves the right to deny any reimbursement that was not pre-authorized. Business expenses allowing for reimbursement include, but are not limited to: training and membership fees, mileage, airfare, meals, lodging, and parking fees. All business expenses should be limited to reasonable amounts.

EMPLOYEE DISCOUNTS

All employees are eligible to purchase merchandise at a reduced cost of 24%, at the jobber price. All purchases made with the Discount Program must be for personal use on the employee's personal vehicle only, and not for resale or for use in any personal profit.

PERSONAL BELONGINGS

United Auto Supply discourages employees from bringing valuable, inappropriate, or unnecessary personal property to work. United Auto Supply is not responsible for employee's personal belongings. The Company will not replace, reimburse, or repair any personal property.

DRIVER/EQUIPMENT OPERATOR POLICY

United Auto Supply is committed to operating protocols that provide the highest measure of safety for its employees and for the public. Employees who drive a company vehicle or operate company equipment to conduct business on behalf of United Auto Supply will adhere to a strict code designed to ensure that safety.

While you are operating a United Auto Supply Vehicle or Equipment you will adhere to the following Standards of Conduct:

- ✓ You will be in compliance with all applicable motor vehicle, safety protocol and traffic regulations
- ✓ You are to remain in control of the vehicle/equipment at all times. This includes but is not limited to making the appropriate adjustments in adverse weather conditions, high traffic, road construction, etc.
- ✓ You are prohibited from engaging in any unnecessary distractions while operating the vehicle/equipment. This includes but is not limited to, texting, smoking, drinking, use of any handheld devices, etc.
- ✓ You will use the vehicle/equipment strictly for Authorized Company business only. Personal use of the vehicle/equipment is not permitted whether on the clock or during meal periods. This includes but is not limited to use of drive through facilities such as fast food services, beverages, etc.
- ✓ You are to maintain the vehicle/equipment in a neat and clean condition. It is your responsibility to notify your Supervisor if you find the vehicle/equipment in need of maintenance or repairs
- ✓ All drivers/equipment operators and others that drive company vehicles may be required to have an annual physical or be randomly drug tested at any time.

I have read the Company policies listed above and pledge my commitment to abide by them. I understand that failure to adhere could result in termination of employment. I further understand my responsibilities as a United Auto Supply employee and will do everything possible to safely operate my Company vehicle for the safety of myself and the safety of the public, and to remember that while at work, my actions have a significant impact on the reputation of United Auto Supply

Print Employee Name

Employee Signature

Date

RECEIPT OF EMPLOYEE HANDBOOK

I hereby acknowledge that I have on-line access to PES and United Auto Supply’s employee handbook, which includes an overview of the policies, procedures, rules and benefits of the Company. I also acknowledge that I can print-out a copy of this handbook at any time from the company website via the link below.

<http://www.unitedautosupply.com/Portals/0/Documents/Handbook/UAS%20Handbook%20Rev%2012-28-2017%20w%20PFL.pdf>

I have received and read or will read a copy of the employee handbook. I understand that the rules, policies, and benefits contained in the employee handbook may be updated, modified, or deleted at any time and that it is my responsibility to stay informed of any changes.

I will comply with the rules and regulations of PES and United Auto Supply. I understand that my employment and compensation are “at will,” which means they can be terminated at PES’s and United Auto Supply or at my own option, with or without cause and without notice at any time.

I also understand that neither this handbook nor any other communication by a management representative is intended in any way to create a contract of employment or to limit PES’s or United Auto Supply’s discretion to discipline me or terminate my employment.

Signature

Date

Print Name