

Employee Policy Handbook

Florida

2014



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Employee Welcome Message

Welcome new Team Member!

On behalf of your colleagues, we are delighted to welcome you to E-Z Rent-A-Car. We hope you will take pride in being a member of our team.

We hope that your experience here will be challenging, enjoyable, and rewarding.

Sincerely,

The Executive Team!

About E-Z Rent-A-Car

Starting with a fleet of nine vehicles at the Orlando International Airport in 1994, we have grown into a major competitor in the rental car industry on a national and worldwide level. We have carefully selected new and exciting markets by expanding throughout the United States and the world.

E-Z Rent-A-Car is The Best Value in Car Rental. We deliver this value to our customers through our excellent customer service, late-model vehicles, easy efficient reservations, our fast EZ rental process, low rates and with the continued dedication of our employees. We continue to expand on a national level because of the value that we provide.

Thank you for being a part of the E-Z Rent-A-Car team.



Introductory Statement

This Employee Handbook is designed to acquaint you with E-Z Rent-A-Car and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. This Handbook is not a contract of employment, but a guide to help familiarize you with our company. Whether you have just joined our staff or have been at E-Z Rent-A-Car for a while, we are confident that you will find our company a dynamic and rewarding place to work and we look forward to a productive and successful association. We consider the employees of E-Z Rent-A-Car to be one of its most valuable resources. Your knowledge of the policies and terms of this Employee Handbook and your compliance with those policies and terms will help E-Z Rent-A-Car to maintain the type of work environment you want to be part of.

This manual has been written to serve as the guide for the employer/employee relationship. You are expected to read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department.

Second, neither this handbook nor any other Company document confers any contractual right; either expressed or implied, to remain in E-Z Rent-A-Car's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by E-Z Rent-A-Car or you may resign for any reason at any time. No supervisor or other representative of E-Z Rent-A-Car (except the President) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

Third, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time. No employee handbook can anticipate every circumstance or question about policy. As we continue to grow, we may need to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, and it is our sole and absolute discretion to do so. We will try to inform you of any changes as they occur. In addition, it is not the intent of E-Z Rent-A-Car to apply these policies in any manner inconsistent with applicable federal, state and local law. To the extent changes in that law or differences in the law of the states where E-Z Rent-A-Car has operations render any policy inconsistent with E-Z Rent-A-Car's legal obligations, E-Z Rent-A-Car will not enforce or apply the policy in any unlawful manner. Should you have any concerns or questions about these policies or their application and enforcement, you may always contact the Human Resources Manager.



Fourth, this handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except E-Z Rent-A-Car employees and others affiliated with E-Z Rent-A-Car whose knowledge of the information is required in the normal course of business.

Finally, some of the subjects described here may be covered in detail in other policy documents. You should refer to these documents for specific information, since this handbook only briefly summarizes those subjects. Please note that the terms of the written insurance policies are controlling.



Employee Acknowledgement

Employee Policy Handbook Florida – January 2014

The employee handbook describes important information about E-Z Rent-A-Car, and I understand that I should consult the Human Resources Department regarding any questions not answered in the handbook.

I have entered into my employment relationship with E-Z Rent-A-Car voluntarily and acknowledge that there is no specified length of employment. This represents the at-will nature of the employment relationship and is the sole and entire agreement between E-Z Rent-A-Car and I regarding the duration of employment and circumstances under which it may be terminated. Accordingly, either I or E-Z Rent-A-Car can terminate the relationship at will, with or without cause, at any time. All employees of E-Z Rent-A-Car are employees at will, meaning that either you or E-Z Rent-A-Car may terminate the employment relationship at any time, with our without cause. No one except the President and Chief Executive Officer can modify an employee's status as an employee at will, and that can only be done by a writing signed by the President of the company.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except as to E-Z Rent-A-Car's policy of employment-at-will. I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed):	
EMPLOYEE'S SIGNATURE:	
DATE:	



APPROPRIATE CONDUCT POLICY, POLICY AGAINST DISCRIMINATION/HARASSMENT AND COMPLAINT PROCEDURE

EMPLOYEE COPY

E-Z Rent-A-Car is committed to fostering a professional and collegial work environment in which all individuals are treated with respect and dignity. Each one of you has the right to work in a professional atmosphere that encourages equal opportunity and discourages discriminatory practices. E-Z Rent-A-Car requires that all its employees act appropriately when interacting with other employees, or when dealing with any other person.

Accordingly, E-Z Rent-A-Car will not tolerate inappropriate conduct, including sexual harassment of its employees, nor will E-Z Rent-A-Car tolerate discrimination or harassment based on age, race, religion, color, sex, national origin, marital status, citizenship status, military status, disability, sexual orientation, veterans' status, genetic information or any other status protected by federal, state or local laws. This means that all inappropriate or unwelcome conduct or treatment based upon these characteristics, including harassment, is completely unacceptable. We enforce a higher standard of conduct than the law requires. Therefore, employee conduct in violation of this policy may lead to discipline and discharge from employment even though that conduct may not actually violate the law.

Examples of inappropriate conduct include, but are not limited to: unwelcome advances, requests for sexual acts or favors, use of insulting or degrading remarks, suggestions that an employee's work status is contingent upon acquiescence to sexual advances, or other verbal or physical conduct of a sexual, unwelcome or other harassing nature, including where submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Ethnic slurs, racial "jokes," offensive or derogatory comments, or any other verbal or physical conduct based on an individual's age, race, religion, color, sex, national origin, marital status, citizenship status, military status, disability, sexual orientation, veterans' status, genetic information or any other protected status, constitutes inappropriate conduct under this policy if the conduct creates an intimidating, hostile or offensive working environment, or interferes with the individual's work performance.

If you encounter or observe such behavior from anyone, including supervisors, fellow employees, vendors, customers or clients, you <u>must</u> bring the problem to the attention of the Human Resource Manager or the Chief Executive Officer of E-Z Rent-A-Car.

E-Z Rent-A-Car will investigate the matter and take appropriate action to end any inappropriate conduct found - whether or not that conduct constitutes harassment or rises to the level of a violation of law - including disciplining or discharging the offending individual, if appropriate. All complaints will be handled promptly and safeguards will be applied. The privacy of all persons involved will be respected and all complaints kept confidential to the extent possible while conducting a thorough investigation.

Furthermore, E-Z Rent-A-Car will not permit any supervisor, manager or employee to engage in any form of retaliation against any employee who makes a complaint or who participates in the complaint investigation and resolution process. Retaliation is a serious violation of the E-Z Rent-A-Car's policy and must be



reported immediately. Anyone determined to have engaged in any act of retaliation against an employee who raised good faith concerns under this policy will be subject to immediate discharge from employment.

Your signature below acknowledges that you have fully reviewed this policy, understand its terms and will abide by those terms.					
EMPLOYEE SIGNATURE	DATE				
EMPLOYEE NAME (PRINTED)					



APPROPRIATE CONDUCT POLICY, POLICY AGAINST DISCRIMINATION/HARASSMENT AND COMPLAINT PROCEDURE COMPANY COPY

[REMOVE – DUPLICATE]

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Your signature below acknowledges that you have fully reviewed this policy, understand its terms and abide by those terms.				
EMPLOYEE SIGNATURE	DATE			
EMPLOYEE NAME (PRINTED)				



EMPLOYMENT

1.1. Nature of Employment.

Employment with E-Z Rent-A-Car is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, E-Z Rent-A-Car may terminate the employment relationship at will at any time, with or without notice or cause.

Policies set forth in this handbook are not intended to create a contract or construed to constitute contractual obligations of any kind or a contract of employment between E-Z Rent-A-Car and any of its employees. This handbook has been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at E-Z Rent-A-Car's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of Human Resources.

1.2. Equal Employment Opportunity.

E-Z Rent-A-Car provides equal employment opportunity in all of its employment practices, including selection, hiring, promotion, transfer and compensation, to all qualified applicants and employees without regard to age, race, religion, color, sex, national origin, marital status, citizenship status, military status, disability, sexual orientation, veterans' status, genetic information or any other protected status, in accordance with the requirements of all federal, state and local laws.

Compliance with this policy of equal employment opportunity is the responsibility of every employee, whether you are a managerial employee or not. Any employee who believes anyone at E-Z Rent-A-Car has deviated from E-Z Rent-A-Car's policy of equal employment opportunity is required to immediately report their concerns to Human Resources.

1.3. Business Ethics and Conduct.

The successful business operation and reputation of E-Z Rent-A-Car is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of E-Z Rent-A-Car depends on our customers' trust and we are dedicated to preserving that trust.

E-Z Rent-A-Car will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to



refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed with your immediate supervisor, and, if necessary, with the Human Resources Department, for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every E-Z Rent-A-Car employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

1.4. Customer Relations.

Customers are among our company's most valuable assets. Every employee represents E-Z Rent-A-Car to our customers and the public. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers. Therefore, one of our first business priorities is to assist any customer or potential customer. The way we do our jobs presents an image of our entire company and our customers judge all of us by how they are treated.

Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of E-Z Rent-A-Car. Positive customer relations not only enhance the public's perception or image of E-Z Rent-A-Car, but also pay off in greater customer loyalty and increased sales and profits which benefit you, the employee.

1.5. Hiring of Relatives.

The employment of relatives in certain positions in E-Z Rent-A-Car may cause conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

Relatives of current employees may not occupy a position anywhere within E-Z Rent-A-Car reporting directly to another relative. E-Z Rent-A-Car also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

If a relative relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not



made within 30 calendar days, management will decide who is to be transferred or, if necessary, terminated from employment.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

1.6. Immigration Law Compliance.

E-Z Rent-A-Car is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new (including rehired) employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Manager.

1.7. Conflicts of Interest; Dual Employment; Work for Hire.

E-Z Rent-A-Car expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of E-Z Rent-A-Car. Business dealings that appear to create a conflict between the interests of E-Z Rent-A-Car and an employee are unacceptable. E-Z Rent-A-Car recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that E-Z Rent-A-Car may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of E-Z Rent-A-Car's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact Human Resources to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.



Full-time employees are required to obtain written approval from their supervisor before participating in outside work activities. Approval will be granted unless the activity conflicts with E-Z Rent-A-Car's interest. In general, outside work activities are not allowed when they:

- Prevent the employee from fully performing work for which he or she is employed at E-Z Rent-A-Car, including overtime assignments;
- Involve organizations that are doing or seek to do business with E-Z Rent-A-Car, including actual or potential vendors or customers; or
- Violate provisions of law or E-Z Rent-A-Car's policies or rules.

From time to time, Company employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to E-Z Rent-A-Car must be given priority. Full-time employees are hired and continue in E-Z Rent-A-Car's employ with the understanding that E-Z Rent-A-Car is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of E-Z Rent-A-Car is strictly prohibited.

Financial Interest in Other Business

An employee and his or her immediate family may not own or hold any significant interest in a supplier, customer or competitor of E-Z Rent-A-Car, except where such ownership or interest consists of securities in a publicly owned company and those securities are regularly traded on the open market.

Acceptance of Gifts

No employee may solicit or accept gifts of significant value (i.e., in excess of \$10.00), entertainment or other benefits from potential and actual customers, suppliers or competitors. Special care must be taken to avoid even the impression of a conflict of interest.

An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass E-Z Rent-A-Car. Any questions regarding this policy should be addressed to Human Resources.

Work Product Ownership

All E-Z Rent-A-Car employees must be aware that E-Z Rent-A-Car retains legal ownership of the product of their work. No work product created while employed by E-Z Rent-A-Car can be claimed, construed or presented as property of the individual, even after employment by E-Z Rent-A-Car has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for E-Z Rent-A-Car, regardless of whether the intellectual property is actually used by E-Z Rent-A-Car.



Although it is generally acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume, in a meeting with a prospective client), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of E-Z Rent-A-Car.

Reporting Potential Conflicts

An employee must promptly disclose actual or potential conflicts of interest, in writing, to his or her supervisor. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage E-Z Rent-A-Car's relationship.

1.8. Non-Disclosure.

The protection of confidential business information and trade secrets is vital to the interests and the success of E-Z Rent-A-Car. Such confidential information includes, but is not limited to, the following examples:

- * Compensation data
- * Computer processes
- * Computer programs and codes
- * Customer lists
- * Customer preferences
- * Financial information
- * Marketing strategies
- * Technological data

All employees are required to sign a non-disclosure, non-competition and non-solicitation agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information outside E-Z Rent-A-Car will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosure of the information. This policy will not be enforced to prohibit good faith and conduct for bona fide mutual aid and protection by employees as it concerns issues of employee concern.

1.9. Communication with the Media.

Employees who are contacted by the media are not authorized to provide information regarding E-Z Rent-A-Car or its business without prior approval. Any communications from the media should be directed to E-Z Rent-A-Car's VP of Business Development.



1.10. Disability Accommodation.

E-Z Rent-A-Car complies fully with the Americans with Disabilities Act (ADA), as well as with applicable state laws ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential job duties of the position and reasonable accommodations have to be explored both in the application and hiring processes.

Reasonable accommodation is available to all employees with disabilities, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

E-Z Rent-A-Car is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. E-Z Rent-A-Car will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. E-Z Rent-A-Car is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.



EMPLOYMENT STATUS & RECORDS

2.1. Employment Categories.

It is the intent of E-Z Rent-A-Car to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and E-Z Rent-A-Car.

Each employee is designated as either nonexempt or exempt from federal and state wage and hour laws. Nonexempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. An employee's exempt or nonexempt classification may only be changed based on appropriate federal and state guidelines and only with the written notification by the Human Resources Department.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work E-Z Rent-A-Car's full-time (40 hours per week) schedule. Generally, they are eligible for E-Z Rent-A-Car's benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than a full-time schedule. *Part-time employees receive all legally mandated benefits*, but are ineligible for most of E-Z Rent-A-Car's other benefit programs.

INTRODUCTORY employees are those whose performance is being evaluated to determine whether further employment with E-Z Rent-A-Car is appropriate.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. All legally mandated benefits (such as Social Security and workers' compensation insurance) are provided to temporary employees, unless they are from a temporary placement agency. Some other E-Z Rent-A-Carsponsored benefits may also be available, subject to the terms, conditions, and limitations of each benefit program.

2.2. Employment Reference Checks.

To ensure that individuals who join E-Z Rent-A-Car are well qualified and have a strong potential to be productive and successful, it is the policy of E-Z Rent-A-Car to check the employment references of all applicants.



Only the Human Resources Department can respond to all reference check inquiries from other employers on behalf of E-Z Rent-A-Car. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry. Managers and employees cannot respond to reference checks on behalf of E-Z Rent-A-Car.

2.3. Personnel data.

It is the responsibility of each employee to promptly update personnel data, including personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, direct deposit information, and other such status reports, which should be accurate and current at all times. All changes should be sent in writing to Human Resources promptly.

2.4. Introductory Period.

All new or rehired employees are hired on an introductory basis for the first 90 calendar days after their date of hire. The introductory period, which may also be referred to as a probationary period, is intended to give new or rehired employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. E-Z Rent-A-Car uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or E-Z Rent-A-Car may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice. Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

At the discretion of E-Z Rent-A-Car, the introductory period may be extended for a specified period to provide the employee additional opportunity to adjust his or her performance, in which instance E-Z Rent-A-Car may terminate the employment relationship at any time during the extended period with or without cause or advance notice.

Employees who are reassigned to a new position or transferred within E-Z Rent-A-Car may be asked to complete an additional introductory period of 3 to 6 months with each change of job. In cases of job changes or transfers within E-Z Rent-A-Car, an employee who in the sole judgment of management is not successful in the new position can be removed from that position at any time during the introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and E-Z Rent-A-Car's needs. Benefits eligibility and employment status are not changed during the additional introductory period that results from an internal job change or transfer within E-Z Rent-A-Car.

During the initial introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming regular employees, they may also be eligible for other E-Z Rent-A-Car-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.



During or after any introductory period as described above, the employment relationship may be terminated with or without cause or advance notice.

2.5. Employment Applications.

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

E-Z Rent-A-Car requires background checks for employment purposes concerning criminal history, motor vehicle record and drug screening for newly hired candidates. E-Z Rent-A-Car will complete background checks in compliance with applicable federal and state laws.



EMPLOYEE BENEFIT PROGRAMS

3.1. Employee Benefits.

Depending upon job classification, a number of benefit programs are available to employees at E-Z Rent-A-Car. Several of these programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. The Human Resources Manager can identify the programs for which you are eligible.

Eligibility and other important terms and conditions of benefits program change periodically. You should always refer to the summary plan descriptions for the most current information about these programs.

3.2. Vacation Benefits.

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.

Employees with one (1) to five (5) full years of active continuous service accrue one (1) week of vacation per year. Employees with five (5) or more years of active continuous service accrue two (2) weeks of vacation per year.

Scheduling of vacation time is based on business requirements. Vacation requests will be evaluated based on a number of factors, including anticipating operational requirements and staffing considerations during the proposed period of absence. Employees must notify the supervisor at the beginning of each calendar year in writing of any anticipated dates, and must update the supervisor at least a month in advance of any changes to such dates.

Vacation time off is paid at the employee's regular rate of pay at the time of vacation, in accordance with applicable state wage laws and definitions. Time spent on vacation does not count as hours worked for overtime purposes. In addition, E-Z Rent-A-Car may designate vacation pay to run concurrently with any leave authorized by the Family and Medical Leave Act or other leave that might be otherwise unpaid.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. The time allotted for vacation begins on the employee's anniversary date and all vacation time must be taken by anniversary date of the following year. Employees will be paid out any unused time. All vacation payouts must be submitted in writing to the HR Department NO earlier than month prior to your anniversary date or No later than one month past your anniversary date.



3.3. Holidays.

The rental car business is a year round, twenty-four hour per day operation. For that reason, E-Z Rent-A-Car has no formal holiday schedule.

3.4 Sick Leave Benefits

E-Z provides paid sick leave on the following schedule: Employees with less than five (5) full years of active continuous service accrue three (3) days of sick leave per year. Employees with five (5) or more years of active continuous service accrue seven (7) days of sick leave per year.

Sick leave pay is paid at the employee's regular rate of pay at the time of vacation, in accordance with applicable state wage laws and definitions. Time spent on sick leave does not count as hours worked for overtime purposes. In addition, E-Z Rent-A-Car may designate sick leave pay to run concurrently with any leave authorized by the Family and Medical Leave Act or other leave that might be otherwise unpaid.

On the employee's anniversary date each year, the employee may ask to be paid out for the unused portion of paid sick leave. All sick payouts must be submitted in writing to the HR Department NO earlier than month prior to your anniversary date or No later than one month past your anniversary date.



TIMEKEEPING/PAYROLL

4.1. Timekeeping and Payroll.

E-Z Rent-A-Car fully complies with all applicable wage and hour laws in the administration of compensation to any employees covered by the Fair Labor Standards Act and any applicable state wage laws. Our efforts to do so depend on your participation, integrity, accuracy and promptness.

Your Obligation and Ours to Ensure Accuracy in Payroll Practices

E-Z Rent-A-Car depends upon you to make sure you are correctly paid. It is your obligation to make sure you correctly report all the hours you work (including any overtime hours). If you believe you have not been correctly or fully paid for any time period, you are required to notify Human Resources, in writing, by no later than the next payroll period. You should do so by sending a copy of your paycheck or pay stub for the period in question, with a written summary explaining why you believe you were not correctly or fully paid, to Human Resources, and indicate the time or amount you believe you are due. You should do this for each and every payroll period in which you believe an error, improper deduction or incomplete payment has been made.

With respect to meal breaks, if you are an employee required to take a meal break, you must do so and completely cease performing your job during the meal break period. If deductions for meal breaks are automatically made from your pay, failure to take a meal break is considered to be "off the clock" work, which is unauthorized and a violation of this policy. If you are scheduled for a meal break and business circumstances or other reasons prevent you from taking your meal break, but the amount of time of the break was deducted from your pay, you must notify Human Resources, in writing, by sending a copy of your paycheck or pay stub for any date(s) you were unable to take a meal break and a note indicating why you were not fully paid, to Human Resources.

Under no circumstances is any employee authorized to work "off the clock," to fail to record complete hours worked, to falsify any time or work record in any manner, or to direct or participate with another employee in any of these acts. Failure to adhere to the obligations above may lead to discipline up to and including termination.

<u>Policy Prohibiting Deductions from Compensation of Salaried Employees</u>

E-Z Rent-A-Car prohibits any improper deductions from the compensation of any employee. Thus, every salaried employee will regularly receive their full compensation, less applicable wage-related taxes and other deductions authorized by the employee or required by law, subject to the limited exceptions set forth below.

A salaried employee's compensation will not be subject to reduction based on variations in the quality or quantity of the work performed by that employee, subject to the limited exceptions set forth below. A salaried employee will receive his or her full salary for any week in which the employee performs any work, without regard to the number of days or hours worked, but will not be paid for any workweek in which they perform no work. No deductions will be made from any salaried employee's compensation for absences occasioned by E-Z Rent-A-Car or by the operating requirements of our business. If the employee is ready, willing and able to work, deductions will not be made for time when work is not available.



Exceptions

The prohibition against deductions from the pay of a salaried employee is subject to the following exceptions: (1) Deductions from pay may be made when a salaried employee is absent from work for one or more full days for personal reasons, other than sickness or disability; (2) Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with our plan, policy or practice of providing compensation for loss of salary occasioned by such sickness or disability. Deductions from pay may also be made before the employee has qualified under the plan, policy or practice, and after the employee has exhausted the leave allowance thereunder; (3) No deductions will be made from pay for absences of a salaried employee occasioned by jury duty, attendance as a witness, or temporary military leave. An offset of any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that week may be made; (4) Deductions from pay may be made for penalties imposed against an employee for violation of infractions of safety rules of major significance (i.e., those rules relating to the prevention of serious danger in the workplace or to other employees), if E-Z Rent-A-Car concludes after its investigation that the employee committed such a violation; (5) Deductions from pay may be made for unpaid disciplinary suspensions of one or more full days for violation of workplace conduct rules which are reflected in our written policies applicable to all employees (e.g., violation of our anti-harassment policy, workplace violence policy or drug-free workplace policy), if E-Z Rent-A-Car concludes after its investigation that the employee committed such a violation; (6) Salaried employees in their first or last weeks of employment may not be paid their full salary, but instead will be paid a proportionate part of the employee's salary for the time actually worked; (7) Salaried employees may not be paid their full salary for weeks in which the employee takes unpaid leave under the Family and Medical Leave Act. Employees will be paid a proportionate part of their salary for time actually worked.

What to Do if You Believe an Incorrect Deduction Has Been Made from Your Salary

If you believe an unauthorized or improper deduction has been made from your salary or the salary of anyone you supervise, please notify Human Resources immediately by bringing the matter to the attention of your direct supervisor <u>and</u> Human Resources <u>in writing</u>. If you would prefer not to raise the matter with your supervisor, you may direct your concern to Human Resources.

If E-Z Rent-A-Car concludes that the deduction was unauthorized or improper, the employee will be promptly reimbursed for any amount(s) incorrectly deducted. E-Z Rent-A-Car prohibits retaliation by any person against any employee who raises any concern under this policy.

4.2. Payday, Pay Deductions, and Setoffs.

Employees are paid once every two weeks, on the Friday of the week following the closure of the pay period.

The law requires that E-Z Rent-A-Car make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. E-Z Rent-A-Car also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." E-Z Rent-A-Car matches the amount of Social Security taxes paid by each employee.

E-Z Rent-A-Car may offer programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these



programs.

Pay setoffs are pay deductions taken by E-Z Rent-A-Car, in accordance with state laws, usually to help pay off a debt or obligation to E-Z Rent-A-Car or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, Human Resources can assist in having your questions answered.



WORK CONDITIONS & HOURS

5.1. Safety.

Providing a safe and healthful work environment for employees, customers, and visitors is a top priority for E-Z Rent-A-Car. Its success depends on the alertness and personal commitment of all. You should read and become familiar with E-Z Rent-A-Car's Safety Rules and Practices and Safety Program.

E-Z Rent-A-Car may periodically provide information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents or incidents that result in injury, regardless of how insignificant the injury may appear, employees must immediately notify the appropriate supervisor. The supervisor must notify Human Resources and report the accident or incident immediately. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

5.2. Overtime.

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive management authorization.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization may result in disciplinary action, up to and including possible termination of employment.



5.3. Use of Phone, Voicemail and Mail Systems.

E-Z Rent-A-Car provides computer and communications service and equipment necessary to promote the efficient operation of its business.

The computer systems and servers, communications systems, and other data storage and transmittal systems, laptop and desktop computers, telephones, and portable electronic devices provided by E-Z Rent-A-Car are the property of E-Z Rent-A-Car and are for authorized business use only. Business documents or equipment, including, but not limited to: files, paperwork, email, supplies, and equipment belong to E-Z Rent-A-Car.[removed spaces] No documents or equipment may be removed from any E-Z Rent-A-Car office, computer system, or other facility without prior approval.

All electronic and telephonic communications systems, and all communications and information transmitted by, received from, or stored in these systems are the property of E-Z Rent-A-Car or licensed to E-Z Rent-A-Car. The use of any software and business equipment, including but not limited to, facsimiles, telecopiers (faxes), telephones, computers, and copy machines for personal purposes is prohibited.

- 1. Employees should have no expectation of privacy with respect to E-Z Rent-A-Car communications systems, computer systems, devices or areas of the workplace where E-Z Rent-A-Car property or information may be located. Employees should be aware that E-Z Rent-A-Car reserves the right to access and/or monitor any and all areas of E-Z Rent-A-Car's property including, but not limited to: all employee offices, work areas, files, desks, computers, voice mail and email. Accordingly, employees are not authorized to and should not use E-Z Rent-A-Car's computers, communications systems or devices, network, or company email addresses to store, send or receive any nonbusiness related material that the employee might consider personal or private, including by means of accessing a personal email address or email provider through Company computers or E-Z Rent-A-Car's network. Further, E-Z Rent-A-Car reserves the right to disclose information concerning use of its systems to law enforcement personnel, as well as officials of other government or private entities, for any lawful purpose, and to consent to government searches. By using these systems, you as the user consent to access, monitoring and disclosure by E-Z Rent-A-Car at its discretion. In addition, E-Z Rent-A-Car regularly monitors and records its sales and customer service lines and monitors and reviews its email and computer records. Your employment with E-Z Rent-A-Car in a position involving telephone and computer use constitutes your consent for such monitoring and recording.
- 2. Employees also should understand that this equipment is for the business purposes of E-Z Rent-A-Car and must not be used in a method that is disruptive or offensive to others. Unless authorized, no employee can send an email to an entire location or company-wide for non-business related purposes. Use of computer or communication systems for non-business related activities is a violation of this policy. Use of this equipment and/or systems to make discriminatory or harassing statements, vulgarities, obscenities, or disparaging comments is strictly prohibited. These systems may not be used for any unlawful or wrongful purposes, for solicitation on any kind of subject, including but not limited to causes, commercial or other personal purposes.
- 3. Employees should exercise care so that no personal correspondence appears to be an official communication of E-Z Rent-A-Car. Personalized stationery and business cards may only be issued



by E-Z Rent-A-Car. Employees may not use E-Z Rent-A-Car address for receiving personal mail or use E-Z Rent-A-Car stationery or postage for personal letters.

- 4. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including but not limited to the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by E-Z Rent-A-Car, is prohibited. Unauthorized copying of copyrighted material, including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which E-Z Rent-A-Car or the end user does not have an active license, is prohibited.
- 5. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is prohibited. The appropriate management should be consulted prior to export of any material that is in question.
- 6. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, email bombs, etc.), is prohibited.
- 7. Effecting security breaches or disruptions of network communication is prohibited. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- 8. Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty, is prohibited.
- 9. Circumventing user authentication or security of any host, network or account, or interfering with or denying service to any user other than the employee's host (for example, denial of service attack), is prohibited. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the internet/intranet/extranet, is prohibited.



10. Blogging and Social Media.

A. <u>General guidelines</u>. This policy applies to "blogging" which means posting information on your own, or someone else's web log, journal or diary on the internet. Blogging also includes posting information on other forms of social media or technology, including, but not limited to, video or wiki postings, chat rooms, Facebook, MySpace, Twitter or other forms of online websites not affiliated with E-Z Rent-A-Car. Employees who engage in blogging should be mindful that their postings, even if done off-premises and off-duty, could have an adverse effect on E-Z Rent-A-Car. For example, a comment posted by an E-Z Rent-A-Car employee (or using an E-Z Rent-A-Car email address) could lead some readers to believe that the employee is a *de facto* spokesperson for E-Z Rent-A-Car, which could lead to confusion, inefficiency and liability. To reduce the likelihood that any personal blogging will have an adverse effect on E-Z Rent-A-Car, employees are required to observe the following guidelines:

Unless specifically and expressly authorized by E-Z Rent-A-Car or applicable law, an employee:

- (i) May not blog or use other forms of social media or technology on the internet during working time or at any time on E-Z Rent-A-Car's computers or other Company-supplied electronic devices;
- (ii) May not blog in any manner or at any time in a manner that identifies the individual as a E-Z Rent-A-Car employee to create an appearance, whether intended or not, that the employee is speaking on behalf of E-Z Rent-A-Car;
- (iii) May not blog in any manner which identifies the personal and confidential information of E-Z Rent-A-Car employees, or any confidential business information of E-Z Rent-A-Car, including, but not limited to, medical information, personal addresses, financial data, IT passwords and access protocols.

Employees must understand that blogging transmits information electronically through the internet and that the content may be viewed by anyone at any time. Therefore, employees cannot have any expectation of privacy while blogging on the internet and, unless otherwise prohibited by law, E-Z Rent-A-Car may read, review, and monitor comments or discussions posted by anyone on a blog. Employees acknowledge that the guidelines and rules under this policy apply even if your blogging is anonymous or under a pseudonym. If an employee engages in such blogging, the employee should be aware that under appropriate circumstances, E-Z Rent-A-Car may take steps to determine his or her identity.

B. <u>Guidelines for authorized blogging.</u> E-Z Rent-A-Car may request certain employees to engage in authorized blogging to convey information about E-Z Rent-A-Car or to promote or raise awareness of E-Z Rent-A-Car and its products. Blogging on behalf of E-Z Rent-A-Car or as a representative or agent of E-Z Rent-A-Car may be conducted only with the specific written authorization of the employee's supervisor.

Furthermore, except as permitted by law, employees engaging in blogging that is authorized by E-Z Rent-A-Car must comply with the following guidelines:

(i) Employees may not make defamatory, libelous or slanderous comments about E-Z Rent-A-Car or employees, co-workers, supervisors, clients, vendors or customers;



- (ii) Employees may not state, imply or suggest that the posting is authorized by E-Z Rent-A-Car unless that is actually the case and the employee has been authorized to make such statements;
- (iii) Employees may not post pornographic or offensive images, or otherwise engage in illegal or unprofessional acts, on an E-Z Rent-A-Car authorized blog;
- (iv) Employees may not post copyrighted information on a blog. Employees who post copyrighted material on blogs without authorization may face potential civil and criminal penalties;
- (v) Employees may not use a blog to engage in sexual harassment or to otherwise participate in the harassment of an E-Z Rent-A-Car employee on the basis of that person's race, color, age, sex, national origin, religion, marital status, sexual orientation, disability, genetic information or other protected status.

C. Personal blogs. E-Z Rent-A-Car acknowledges that employees may use personal blogs as a form of self-expression. This policy does not seek to prevent employees from using blogs as a medium for self-expression and public conversation and will not discriminate against employees who use blogs for lawful purposes on their own time and using their own computer. But, when an employee engages in personal blogging, and the employee is identified as an employee of E-Z Rent-A-Car, E-Z Rent-A-Car has an interest in protecting itself, the public, and other employees from potentially adverse effects. Accordingly, subject to the general guidelines above, employees that make comments on a personal blog and identify themselves as employees of E-Z Rent-A-Car shall conform to this policy. In addition, employees engaging in such personal blogging shall clearly indicate that the content, opinions and statements are solely those of the employee and do not represent the views of E-Z Rent-A-Car, other employees, or the public. Subject to the general guidelines above, employees acting on their own behalf, without identifying themselves as employees of E-Z Rent-A-Car or in any way indicating their status as such, may post comments on a personal blog provided the comments are not threatening, defamatory, offensive or disruptive to E-Z Rent-A-Car's workplace or its employees, officials or designated representatives. (Offensive comments would include sexual comments, racial slurs, gender-specific comments, or any comments that would offend someone on the basis of his or her age, sexual orientation, religion, national origin, disability, or any other classification protected by federal, state or local antidiscrimination laws). If you have any questions relating to this policy or your personal blog, ask your supervisor or the IT Manager or VP of Business Development.

Under no circumstances is an employee of E-Z Rent-A-Car authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Company resources. Inappropriate use exposes E-Z Rent-A-Car to risks, including virus attacks, compromise of network systems and services and legal liability. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.



5.4. Smoke Free Workplace.

In keeping with E-Z Rent-A-Car's intent to provide a safe and healthful work environment, all E-Z Rent-A-Car facilities are non-smoking facilities. This policy applies equally to all employees, customers, and visitors.

5.5. Emergency Closings.

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions your supervisor will notify employees of closure. Hourly employees will not be paid for the time the company is closed, but may request to use their vacation time. All requests must be made writing to the HR Department.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off in accordance with federal wage and hour laws. Employees may request available paid leave time such as unused vacation benefits.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

5.6. Business Travel and Expenses.

Certain E-Z Rent-A-Car employees may be authorized to incur expenses in the process of conducting business for E-Z Rent-A-Car. As a general policy, such expenses must be reasonable and necessary to the conduct of the company's business, must have a clear business purpose and directly related to the goals of the company, and must be fully documented. Any misstatement or misuse of company finds, including improper requests for reimbursement, may result in discipline up to and including discharge.

All business expenses must be accompanied by documentation, including: 1) the name, date, description of the expenditure; (2) the name, title, company, affiliation of the person(s) in attendance; (3) the business purpose for incurring the expense; and (4) approval for the expenditure through normal supervisory channels (5) receipts must be attached. Employees should retain a copy of all expenses submitted for reimbursement in order to confirm all reimbursements have been made. Employees will be reimbursed for otherwise qualified expenses (e.g., mileage) at the rates provided for under tax law.

5.7. Visitors in the Workplace.

To provide for the safety and security of employees and the facilities at E-Z Rent-A-Car, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.



Because of safety and security reasons, family and friends of employees are discouraged from visiting. In cases of emergency, employees will be called to meet any visitor outside their work area. Exceptions to this policy may be made by Human Resources in situations where the nature, location and business operations of the company permit.

All visitors should enter E-Z Rent-A-Car at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on E-Z Rent-A-Car's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

5.8. Workplace Monitoring.

Workplace monitoring may be conducted by E-Z Rent-A-Car to ensure quality control, employee safety, security, and customer satisfaction.

Computers, the voicemail system and the e-mail system furnished to employees are the property of E-Z Rent-A-Car. As such, computer usage, files, voicemail and e-mail messages may be monitored or accessed by any agent or representative of E-Z Rent-A-Car at any time, either with or without prior notice.

E-Z Rent-A-Car may also conduct video surveillance of non-private workplace areas, with or without prior notice. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Employees can request access to information gathered through workplace monitoring that may impact employment decisions. Access will be granted unless there is a legitimate business reason to protect confidentiality or an ongoing investigation.

5.9. Workplace Violence Prevention.

E-Z Rent-A-Car is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, E-Z Rent-A-Car has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including Supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of E-Z Rent-A-Car, including parking lots and parking garages unless the applicable law of the jurisdiction prevents the enforcement of this rule.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.



All threats of (or actual) violence, both direct and indirect, must be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

E-Z Rent-A-Car will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

E-Z Rent-A-Car encourages employees to bring their disputes or differences with other employees to the attention of their supervisor any member of the Human Resources Department before the situation escalates. E-Z Rent-A-Car is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns. In addition, employees who experience domestic discord and are concerned about their personal safety in the workplace are encouraged to bring this to the attention of any member in the Human Resources Department to prevent the individual(s) involved from entering onto company property.

5.10. Cell Phone Usage.

E-Z Rent-A-Car provides cellular telephones to some employees as a business tool. They are provided to assist employees in communicating with management and other employees, their clients, associates, and others with whom they may conduct business. Cell phone use is intended for business-related calls only and personal calls are not permitted. Cell phone invoices may be regularly monitored.

Employees may have access to a cell phone while in their cars and should remember that their primary responsibility is driving safely and obeying the rules of the road. Employees are prohibited from using cell phones to conduct business while driving and should safely pull off the road and come to a complete stop before dialing or talking on the phone. Any employee driving on company business must comply fully with all local traffic laws, including those laws that may limit or prohibit the use of cell phones.

As a representative of E-Z Rent-A-Car, cell phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a cell phone.

5.11. Transfers and Promotion Policy.



E-Z Rent-A-Car encourages employees to consider higher-level positions or lateral transfers for which they qualify. Toward this end, E-Z Rent-A-Car uses a job posting program that offers employees the opportunity to consider certain positions within E-Z Rent-A-Car.

Employees should have performed in their current job with E-Z Rent-A-Car for a sufficient period for the organization to evaluate their job performance and suitability for promotion or transfer. In addition, employees must have a good performance, attendance and punctuality record.

Each employee requesting a transfer or promotion will be considered for the new position along with all other applicants from both inside and outside E-Z Rent-A-Car and each transfer or promotion is judged on an individual basis, depending on the needs of the departments involved and E-Z Rent-A-Car's overall operations. While it is not possible to list all criteria and factors considered by E-Z Rent-A-Car in evaluating any particular transfer or promotion, E-Z Rent-A-Car's considerations with respect to transfers and promotions may include the time, difficulty or hardship E-Z Rent-A-Car may experience in filling an employee's existing position. In addition, business considerations may on occasion dictate that E-Z Rent-A-Car make certain positions available only to outside applicants, or only to inside applicants.

Employees who wish to apply for a transfer or promotion should discuss it first with their supervisor/manager and/or Human Resources so that it may be determined if their skills fit the requirements of the desired job. Employees should also feel free to discuss their career aspirations with their supervisor/manager or Human Resources at any time.

If an employee fits the basic criteria for the position, Human Resources will make arrangements to set up an exploratory interview.



LEAVES OF ABSENCE

6.1. Family and Medical Leaves.

E-Z Rent-A-Car provides family and medical leaves of absence without pay to eligible employees. Family leaves are provided to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. Family leaves are also provided to eligible employees due to any qualifying exigency (as defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter or partner of the employee is on active duty or has been notified of an impending call to active duty status in support of a contingency operation.

Medical leaves are provided to eligible employees temporarily unable to work due to a serious health condition or disability. For purposes of this policy, a serious health condition or disability means an illness, injury, impairment, or physical or mental condition that makes the employee unable to perform one or more of the essential functions of the employee's position, which involves inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; or temporary disabilities associated with pregnancy, childbirth, and related medical conditions.

Employees in the following employment classifications are eligible to request family and/or medical leave as described in this policy:

- * Regular full-time employees
- * Regular part-time employees

Eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the Human Resources Manager. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees must have been employed by E-Z Rent-A-Car for at least 12 months and be actively at work 1,250 or more hours during the 12 month period immediately preceding the date the family and/or medical leave would begin and there are at least 50 E-Z Rent-A-Car employees within a 75 mile radius of the work site.

Eligible employees are normally granted leave for the period of the qualifying event, up to a maximum of 12 weeks within a 12 month period measured from the date the employee's first leave began. Any



combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Employees will be required to first use any accrued paid leave time before taking unpaid medical leave. Both the paid leave and unpaid medical leave must be used concurrently. Married employee couples may be restricted to a combined total of 12 weeks leave within the 12 month period measured from the date the employee's first leave began for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12 month period. This military caregiver leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of family and medical leaves.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

Subject to the terms, conditions, and limitations of the applicable plans, E-Z Rent-A-Car will continue to provide health insurance benefits and supplemental life insurance, if applicable, for the full period of the approved medical leave. Employees will be responsible for making semi-monthly health insurance and supplemental life insurance premium payments coverage to continue during their medical leave. Upon an employee's return from medical leave, their semi-monthly health insurance and supplemental life insurance premium payments will resume through payroll deductions.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

Employees must turn in all company property to a manager, including laptops and cell phones, prior to going on leave. All equipment will be given to the employee upon their return.

So that an employee's return to work can be properly scheduled, an employee on family and/or medical leave is requested to provide E-Z Rent-A-Car with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date and E-Z Rent-A-Car's Human Resources Manager is not notified of circumstances necessitating and permitting additional time off, E-Z Rent-A-Car may assume that the employee intends to abandon his or her position of employment.

Other aspects of this policy are detailed in the FMLA forms provided to the employee and the FMLA poster at your worksite.

6.2. Break for Nursing Mothers.



For a period of one (1) year after the birth of the child of any female employee, upon request of that employee, E-Z Rent-A-Car will make arrangements for a location, other than a bathroom, shielded from review and free from intrusion from co-workers and the public, which may be used by the employee to express breast milk, and provide the break time necessary for the employee to do so. No portion of this policy is intended to limit the scope of any other applicable law. Employees should contact Human Resources in order to make the necessary arrangements.

6.3. Personal Leave.

E-Z Rent-A-Car provides leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees in the following employment classification(s) are eligible to request personal leave as described in this policy:

- * Regular full-time employees
- * Regular part-time employees

As soon as eligible employees become aware of the need for an unpaid personal leave of absence, they should request a leave from their supervisor.

Personal leave may be granted for a period of up to 10 unpaid calendar days every 2 years as long as scheduling can be covered. With the supervisor's approval, an employee may take any available sick leave or vacation leave as part of the approved period of leave.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

Employees must turn in all company property to a manager, including laptops and cell phones, prior to going on leave. All equipment will be given to the employee upon their return.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, E-Z Rent-A-Car cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, E-Z Rent-A-Car will assume the employee has resigned.

This policy is not intended to alter, replace or amend the Family and Medical Leave Act policy, the Military Leave policy, or any other policy governing leave required by law.



6.4. Military Leave.

E-Z Rent-A-Car complies with all applicable federal, state and local law protecting employees with military service obligations. E-Z Rent-A-Car will not deny any term or condition of employment to any past or present member of the uniformed service, applicant for membership in the unformed service, or any person with an obligation to serve, because of that status.

Employees who leave their job with E-Z Rent-A-Car to perform service in the uniformed service have the right to be reemployed, consistent with the Uniformed Services Employment and Reemployment Rights Act (USERRA), if: (1) the employee ensures that E-Z Rent-A-Car receives advanced written or verbal notice of the service obligation; (2) the employee has less than 5 years of cumulative service in the uniformed services while an E-Z Rent-A-Car employee; (3) the employee returns to work or applies for reemployment in a timely manner after conclusion of service; and (4) the employee has not been separated from service with a disqualifying discharge or under less than honorable conditions. E-Z Rent-A-Car also complies with the terms of any state law granting employees working in that state greater rights than USERRA.

Employees who leave their job with E-Z Rent-A-Car to perform military service have the right to elect to continue their existing health plan coverage for themselves and their dependents for up to 24 months while in the military. Employees who do not elect to continue coverage during military service have the right to be reinstated in the health plan when reemployed, generally without any waiting periods or exclusions (e.g., preexisting condition exclusions) except for service-connected illnesses or injuries.

The above is only a summary of the provisions and protections of USERRA, and an employee's obligations under it. Employees with questions regarding these issues should address those directly to E-Z Rent-A-Car's Human Resources department.

Employees must turn in all company property to a manager, including laptops and cell phones, prior to going on leave. All equipment will be given to the employee upon their return.

6.5. Pregnancy-Related Absences.

E-Z Rent-A-Car will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this handbook and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family or personal leave.

6.6. Leave for Victims of Domestic Violence.

This procedure outlines the process and rules to be followed in the event an employee needs leave under the specified circumstances contained herein. It is E-Z Rent-A-Car's intent to comply with all applicable federal, state and local law governing the matters encompassed within this policy and procedure.



Accordingly, any general terms or conditions of this policy or procedure inconsistent with law applicable to any specific circumstance will be applied or enforced only in a manner consistent with applicable law.

Eligibility and Definitions

All employees employed for three (3) or more months are eligible to request and take up to three (3) working days of unpaid leave from work in any 12 month period if the employee or a family or household member of the employee is the victim of domestic violence. To the extent that any employee taking domestic violence leave has accrued paid time off benefits, any domestic violence leave will be deemed paid leave and the employee will be paid from their accrued paid time off.

Domestic violence

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment or any criminal offense resulting in injury or death of one family or household member by another family or household member. Domestic violence also means any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

Family/household member

Family or household member means spouses, former spouses, persons related by blood or marriage, or persons who are presently residing in the same single dwelling unit together as if a family or who have resided together in the past in the same single dwelling unit as if a family, and persons who are parents of a child in common regardless of whether they have been married or ever resided in the same single dwelling unit.

Procedure

- 1. Eligible employees may request and take domestic violence leave to: (a) seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence; (b) obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or physiological injury resulting from the act of domestic violence; (c) obtain services from a victim-services organization, including but not limited to a domestic-violence shelter or program or a rape crisis center as a result of the act of domestic violence; (d) make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or (e) seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence. All such requests shall be made to Human Resources.
- 2. Except in cases of imminent danger to the health or safety of the employee or a family or household member, an employee seeking domestic violence leave must provide E-Z Rent-A-Car with reasonable advance notice of the need for leave and any requested documentation of the act of domestic violence. Where imminent danger to the health or safety of the employee or family or household member precludes reasonable advance notice of the need for leave and advance documentation of the act of domestic violence, E-Z Rent-A-Car will accept requested documentation after the date(s) of leave to support the need for leave and, upon review of the sufficiency of that documentation, will reclassify any unexcused absence as qualifying domestic violence leave. Any and all information relating to the leave will be kept confidential and provided solely to those persons necessary to effectuate the employee's leave.



6.7. Jury Duty.

E-Z Rent-A-Car encourages employees to fulfill their civic responsibilities by serving jury duty when required.

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified of an obligation to serve. During this leave, employees may be compensated by payment of an amount equal to the difference between jury duty pay and their regular pay to the extent required by applicable law. An employee on jury duty is expected to report to work any day he/she is excused or released from jury duty.

Upon receipt of the notice to serve jury duty, the employee should immediately notify his/her supervisor, as well as the Human Resources Department and should furnish a copy of the notice to serve jury duty.

Upon the employee's return, the employee must notify Human Resources and must submit a signed Certificate of Jury Service indicating the number of days served.



EMPLOYEE CONDUCT & DISCIPLINARY ACTION

7.1. Employee Conduct.

To ensure orderly operations and provide the best possible work environment, E-Z Rent-A-Car expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- * Theft or inappropriate removal or possession of property
- * Falsification of timekeeping records
- * Working under the influence of alcohol or illegal drugs
- * Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- * Fighting or threatening violence in the workplace
- * Boisterous or disruptive activity in the workplace
- * Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- * Insubordination or other disrespectful conduct
- * Violation of safety or health rules
- * Smoking in prohibited areas
- * Sexual or other unlawful or unwelcome harassment
- * Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- * Excessive absenteeism or any absence without notice
- * Unauthorized absence from work station during the workday
- * Unauthorized use of telephones, mail system, or other employer-owned equipment
- * Unauthorized disclosure of business "secrets" or confidential information
- * Violation of personnel policies
- * Unsatisfactory performance or conduct

Employment with E-Z Rent-A-Car is at the mutual consent of E-Z Rent-A-Car and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.



7.2. Drug and Alcohol Use.

It is E-Z Rent-A-Car's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on E-Z Rent-A-Car premises and while conducting business-related activities off E-Z Rent-A-Car premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged discuss these matters with their supervisor or Human Resources to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through E-Z Rent-A-Car's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all E-Z Rent-A-Car policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause E-Z Rent-A-Car any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify E-Z Rent-A-Car of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or Human Resources without fear of reprisal.



7.3. Drug Testing.

E-Z Rent-A-Car is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants are required to submit to a drug screening test after an offer for employment has been extended to determine the illicit or illegal use of drugs.

7.4. Attendance and Punctuality.

Regular attendance and punctuality is an essential aspect of every position of employment at E-Z Rent-A-Car. To maintain a safe and productive work environment, E-Z Rent-A-Car expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on E-Z Rent-A-Car. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their direct supervisor as soon as possible in advance. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

7.5 Personal Appearance.

In order to convey a professional public image, and to ensure a comfortable and productive work environment, E-Z Rent-A-Car requires that employees maintain specified dress, grooming and personal hygiene standards. During business hours or when representing E-Z Rent-A-Car, you are expected to present a clean, neat, and professional appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

• The uniform policy is location-specific and will be provided by your supervisor.

If your supervisor feels your personal appearance is inappropriate, you will be asked to leave the workplace until you are properly dressed or groomed. Under such circumstances, you will not be compensated for the time away from work, in accordance with federal wage and hour laws. Consult your supervisor or the Human Resources Department if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability or whose religious beliefs require certain attire, appearance or hair style. If you require any such accommodation, you are responsible to make such requirements known to your manager, and/or Human Resources representative.



7.6. Return of Property.

Employees are responsible for items issued to them by E-Z Rent-A-Car or in their possession or control, such as the following:

- * Client lists
- * Credit cards
- * Cell phone
- * Laptop computer
- * Company equipment
- * Identification badges
- * Keys
- * Manuals
- * Protective equipment
- * Security passes
- * Tools
- * Written materials

All E-Z Rent-A-Car property must be returned by employees on or before their last day of work to their Department Manager. The Department Manager will work with Human Resources and IT to ensure all items have been returned. Where permitted by applicable federal and state laws, E-Z Rent-A-Car may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. E-Z Rent-A-Car may also take all action deemed appropriate to recover or protect its property.

7.7. Lost & Found.

All employees with E-Z Rent-A-Car are required to submit any Lost & Found items to their manager on duty. This includes but is not limited to items found in vehicles, on E-Z Rent-a-Car property and items found on airport property.

If an employee fails to turn in any and all lost and found items, this will be considered an infraction of the rules of conduct listed in the employee manual and will result in disciplinary action up to and including termination.

For items found in a vehicle or on E-Z Rent-A-Car property, the location manager will secure the items until they make contact with the E-Z Rent-A-Car customer and then will make arrangements for the customer to pick up the item or we will mail the item C.O.D. to the customer address. If the item(s) are not claimed in six (6) months, the items will be disposed of.

Items found on the Airport property will be turned into the airport's Lost and Found department by the manager of the location.



7.8. Resignation.

Resignation is a voluntary act initiated by the employee to terminate employment with E-Z Rent-A-Car. Although advance notice is not required, E-Z Rent-A-Car requests at least 2 weeks' written resignation notice from all employees.

7.9. **Security Inspections.**

E-Z Rent-A-Car wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, weapons, explosives, or other improper materials. To this end, E-Z Rent-A-Car prohibits the possession, transfer, sale, or use of such materials on its premises. E-Z Rent-A-Car requires the cooperation of all employees in administering this policy.

Desks, files, computers, and other storage devices may be provided for the convenience of employees but remains the sole property of E-Z Rent-A-Car. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of E-Z Rent-A-Car at any time, either with or without prior notice.

E-Z Rent-A-Car likewise wishes to discourage theft or unauthorized possession of the property of employees, E-Z Rent-A-Car, visitors, and customers. To facilitate enforcement of this policy, E-Z Rent-A-Car or its representative may inspect not only desks, files and computers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto E-Z Rent-A-Car's premises.

7.10. Solicitation.

In an effort to ensure a productive and harmonious work environment, persons not employed by E-Z Rent-A-Car may not solicit or distribute literature in the workplace at any time for any purpose.

E-Z Rent-A-Car recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- * Payday notice
- * Workers' compensation insurance information
- * State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the Human Resources Department for approval. All approved messages will be posted by the Human Resources Department.



7.11. Progressive Discipline.

The purpose of this policy is to state E-Z Rent-A-Car's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

E-Z Rent-A-Car's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with E-Z Rent-A-Car is based on mutual consent and both the employee and E-Z Rent-A-Car have the right to terminate employment at will, with or without cause or advance notice, E-Z Rent-A-Car may use progressive discipline at its discretion.

Disciplinary action may call for any of three steps -- verbal warning, Performance Improvement Plan, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed and documented:

- Verbal Warning Manager meets with employee to discuss performance and review specific areas that need to be improved.
- Performance Improvement Plan If the performance issues continue, the manager will
 work with HR to prepare a written Performance Improvement Plan centered on
 mutually agreed-upon goals. This plan will have a time line associated with it, with
 weekly check points.
- Review of Progress Manager will meet with employee on a weekly basis to ensure agreed-upon goals are being met.
- Termination Manager will contact HR to begin the termination process if performance does not improve in the agreed upon time frame.

E-Z Rent-A-Car recognizes that there are certain types of employee problems that are serious enough to justify termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and E-Z Rent-A-Car. E-Z Rent-A-Car reserves the right to deviate from any of the steps of progressive discipline set forth herein and to use its discretion to enforce any level of discipline that it deems necessary, in its sole discretion, on a case-by-case basis.