

# Lubricar, Inc.

Lubricar, Inc. dba Jiffy Lube, Glass Pro of NM, LLC dba TechnaGlass,  
Mojo Auto Parts, LLC dba Mighty Auto Parts  
Employee Handbook



3520 Calle Cuervo  
Albuquerque  
New Mexico

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# Section 1

## Introduction

### 1.1 Welcome to Lubricar, Inc.

Dear Team Member,

Our Lubricar, Inc. family of companies consists of members from Lubricar, Inc. dba Jiffy Lube, Glass Pro of NM, LLC dba TechnaGlass, and Mojo Auto Parts, LLC dba Mighty Auto Parts. Together, we serve our communities in New Mexico, Colorado, and Arizona by providing opportunities for our neighbors to maintain their vehicles using quality products through the quick and efficient services offered by our well-trained and customer-oriented team members. Providing quality products and services allows us to be a leading company within the community, helping our customers trust their vehicles while they travel safely to and from places that are most important to them.

As a member of our team, we want you to take time to acclimate to your workplace and gain an understanding of what we expect. This handbook, along with your manager, training, and other team members, will serve as a resource to help you be successful in your role.

As an organization, we strive to create an inclusive work environment that fosters safety, open communication, growth, and encourages feedback and innovation.

### 1.2 Employee Handbook

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of Lubricar, Inc. of 3520 Calle Cuervo, Albuquerque, New Mexico and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express, and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

### 1.3 Changes in Policy

Our company strives to stay current with all federal, state, and local laws in order to ensure a safe and productive environment for our employees and customers. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any

employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

When we add policies or change existing ones, you will have 48 hours to review new policies or changes to existing ones and either:

- Sign an agreement that you will maintain compliance with said new policies or changes, and continue your employment, or
- Refuse to sign the agreement and walk away from our company without cause.

If you are uncertain about any policy or procedure, please check with your manager or Human Resources.

## 1.4 Employment-At-Will

Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the CEO, President, or CFO has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the CEO, President, or CFO of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

## Section 2 Employment Policies

### 2.1 Employee Classifications

The following terms are used to describe employees and their employment status:

**Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and New Mexico state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

**Nonexempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and New Mexico state law. All employees who are covered by the federal or state minimum wage and

overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

**Full-Time Employees** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 30 hours per work week.

**Part-Time Employees** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 30 hours per work week.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause and with or without notice.

## **2.2 Equal Employment Opportunity & Americans with Disabilities Act.**

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status, or any other classification protected by applicable local, state, or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline, and termination.

The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), the Company provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

### **2.3 Confidentiality.**

In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See also Internet, Email and Computer Use policy, herein.

### **2.4 Employment of Minors.**

The FLSA's child labor provisions, which the Company strictly adheres to, are designed to protect the educational opportunities of youth, and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes sub-minimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

### **2.5 Employment of Relatives.**

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise, or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security, or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

## **2.6 Introductory Period.**

The first 90 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

Jiffy Lube employees are initially required to complete 80 hours of training upon employment consisting of computer-based training, on the job training, and Daily Training and Observation Guides (DTOGs). DTOGs will be utilized to assess proficiency and ability in the application of learned tasks.

## **2.7 Personnel Records and Employee References.**

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization.

Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices during regular business hours and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company. Compensation information may also be verified if written authorization is provided by the employee.



## **2.8 Privacy.**

The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

## **2.9 Immigration Law Compliance.**

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Company within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## **2.10 Political Neutrality.**

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination, and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## **2.11 Workplace Violence.**

The Company maintains a zero-tolerance standard of violence in the workplace. The purpose of this policy is to provide employees guidance that will maintain an environment at and within Company property and events that is free of violence and the threat of violence.

Violent behavior of any kind or threats of violence, either implied or direct, are prohibited at Lubricar Inc., in properties and at Company sponsored events. Such conduct by an employee will not be tolerated. An employee who exhibits violent behavior may be subject to criminal prosecution and shall be subject to disciplinary action up to and including termination. Violent threats or actions by a non-employee may result in criminal prosecution. The Company will investigate all complaints filed and will also investigate any possible violation of this policy of which we are made aware. Retaliation against a person who makes a complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

## **Section 3**

### **Hours of Work and Payroll Practices**

#### **3.1 Pay Periods and Paydays.**

Employees are paid on a Weekly basis. Employees of Jiffy Lube and TechnaGlass are paid on Friday of the week. Employees of Mighty Auto Parts are paid on Wednesday of the week. All employees are paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

Paychecks will be given only to the employee, unless he or she requests that they be mailed, or authorize in writing another person to accept the check.

#### **3.2 Overtime.**

Nonexempt employees will be paid in accordance with federal and state law.

The standard work week for employees should not exceed 40 hours per week. Should the Company find it necessary to employ an employee in excess of this standard, overtime hours shall be compensated at the rate of one and one-half times the regular rate of pay.

All overtime work by nonexempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

#### **3.3 Rest and Meal Periods.**

All rest and meal periods will be in accordance with New Mexico, Arizona, and Colorado state laws.

To the extent state law does not require rest and meal breaks, nonexempt employees will be provided a 10-minute rest break for every four-hour period of work. This time is counted and paid as time worked. Nonexempt employees scheduled to work more than a five-hour period will be provided a 30-minute unpaid meal period. Taking longer than authorized break periods will result in disciplinary action.

#### **3.4 Timecards.**

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Timecards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

Exempt employees are required to record their daily attendance and report periods of absence from work for reasons such as leaves of absence, sick leave, or personal business.

Nonexempt employees may not start work until 5 minutes before their scheduled time.

It is the employee's responsibility to sign time records and certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

### **3.5 Payroll Deductions.**

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting or Human Resources. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

### **3.6 Wage Garnishment.**

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

### **3.7 Direct Deposit**

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

## **Section 4 Standards of Conduct and Employee Performance**

### **4.1 Anti- Harassment and Discrimination.**

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status, or any other classification protected by local, state, or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor, or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor, or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

**Prohibited Conduct:**

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability, or any other legally protected basis if:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- c. it creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar, or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters, or cartoons based on race, national origin, age, disability, marital status, or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

**Complaint Procedure:**

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor, or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor, or other person who does business with this organization is exempt from the prohibitions in this policy.

The employee should immediately report conduct in violation of our policy to any member of management. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should use the chain of command to report the perceived incident to any higher-level member of management.

In response to every complaint, the Company will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action. All complaints are kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels that he or she has been subjected to any such retaliation, the employee should report it in the same manner in which a claim of perceived harassment would be reported under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination. All employees are required to cooperate with all investigations.

To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

#### **4.2 Attendance.**

Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify the Supervisor as early as possible but no later than 2 hours before the start of the workday. Asking another employee, friend, or relative to give this notice is improper and constitutes grounds for disciplinary action.

#### **4.3 Discipline and Standards of Conduct.**

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment, or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

- a. Dishonesty;
- b. Falsification of Company records;
- c. Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;

- d. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- e. Fighting, engaging in threats of violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- f. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- g. Unauthorized or careless use of the Company's materials, equipment or property;
- h. Performing work of personal nature during working time;
- i. Unauthorized and/or excessive absenteeism or tardiness;
- j. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- k. Sexual or other illegal harassment or discrimination;
- l. Unauthorized use or disclosure of the Company's confidential information;
- m. Violation of any Company policy.

#### **4.4 Dress Code.**

What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times shows discretion, good taste, and appropriateness for the safe performance of your job.

All field employees will be furnished with a Lubricar, Inc., Glass Pro NM, or Mojo Auto Parts authorized uniform. Field employees will be charged a minimal amount each pay period for the rental/cleaning of the uniforms. It is not possible to avoid the charge by cleaning the uniform yourself. It is up to you to see to it that your uniform is turned in for cleaning on the designated days. Colorado exception: No cleaning fees will be deducted.

- The company reserves the right to withhold 50% (currently \$175.00) of the uniform cost as a holding fee which will be refunded after termination when all uniforms are returned. The company will not return the deposit if the uniforms are not returned.
- In addition to the uniform, undershirts of a neutral color with no visible stencils, decals, or lettering are permitted. Black, oil and slip resistant work shoes, which conform to the Occupational Safety and Health Act (OSHA), are required as are buckle-less belts. Obtaining and paying for these items are the responsibility of the employee.

- Employees are required to wear appropriate Personal Protective Equipment (PPE) as assigned by the store manager.

Office employees who interact with the public, employees, or vendors in person should observe business casual dress standards.

As a representative of the Company, you are required to maintain the highest standards of personal hygiene. This includes regular bathing and the use of deodorant. Tattoos should be covered, and ear gauges should be plugged or removed. Hair should be styled in way that does not interfere with job performance or safety.

#### **4.5 Safety.**

The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents, and injuries, regardless of how minor so that any potential hazards can be corrected.

#### **4.6 Substance and Abuse.**

The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase, or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or at any location during work time. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. 'Illegal drug' means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug. Any violation of this policy will result in disciplinary action, up to and including termination. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

The company reserves the right to request an employee to submit to a test for alcohol or controlled substance any time when:

- The employee is reasonable suspected for drug or alcohol use.
- The employee has been involved in an accident involving bodily injury
- The employee is involved in a work work-related accident involving loss of life, limb, and/or damage to property, where the employee is the contributing factor to the accident.

- There is evidence of alcohol, drugs, or paraphernalia discovered at the employee's workplace.
- An employee shows signs of erratic behavior, changes in mood, altered appearance or speech patterns, and/or an increase in absenteeism, tardiness, and deterioration of work performance.

The employee will sign a required consent form for alcohol and drug testing. Refusal to take the test is grounds for dismissal. The employee will be placed on leave without pay until the test results are available to Lubricar, Inc., Glass Pro NM, and/or Mojo Auto Parts.

#### **4.7 Workplace Searches.**

All offices, desks, file drawers, cabinets, Company vehicles, and other Company equipment (including but not limited to computers, email and voicemail) and facilities or any area on Company premises are the property of the Company ("Company Property") and are intended for business use. Employees should have no expectation of privacy with respect to Company property and/or items stored within Company Property or on Company premises. Inspection may be conducted at any time, without notice, at the discretion of the Company.

In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunchboxes or any other possessions or articles brought onto the Company's premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

#### **4.8 Smoking, Vaping, and Tobacco Use.**

Use of tobacco products such as Cigarettes, Vapes, E-Cigarettes, and Chewing Tobacco, are prohibited on Company premises and in all company vehicles. Smoking of any type must be no closer than 50 feet away of the building or any equipment. Smokeless devices and chewing tobacco are not allowed on the company premises at any time.

#### **4.9 Internet, Email and Computer Use Policy.**

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from Company premises; (2) accessed using the Company computer or telecommunications equipment, or via Company-paid access methods; and/or (3) used in a manner which identifies the Company.

The following list is not exhaustive, and the Company may implement additional rules from time to time:

- a. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on Company computer systems.



- b. Employee's own electronic media may only be used during breaks. All other company policies, including the Company's no tolerance for discrimination, harassment, or retaliation in the workplace apply.
- c. All electronic information created by any employee on Company premises or transmitted to Company property using any means of electronic communication is the property of the Company and remains the property of the Company. You should not assume that any electronic communications are private or confidential.

#### **4.10 Social Media Policy.**

Company is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty, and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user-generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities, and any similar online platforms. Employees are expected to conduct themselves in a professional manner and to respect the views and opinions of others. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing, or damaging to the company's interests or reputation are not permitted. The use of social media channels on company time for personal purposes is not allowed. Any social media contacts, including 'followers' or 'friends' that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers, or customers on social networks. Employees must respect trademarks, copyrights, intellectual property, and proprietary information. No third-party content should be published without prior permission from the owner.

#### **4.11 Cell Phone Policy.**

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are on the clock, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality

of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

#### **4.12 Personal Visits.**

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities. Visitors must be escorted at all times.

#### **4.13 Operation of Vehicles.**

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

An employee must have a valid driver's license in his or her possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. An employee must demonstrate safe driving habits at all times.

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting cell phone use while driving. If usage is permitted through the use of a hands-free device, employees may choose to refrain from using cell phones while driving.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of cell phones while driving will be solely responsible for all liabilities resulting from such actions.

#### **4.14 Use of Facilities, Equipment, and Property**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

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

Employees are prohibited from any unauthorized use of Company's intellectual property, such as digital media, print materials, and software.

Improper, careless, negligent, destructive, or unsafe use of operation of equipment can result in discipline, up to and including termination.

Further, the Company is not responsible for any damage to employee's personal belongings, unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

#### **4.15 Business Expense Reimbursement.**

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to Accounts Payable Department along with receipts in a timely manner.

Employees are expected to exercise restraint and good judgement when incurring expenses. Employees should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

#### **4.16 Conflict of Interest and Business Ethics.**

It is Lubricar, Inc. dba Jiffy Lube, Glass Pro of NM, LLC dba TechnaGlass, and Mojo Auto Parts, LLC dba Mighty Auto Part's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty, integrity, and reputation are not compromised. No employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. Examples of situations that would constitute a conflict in most cases include but are not limited to:

- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
- Holding any interest in an organization that competes with the Company.
- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

## **Section 5**

### **Employee Benefits and Services**

#### **5.1 Generally.**

Aside from those benefits required by state and federal regulations Lubricar, Inc. also offers additional benefits for its Full-Time Employees. From time to time, benefits may be added or deleted from the benefits package. The Company reserves the right to make such changes.

This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact Human Resources.

#### **5.2 Group Health Insurance.**

The Company offers a group health plan for eligible employees. For more information, refer to the Company's benefits booklet for complete details and benefits. The Company's group health insurance plan is offered through Presbyterian Health Plan. Employees are eligible to participate in group health insurance after completion of 60 days of full-time employment.

#### **5.3 Group Life Insurance.**

The Company offers a group life insurance plan for eligible employees, including accidental death and dismemberment coverage. For more information, refer to the Company's benefits booklet for complete details and benefits. The Company's group life insurance plan is offered through UNUM. Employees are eligible to participate in group life insurance after completion of 60 days of full-time employment.

#### **5.4 401(k) Plan.**

The Company's 401(k) Plan is a convenient payroll deductible method to help supplement employees' retirement benefits and provide a long-term vehicle to accumulate savings. For information regarding employee benefits and services, employees should contact Human Resources. The Company's 401K plan is offered through Voya. Employees are eligible to enroll and participate in the 401k plan if they are 18 years of age or older and after 1 year of employment with at least 1000 hours worked. Open enrollment occurs bi-annually.

#### **5.5 COBRA.**

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

## **5.6 Worker's Compensation.**

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. The Company carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

Employees who sustain an injury on the job, no matter the severity, should report the incident immediately to their supervisor. Supervisors should report the incident immediately to Human Resources. Failure to follow proper procedures and reporting may affect the ability of the employee to receive Worker's Compensation benefits.

## **5.7 Social Security Benefits (FICA).**

During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## **5.8 Unemployment Insurance.**

The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the number of benefits (if any), and duration of benefits.

## **Other Benefits Supplied by Company**

The company offers an Employee Assistance Program (EAP) offered by UNUM.

The company offers tuition reimbursement assistance up to a maximum of \$1000 per semester, \$2000 annually.

Additionally, the company offers employee discounts to all employees outlined in Protocol 100.

## Section 6

### Employee Leaves of Absence and Time Off

#### 6.1 Generally.

While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

All requests for a leave of absence will be considered with regard to their effect on the Company and its work requirements, as determined by Company management, which reserves the right to approve or deny such requests at its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension, and have it approved before the expiration of the currently approved leave.

While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

#### 6.2 Paid Time Off (PTO)

We know how hard employees work and recognize the importance of providing time for rest and relaxation. We fully encourage employees to get this rest by taking paid time off. Time off under this policy includes extended time off, such as for vacation, and incidental time due to sickness or to handle personal affairs. PTO must be exhausted before unpaid leave will be allowed where applicable.

Paid time off is accrued as follows:

Hourly Employees:

- 0-3 years of service—at an accrual rate of 0.333340 up to 40 hours
- 3+ years of service—at an accrual rate of 0.0384620 up to 80 hours

Store Managers and Office Staff

- 0-5 years of service—at an accrual rate of 0.0384620 up to 80 hours
- 5+ years of service—at an accrual rate of 0.0576930 up to 120 hours

Upper Management

- 0-5 years of service—at an accrual rate of 0.0384690 up to 80 hours
- 5-10 years of service—at an accrual rate of 0.0576930 up to 120 hours
- 10+ years of service—at an accrual rate of 0.0769230 up to 160 hours

Requests for paid time off should be submitted to the employee’s manager at least 14 days in advance of the planned leave. Every effort will be made to grant requests, consistent with our operating schedule. However, if too many people request the same period off, the Company reserves the right to choose who may take time off during that period.

Advanced but unaccrued paid time off will be deducted from an employee’s final paycheck to the extent permitted by law.

Accrued, unused PTO will be paid out upon termination/separation of employment.

### **6.3 Holidays.**

Salaried employees and corporate office staff are paid for the following Company-observed holidays.

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

When holidays fall or are celebrated on a regular workday, hourly employees will receive the day off without pay.

### **6.4 Pregnancy-Disability Leave.**

Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request a leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.

Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.

Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The

employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.

Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.

Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

## **6.5 Family and Medical Leave.**

Eligible employees may request a family and medical leave of absence under the federal Family Medical Leave Act ("FMLA") in the circumstances described below. Eligible employees are those who have been employed by the Company for at least 12 months (not necessarily consecutive), have worked at least 1,250 hours during the 12 months immediately prior to the family and medical leave of absence and are employed at a worksite where there are 50 or more employees of the Company within 75 miles.

Employees must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, employees must request the leave as soon as he or she becomes aware of the need for leave. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

- a. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 2 months of the birth or placement of the child;
- b. the care of the employee's spouse or registered domestic partner, child, or parent with a "serious health condition";
- c. the "serious health condition" of the employee;
- d. because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation; or
- e. to care for a covered service member (who is the employee's spouse, child, parent or next of kin) with a serious illness or injury.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. A "covered service member" is a member of the



Armed Forces (including National Guard or Reserves) who is the employee's spouse, child, parent or next of kin, and is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty. A "serious illness or injury" is an injury or illness incurred in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

**Medical Certification:** When leave is requested for medical reasons, the employee must submit a medical certification from the health care provider that establishes the employee is eligible for family and medical leave. The certification must be provided as soon as is reasonably practical, and not later than the date leave begins or within 15 days of the Company's request, whichever is later. When the leave is requested because of the employee's own serious health condition, the certification must include: (1) the date the serious health condition commenced, (2) the probable duration of the serious health condition, and (3) a statement that, because of the serious health condition, the employee is unable to work or needs medical treatment.

When leave is requested to care for a family member who is ill or injured, the certification must contain: (1) verification the family member has a serious health condition or serious injury or illness, as defined above, and the date such condition began, (2) the probable duration of the condition, (3) an estimate of the amount of time the health care provider believes the employee will be needed to care for the family member or covered service member, and (4) a statement that the condition warrants the participation of the employee to provide care. The Company reserves the right to contact the health care provider to seek clarification of information in the certification, as needed, and may require recertification, as appropriate.

Before returning to work at the conclusion of a leave due to the employee's own serious health condition, the employee is required to provide a certification from his or her health care provider regarding the employee's fitness for duty. The employee must provide the required medical certification to the Company in a timely manner to avoid a delay or denial of leave.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period for the purposes described in (a)-(d), above. The 12-month period will be calculated based on a calendar year. Leave for the purpose described in (e), above (to care for a covered service member), may be taken for up to twenty-six (26) workweeks in a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave for the reasons specified in paragraphs (a)-(d) and (e) above. In other words, any family and medical leave taken for reasons specified in paragraphs (a)-(d) above (up to 12 weeks), will be counted towards the total 26-week entitlement permitted for leave to care for a covered service member with a serious illness or injury during the single 12-month period. All time off that qualifies as family and medical leave will be counted against the employees federal and, if applicable, state family and medical leave entitlement to the fullest extent permitted by law.

During a family and medical leave, group benefits will be maintained for up to 12 workweeks (or up to 26 weeks when leave is for the purpose of caring for a covered service member), as if the employee was continuously employed.

If the employee does not return to work on the first workday following the expiration of an approved family and medical leave, the employee will be deemed to have resigned from his or her employment. Upon returning from such a leave the employee will normally be reinstated to his or her original or an equivalent position and will

receive pay and benefits equivalent to those the employee received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The Company will provide written notice to any "key" employee who is not eligible for reinstatement.

If you and your spouse both work for our Company, the two of you will be entitled to a combined total of 12 weeks of leave to care for a newborn, newly adopted child, or recently placed foster child, and to care for a parent with a serious health condition. If you both qualify for the 26-week leave permitted to care for a covered service member, you will be entitled to a combined total of 26 weeks of leave for this purpose, as well as to care for a newborn, newly adopted child, or recently placed foster child, or to care for a parent with a serious health condition.

### **New Mexico Domestic Violence Leave**

New Mexico law requires **all employers** to provide intermittent paid or unpaid leave time for employees to obtain or try to obtain a protective order or other judicial relief from domestic abuse, to meet with law enforcement officials, to consult with an attorney or district attorney's victim advocate, or to attend court proceedings relating to the employee's domestic abuse or the domestic abuse of the employee's family member. Employer must provide up to 14 days of leave for this purpose in any calendar year, which employees may use in increments of up to 8 hours in one day.

### **6.6 Workers' Compensation Leave.**

Any employee who is unable to work due to a work-related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for employees eligible for FMLA leave.

### **6.7 Bereavement Leave.**

In the event of a death in the immediate family, employees may have up to 3 working days with pay, to handle family affairs and attend the funeral. "Immediate family" is defined as: father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents and grandchildren. Leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave.

### **6.8 Jury Duty.**

U.S. citizens have a civic obligation to provide jury duty service when called. All employees will be allowed time off to perform such civic service as required by law. Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the company during such week.

By state law, an employee may not be required to use annual, sick, or vacation leave to provide jury duty service.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required.

### **6.9 Voting Time.**

Employees who are registered voters and whose workday begins less than two hours after polls open or ends less than three hours before polls close may take two hours off work with pay to vote in any local, state, and national election. The employer may decide when voting hours are taken.

### **6.10 Military Leave.**

Military leaves are available to eligible employees who enter the Uniformed Services of the United States, including the National Guard and the Commissioned Corps of the Public Health Service, or the state military forces, or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine one's fitness for duty in any of the federal military forces. Such leave will be granted in accordance with the New Mexico state and federal laws, provided all legal requirements are satisfied and the employee returns to work or applies for reemployment within the time prescribed by law. The employee must provide advance notice of the need for leave whenever possible. The employee should give the employee's supervisor as much advance notice as possible to allow the Company to make arrangements to cover his or her position.

Employees on federal military leave may be entitled to continue health insurance benefits, at the employee's expense, for up to twenty-four months from the date of military departure.

### **6.11 Military Family Leave.**

Employees with a spouse or registered domestic partner serving in the United States Armed Forces, National Guard or Reserves, may take up to ten (10) days of unpaid leave when their spouse or domestic partner is on a leave from deployment during a military conflict. In order to be eligible for this leave, the employee must work an average of at least 20 hours per week and have a spouse or domestic partner who is either (1) a member of the United States Armed Forces deployed during a military conflict to a designated combat theatre or combat zone; or (2) a member of the National Guard who has been deployed during a period of military conflict; or (3) a member of the Military Reserves who has been deployed during a period of military conflict. Eligible employees are required to notify the Company of their intention to take such leave within 2 days of receiving official notice that the spouse or domestic partner will be on a qualified leave and provide documentation certifying that the spouse or domestic partner will be on leave from deployment during the time the leave is requested.

## **At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook**

**Employee:** \_\_\_\_\_

I acknowledge that I have been provided with a copy of the Lubricar, Inc. (the "Company") Employee Handbook, which contains important information on the Company's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

By: \_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
\_\_\_\_\_

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