

OCEAN DETAILING USA  
MANAGEMENT, INC.

EMPLOYEE HANDBOOK

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## INTRODUCTION

(Este “Manual para Empleados” esta disponible en espanol a peticion del empleado.)

Congratulations on joining the team at Ocean Detailing USA Management, Inc. We strive to maintain an environment where each member of our team can reach his or her full potential. We believe our continued success is due in large part to the good efforts of our people. Their talent, skills, honesty, and dedication are key to keeping our customers and clients satisfied.

This handbook summarizes some of our employment policies and benefits. It is an excellent reference tool for you. Take the time to read it and acquaint yourself with your responsibilities. If there are any discrepancies between this handbook and any other representations of Ocean Detailing USA Management, Inc. the handbook will govern. Although we strive to update and modify this handbook, we do reserve the right to change or rescind particular policies, benefits, or procedures with or without notice. Finally, be aware that employment at the Company is at will, and for no specified time. Either you or we can terminate this relationship at any time.

Very best wishes for success and, once again, Welcome!

## POLICIES

### A. EQUAL EMPLOYMENT

Ocean Detailing USA Management, Inc. (the “Company”) is an Equal Employment Opportunity Employer. The Company makes all decisions regarding employees on the basis of personal competence and potential for advancement without regard for race, religion, color, national origin, gender, ancestry, sex, age, marital status, physical impairment, disability, medical condition, sexual orientation, veteran status, or other non-job related factors prohibited by applicable Federal, State or local laws.

Opportunity for employment with the Company depends solely on qualification and performance. The Company’s policy of equal employment opportunity and non-discrimination extends to recruitment, training, employment, advancement and promotion, compensation and benefits administration, training and development, and other personnel actions.

### B. EMPLOYMENT AT WILL

Employment with the Company is at will. Both the Company and the employee reserve the right to terminate the employment relationship at any time, with or without notice, and with or without cause. No employment relationship, other than at will, may be created between the Company and any employee unless provided in writing and signed by the president of the Company.

### C. AMERICANS WITH DISABILITIES ACT

The Company complies with the Americans with Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The Company also provides reasonable accommodation for such individuals in accordance with these laws.

If you suffer from, or believe you may suffer from any mental, physical or other form of disability, please notify the Company prior to your first day of employment so the appropriate accommodations can be made. If you develop a disability after you are employed, please notify the Company at any time if you need any accommodation. **ALL REQUESTS FOR ACCOMMODATIONS MUST BE MADE IN WRITING.**

### D. HARASSMENT

Harassment of our employees will not be tolerated. It is illegal to harass others on the basis of their sex, race, gender, color, national origin, religion, marital status, citizenship, disability, and other personal characteristics. Harassment includes derogatory remarks about such characteristics, jokes, and other verbal, physical and visual behavior. Sexual harassment is also prohibited.

Disciplinary action will be taken if any of the following occur:

- Any type of harassment
- Unwelcome sexual advances
- Requests for sexual acts or favors
- Abusing the dignity of an employee through insulting or degrading remarks or conduct
- Threats, demands, or suggestions that an employee's work status is contingent upon his/her toleration of, or acquiescence to, sexual advances
- Creating an intimidating, hostile, or offensive working environment by conduct of a sexual nature
- Interfering with an individual's work performance by conduct of a sexual nature
- Retaliation against any employee for complaining about such behavior

Any employee who feels harassed should speak to their supervisor, or if the supervisor is not the appropriate individual, then the Company's President or Human Resources. All complaints will be investigated and promptly handled. There should be no fear of retaliation for the employee who reported the harassment.

Appropriate corrective action, up to and including discharge, may be taken to remedy all violations of this policy. The instigating or spreading of rumors regarding harassment will not be tolerated.

We want all employees to know that they are not required to endure insulting or degrading treatment. This policy applies not only to conduct at the workplace, but as well to Company functions or events occurring outside of the typical workplace.

#### E. SCREENING AND SELECTION PROCEDURE

The Company's success hinges on ensuring that the right people are selected for the right job at the right time. Therefore, each candidate that is considered for a position within the Company goes through a screening and selection process. This process potentially includes employment applications, interviews, pre-employment tests and examinations, drug-tests, and background checks.

Background checks may include investigating an applicant's previous employment history, personal references, and educational background. It may also include reviewing an applicant's credit report and criminal background, if any. In conducting a background check the Company will comply with the Federal Fair Credit Reporting Act as well as any applicable state laws. Job applicants may also be asked to sign certain authorization and release forms. The Company reserves the right to exclude any applicant from consideration for employment where the applicant refuses to sign such forms as requested.

## F. DATING POLICY

The Company recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes or misunderstandings, and potential sexual harassment claims, Managers are not permitted to date or engage in sexual relationships with subordinate employees. Violation of this policy may result in discipline, including termination. Furthermore, coworkers are strongly discouraged from dating or pursuing romantic or sexual relationships with each other or with dealership employees.

## G. DRUG AND ALCOHOL ABUSE

The Company strives to maintain a safe and productive work environment. The Company considers the abuse of drugs or alcohol to be unsafe and counterproductive actions that can endanger the employees and others while adversely affecting the quality and level of our services. Therefore, it is the policy of the Company to maintain a workplace free from use of illegal drugs, abuse of legal or prescription drugs, and abuse of alcohol. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense. It is a standard of conduct of employees of the Company that employees will not use illegal drugs, abuse legal or prescription drugs, or abuse alcohol. The Company will not tolerate substance abuse. An employee noticeable impaired is unable to properly perform required duties and will not be allowed to work. Management may request an impaired employee to take a drug or alcohol test when there is suspicion of violating the Company policy.

## H. SMOKING

The Company maintains a smoke free work environment. Employees are not permitted to smoke inside building facilities at any time or within automobiles of any kind belonging to the Company or being serviced in any way by the Company.

## I. MOBILE PHONES, BLUETOOTH DEVICES, AND OTHER HAND-HELD ELECTRONIC DEVICES

The Company strictly prohibits the use of cellular phones with or without Bluetooth devices, and other hand-held electronic devices during working hours for personal use. All personal phone calls must be reserved for an employee's break, lunch or nonworking hours. In case of an emergency, please advise your supervisor or manager. Any violation of this policy will result in disciplinary action.

# COMPENSATION

## A. EMPLOYMENT CATEGORIES

- Regular Full-Time: Employees regularly scheduled to work at least twenty-five (25) hours per week.
- Regular Part-Time: Employees regularly scheduled to work less than twenty-five (25) hours per week. Part time employees are ineligible for Company benefits, if any.
- Temporary: Employees that have been hired for a specific period of time or to complete a specific task or project. Temporary employees are ineligible for Company benefits, if any.
- Exempt: Employees whose job duties are exempt from the overtime provisions of Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Exempt employees are salaried employees who are involved in the management and supervision of other employees.
- Non-Exempt: Employees whose job duties are not exempt from the overtime provisions of Federal and State Wage and Hour Laws.

## B. WORKING HOURS AND SCHEDULES

The Company is open for business seven days a week. Each employee will be assigned a work schedule based on their position and business needs.

All non-exempt employees are required to take an unpaid 30-minute to 1 hour meal period in approximately the middle of the workday during all workdays in excess of six hours. During the unpaid break the employee must clock out in the computer system. They are free from duties during this period and may leave the work site at their discretion. Non-exempt employees must also take a paid 10-minute rest period for each four hours of work or major portion thereof as scheduled by their manager.

## C. TIMEKEEPING PROCEDURES

The Company utilizes an electronic time-keeping system. Employees must become familiar with our time-keeping program. All employees must clock in and out at the beginning, lunch break, and end of shift. Employees are responsible for ensuring all hours worked are properly recorded. If you forget to clock in or out immediately notify your supervisor or our office at (561) 688-1777 so the appropriate adjustment may be made.

#### D. OVERTIME

Occasionally employees will be required to work overtime due to business necessity. While every effort will be made to provide reasonable advance notice, it is not always possible. Non-exempt employees who are required to work overtime shall be paid in accordance with applicable State and Federal Wage and Hour Laws. Unless prior written approval is obtained from your manager, no overtime is to be worked. Employees who work unauthorized overtime or fail to work scheduled overtime following advanced notice may be subject to disciplinary measures.

#### E. PAYMENT OF WAGES

All employees will be paid on a bi-weekly basis. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the next business day. Paychecks will not, under any circumstances, be given to any person other than the employee without a prior written agreement between the Company and the employee. The Company does not hold any beginning wages; employees are paid in full for the two week period worked. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request. It is the employees responsibility to review the pay stub for accuracy and report any errors to management immediately.

#### F. OVERVIEW OF RULES AND REGULATIONS

The Company has established certain guidelines to reflect good business practices. It is not our intention to restrict your personal rights, but rather to create an efficient and effective workplace.

You are expected to be:

- On time and alert at work
- Careful and conscientious in performance of duties
- Thoughtful and considerate of others
- Courteous, helpful, and cooperative, when dealing with customers, clients, vendors, partners and with other employees

#### G. ABSENTEEISM AND TARDINESS

If you are unable to report to work due to an unforeseen event, you must contact the supervisor or manager the day prior to your scheduled work and in no case later than 7:00 A.M. the day you are scheduled to work. Absences and lateness will require an explanation. If for any reason, an early departure is expected, you must notify the supervisor or manager in advance. Furthermore, you must notify the supervisor or manager of any medical appointments or other justifiable absences a minimum of three (3) days in advance of the anticipated absence. What qualifies as a "justifiable absence" is subject to the Company's complete discretion.



## H. GARNISHMENT OF WAGES

Garnishment of wages results when an unpaid creditor has taken a matter to court and obtained a court ordered right to attach your wages. A garnishment allows for creditors to collect part of an employee's pay and to do so directly from the Company. Although the Company does not wish to become involved in an employee's private matters, we are compelled by law to administer the court's orders. Employees are encouraged to resolve such matters privately and avoid the Company's involvement in this mutually unpleasant situation.

## I. WAGE DEDUCTION

The Company reserves the right to deduct from an employee's wages any amounts for damages suffered by the Company caused or attributable to the employee. Damages include monetary damages, physical damages, insurance premium deductible amounts, or any other form of damage incurred by the Company or its vendors, clients, agent, affiliates or any other related entity. Employee negligence, theft, or other acts or omissions causing damages to the Company are the responsibility of the employee. The Company will, to the extent permitted by the law, deduct those amounts equal to the damages incurred by the Company from the wages the employee earns after the damage was incurred. By signing the Employee Handbook acknowledgment and agreement, employee acknowledges and consents to this policy.

## J. RESIGNATION

Any employee at any time is free to terminate their employment with or without notice.

## K. TERMINATION BY THE COMPANY

Employment at the Company is for no specified time, regardless of length of service. Just as you are free to leave for any reason, we assume the same right to end our relationship with you at any time, with or without notice, for any reason not prohibited by law. Anyone terminated for misconduct, violation of the Company's policies or procedures, dishonesty, breach of confidentiality, or unethical behavior, waives all notice and accrued benefits.

## L. APPEARANCE AND UNIFORMS

The nature of our business requires frequent public contact. It is therefore expected that you will at all times convey maturity and professionalism in your physical appearance and verbal demeanor. Every position requires the use of the Company T-Shirt or Polo that must be purchased through the Company at the employee's expense. Instructions to purchase the pants and shoes are in the Welcome packet. You are expected to have clean and neat uniforms. Any employee who does not wear the required uniform will be sent home without pay and may receive a counseling notice.

## BENEFITS

### A. MEDICAL INSURANCE

Full-Time employees are eligible to join the Company's HMO Medical Health Plan after 60 days of employment. Avmed is currently the Medical Health provider for the Company. Interested employees may contact Human Resources for more information.

### B. HOLIDAYS

Due to the nature of the Company's business, there are no recognized or paid holidays.

### C. VACATION

At this time the Company does not provide paid vacation to employees. Employees may request unpaid vacation time in advance to their manager and must be given approval. Failure to return on the day specified after approval or taking time without receiving permission will result termination.

### D. LEAVE OF ABSENCE

A leave of absence is an extended absence from work without pay and without loss of employment. A written request for a leave of absence, providing a full explanation of the circumstances, should be presented to the Company at least four weeks prior to the start date of the leave of absence. Failure to report to work after the expiration of the leave of absence, without approval, will be considered a voluntary termination of employment.

### E. BONUS

At its sole and absolute discretion, the Company may issue a bonus to its employees. This bonus will be based solely on merit, not on length of service.