

# HURST STORES

## NEW HIRE PACKET CHECKLIST

Employee Name: \_\_\_\_\_ Hire Date: \_\_\_\_\_

### **To be Completed by Manager:**

- Payroll Change Notice
- Form I-9, Section 2 (*Review and verification of documents for work eligibility must be completed by client designee with 3 business days of employee's first day of employment. Do not send copies of identification to HR.*)

### **To be Completed by Employee:**

- New Employee Data Form
- Employment Agreement
- Form W-4
- Form I-9, Section 1 (*Employee must complete no later than the first day of employment.*)
- Direct Deposit Authorization
- Drug Policy Consent Form
- Acknowledgement of Employee Handbook
- Employee Acknowledgement of Workers' Compensation Network
- Wage Deduction Authorization Agreement
- Anti-Harassment & Non-Discrimination Policy
- Internet & Email Acceptable Use Policy
- Conceal Carry Policy

### **Employee Received and Retained:**

- Employee Handbook Summary
- Store organization chart and contact information
- Payroll calendar
- Company contact list
- Copies of signed paperwork

### **Submission Instructions**

**Please Complete and Return this  
To Human Resources**

Via email at [panderson@hurststores.com](mailto:panderson@hurststores.com)

Or via fax: 435-628-3380

**Must be submitted 5 days prior to 1<sup>st</sup> Payroll**

# HURST STORES

## NEW EMPLOYEE DATA FORM

**Directions:**

On the date of hire, the new employee completes the fields in the employee data area.

On-site the Manager completes the employee race / ethnicity area by visual observation if the employee has not self-identified.

**Employee Data:**

Employee Name: First Middle Last <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Social Security Number:		
Home Address: Street	City	State	Zip Code
Date of Birth:	Home Phone Number:	Cell Phone number:	Personal Email:

**Emergency Contact Data:**

Emergency Contact:	Relationship to Employee:		
Emergency Contact Address: Street	City	State	Zip Code:
Primary Phone Number:	Secondary Phone Number:	Email:	

**Voluntary Self-Identification Data:**

*The employer may be subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights laws and regulations. In order to comply with these laws, the employer invites employees to voluntarily self-identify their race or ethnicity, veteran or handicapped status, and sex and marital status. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual.*

Race or Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Two or more races	Marital Status: <input type="checkbox"/> Divorced <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Widowed	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
Veteran Status: <input type="checkbox"/> I belong to the following classifications of protected veterans (Choose all that apply): <input type="checkbox"/> Disabled Veteran <input type="checkbox"/> Recently Separated Veteran: Military Discharge Date (MM/DD/YYYY) _____ <input type="checkbox"/> Active Duty Wartime or Campaign Badge Veteran <input type="checkbox"/> I am a protected veteran, but I choose not to self-identify the classifications to which I belong <input type="checkbox"/> I am NOT a protected veteran.		
<input type="checkbox"/> I do not wish to Self-Identify		
Signature: _____		
Date Completed: _____ Signature: _____		

# HURST STORES

## EMPLOYMENT AGREEMENT

Your employment with Hurst Stores, Inc. and/or Hurst Company (HS/HC) is on an at-will basis, and is for no stated or definite period. This means that either you or HS/HC are free to end the employment relationship for any reason or no reason, and with or without advance notice, as long as there is no violation of applicable federal or state law.

If you have a written employment contract with HS/HC that contract will continue to apply to your employment relationship with HS/HC. If your written contract with HS/HC provides for your employment on some basis other than at-will, then this at-will provision will **not** modify your contract with HS/HC.

### **Harassment**

If you are aware of any possible harassment or discrimination (whether directed at you or someone else) you are required to immediately report it to HS/HC.

### **Overtime**

You must immediately contact HS/HC if your paycheck does not correctly include all pay or compensation that you believe you are owed. You are responsible for ensuring that your time is complete and accurate, and correctly shows all yours actually worked. While you are required to obtain pre-approval to work overtime hours, any overtime hours actually worked (whether pre-approved or not) must still be reported.

### **Accurate Information**

I represent that all information I provided on any forms or other documents filled out in connection with my employment, and all information provided in any interview, is complete, true and correct. I have withheld nothing that would, if disclosed, affect my employment relationship unfavorably or might lead a reasonable employer to make further inquiry to decide against hiring. I understand that if I am employed and any such information is later found to be false or incomplete in any respect, I may be dismissed.

I understand it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete the Form I-9,

### **Drug Testing**

Cooperation with drug and alcohol testing is a condition of employment and/or continued employment. Drug and alcohol testing is required as part of pre-employment screening and may be required randomly, based on reasonable suspicion or after an on-the-job accident or injury. Failure to submit to screening or failure to reasonably cooperate with screening tests will result in termination of employment. Positive test results may result in discipline up to and including termination of employment.

### **Changes**

No implied, oral or written agreement contrary to the express language of this Agreement are valid unless they are in writing and signed by the President-General Merchandise Manager or Chief Financial Officer of HS/HC, as appropriate. No supervisor or representative of HS/HC, other than the President-General Merchandise Manager has any authority to make any agreements contrary to this agreement for at-will employment. This agreement takes the place of all prior and contemporaneous agreements, representations, and understandings between employee and HS/HC.

*If you have any questions regarding this statement, please call HS/HC at 1-435-673-6143 x 288 before signing. By signing, you acknowledge that you have read and understood this agreement.*

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT AND AGREEMENT**

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SS#

# Form W-4 (2018)

**Future developments.** For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** You may claim exemption from withholding for 2018 if **both** of the following apply.

- For 2017 you had a right to a refund of **all** federal income tax withheld because you had **no** tax liability, **and**
- For 2018 you expect a refund of **all** federal income tax withheld because you expect to have **no** tax liability.

If you're exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2018 expires February 15, 2019. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

## General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2018 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2018. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

**Filers with multiple jobs or working spouses.** If you have more than one job at a time, or if you're married and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Other Income Worksheet on page 3 or the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to find out if you should adjust your withholding on Form W-4 or W-4P.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

## Specific Instructions

### Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

#### Line C. Head of household please note:

Generally, you can claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

**Line E. Child tax credit.** When you file your tax return, you might be eligible to claim a credit for each of your qualifying children. To qualify, the child must be under age 17 as of December 31 and must be your dependent who lives with you for more than half the year. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse, during the year.

**Line F. Credit for other dependents.** When you file your tax return, you might be eligible to claim a credit for each of your dependents that don't qualify for the child tax credit, such as any dependent children age 17 and older. To learn more about this credit, see Pub. 505. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total income includes all of

----- Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records. -----

<b>Form W-4</b> Department of the Treasury Internal Revenue Service		<b>Employee's Withholding Allowance Certificate</b>		OMB No. 1545-0074 <span style="font-size: 2em; font-weight: bold;">2018</span>
<b>▶ Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b>				
1 Your first name and middle initial		Last name		2 Your social security number
Home address (number and street or rural route)			3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note:</b> If married filing separately, check "Married, but withhold at higher Single rate."	
City or town, state, and ZIP code			4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. <input type="checkbox"/>	
5	Total number of allowances you're claiming (from the applicable worksheet on the following pages)			5
6	Additional amount, if any, you want withheld from each paycheck			6 \$
7 I claim exemption from withholding for 2018, and I certify that I meet <b>both</b> of the following conditions for exemption. <ul style="list-style-type: none"> <li>• Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability, <b>and</b></li> <li>• This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability.</li> </ul> If you meet both conditions, write "Exempt" here . . . . . ▶				
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (This form is not valid unless you sign it.) ▶				Date ▶
8 Employer's name and address (Employer: Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)			9 First date of employment	10 Employer identification number (EIN)

your wages and other income, including income earned by a spouse, during the year.

**Line G. Other credits.** You might be able to reduce the tax withheld from your paycheck if you expect to claim other tax credits, such as the earned income tax credit and tax credits for education and child care expenses. If you do so, your paycheck will be larger but the amount of any refund that you receive when you file your tax return will be smaller. Follow the instructions for Worksheet 1-6 in Pub. 505 if you want to reduce your withholding to take these credits into account.

### **Deductions, Adjustments, and Additional Income Worksheet**

Complete this worksheet to determine if you're able to reduce the tax withheld from your paycheck to account for your itemized deductions and other adjustments to income such as IRA contributions. If you do so, your refund at the end of the year will be smaller, but your paycheck will be larger. You're not required to complete this worksheet or reduce your withholding if you don't wish to do so.

You can also use this worksheet to figure out how much to increase the tax withheld from your paycheck if you have a large amount of nonwage income, such as interest or dividends.

Another option is to take these items into account and make your withholding more accurate by using the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App). If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

### **Two-Earners/Multiple Jobs Worksheet**

Complete this worksheet if you have more

than one job at a time or are married filing jointly and have a working spouse. If you don't complete this worksheet, you might have too little tax withheld. If so, you will owe tax when you file your tax return and might be subject to a penalty.

Figure the total number of allowances you're entitled to claim and any additional amount of tax to withhold on all jobs using worksheets from only one Form W-4. Claim all allowances on the W-4 that you or your spouse file for the highest paying job in your family and claim zero allowances on Forms W-4 filed for all other jobs. For example, if you earn \$60,000 per year and your spouse earns \$20,000, you should complete the worksheets to determine what to enter on lines 5 and 6 of your Form W-4, and your spouse should enter zero ("-0-") on lines 5 and 6 of his or her Form W-4. See Pub. 505 for details.

Another option is to use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to make your withholding more accurate.

**Tip:** If you have a working spouse and your incomes are similar, you can check the "Married, but withhold at higher Single rate" box instead of using this worksheet. If you choose this option, then each spouse should fill out the Personal Allowances Worksheet and check the "Married, but withhold at higher Single rate" box on Form W-4, but only one spouse should claim any allowances for credits or fill out the Deductions, Adjustments, and Additional Income Worksheet.

### **Instructions for Employer**

**Employees, do not complete box 8, 9, or 10. Your employer will complete these boxes if necessary.**

**New hire reporting.** Employers are

required by law to report new employees to a designated State Directory of New Hires. Employers may use Form W-4, boxes 8, 9, and 10 to comply with the new hire reporting requirement for a newly hired employee. A newly hired employee is an employee who hasn't previously been employed by the employer, or who was previously employed by the employer but has been separated from such prior employment for at least 60 consecutive days. Employers should contact the appropriate State Directory of New Hires to find out how to submit a copy of the completed Form W-4. For information and links to each designated State Directory of New Hires (including for U.S. territories), go to [www.acf.hhs.gov/programs/css/employers](http://www.acf.hhs.gov/programs/css/employers).

If an employer is sending a copy of Form W-4 to a designated State Directory of New Hires to comply with the new hire reporting requirement for a newly hired employee, complete boxes 8, 9, and 10 as follows.

**Box 8.** Enter the employer's name and address. If the employer is sending a copy of this form to a State Directory of New Hires, enter the address where child support agencies should send income withholding orders.

**Box 9.** If the employer is sending a copy of this form to a State Directory of New Hires, enter the employee's first date of employment, which is the date services for payment were first performed by the employee. If the employer rehired the employee after the employee had been separated from the employer's service for at least 60 days, enter the rehire date.

**Box 10.** Enter the employer's employer identification number (EIN).

**Personal Allowances Worksheet (Keep for your records.)**

- A** Enter "1" for yourself . . . . . **A** \_\_\_\_\_
- B** Enter "1" if you will file as married filing jointly . . . . . **B** \_\_\_\_\_
- C** Enter "1" if you will file as head of household . . . . . **C** \_\_\_\_\_
- D** Enter "1" if: {
  - You're single, or married filing separately, and have only one job; or
  - You're married filing jointly, have only one job, and your spouse doesn't work; or
  - Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.
 } **D** \_\_\_\_\_
- E** **Child tax credit.** See Pub. 972, Child Tax Credit, for more information.
  - If your total income will be less than \$69,801 (\$101,401 if married filing jointly), enter "4" for each eligible child.
  - If your total income will be from \$69,801 to \$175,550 (\$101,401 to \$339,000 if married filing jointly), enter "2" for each eligible child.
  - If your total income will be from \$175,551 to \$200,000 (\$339,001 to \$400,000 if married filing jointly), enter "1" for each eligible child.
  - If your total income will be higher than \$200,000 (\$400,000 if married filing jointly), enter "-0-" . . . . . **E** \_\_\_\_\_
- F** **Credit for other dependents.**
  - If your total income will be less than \$69,801 (\$101,401 if married filing jointly), enter "1" for each eligible dependent.
  - If your total income will be from \$69,801 to \$175,550 (\$101,401 to \$339,000 if married filing jointly), enter "1" for every two dependents (for example, "-0-" for one dependent, "1" if you have two or three dependents, and "2" if you have four dependents).
  - If your total income will be higher than \$175,550 (\$339,000 if married filing jointly), enter "-0-" . . . . . **F** \_\_\_\_\_
- G** **Other credits.** If you have other credits, see Worksheet 1-6 of Pub. 505 and enter the amount from that worksheet here . . . **G** \_\_\_\_\_
- H** Add lines A through G and enter the total here . . . . . **H** \_\_\_\_\_

For accuracy, **complete all worksheets that apply.**

- If you plan to **itemize** or **claim adjustments to income** and want to reduce your withholding, or if you have a large amount of nonwage income and want to increase your withholding, see the **Deductions, Adjustments, and Additional Income Worksheet** below.
- If you **have more than one job at a time** or are **married filing jointly and you and your spouse both work**, and the combined earnings from all jobs exceed \$52,000 (\$24,000 if married filing jointly), see the **Two-Earners/Multiple Jobs Worksheet** on page 4 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 above.

**Deductions, Adjustments, and Additional Income Worksheet**

- Note:** Use this worksheet *only* if you plan to itemize deductions, claim certain adjustments to income, or have a large amount of nonwage income.
- 1** Enter an estimate of your 2018 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income. See Pub. 505 for details . . . . . **1** \$ \_\_\_\_\_
  - 2** Enter: {
    - \$24,000 if you're married filing jointly or qualifying widow(er)
    - \$18,000 if you're head of household
    - \$12,000 if you're single or married filing separately
 } . . . . . **2** \$ \_\_\_\_\_
  - 3** **Subtract** line 2 from line 1. If zero or less, enter "-0-" . . . . . **3** \$ \_\_\_\_\_
  - 4** Enter an estimate of your 2018 adjustments to income and any additional standard deduction for age or blindness (see Pub. 505 for information about these items) . . . . . **4** \$ \_\_\_\_\_
  - 5** **Add** lines 3 and 4 and enter the total . . . . . **5** \$ \_\_\_\_\_
  - 6** Enter an estimate of your 2018 nonwage income (such as dividends or interest) . . . . . **6** \$ \_\_\_\_\_
  - 7** **Subtract** line 6 from line 5. If zero, enter "-0-". If less than zero, enter the amount in parentheses . . . **7** \$ \_\_\_\_\_
  - 8** **Divide** the amount on line 7 by \$4,150 and enter the result here. If a negative amount, enter in parentheses. Drop any fraction . . . . . **8** \_\_\_\_\_
  - 9** Enter the number from the **Personal Allowances Worksheet**, line H above . . . . . **9** \_\_\_\_\_
  - 10** **Add** lines 8 and 9 and enter the total here. If zero or less, enter "-0-". If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1, page 4. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 . . . . . **10** \_\_\_\_\_

**Two-Earners/Multiple Jobs Worksheet**

**Note:** Use this worksheet *only* if the instructions under line H from the **Personal Allowances Worksheet** direct you here.

- 1** Enter the number from the **Personal Allowances Worksheet**, line H, page 3 (or, if you used the **Deductions, Adjustments, and Additional Income Worksheet** on page 3, the number from line 10 of that worksheet) . . . . . **1** \_\_\_\_\_
  - 2** Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you're married filing jointly and wages from the highest paying job are \$75,000 or less and the combined wages for you and your spouse are \$107,000 or less, don't enter more than "3" . . . . . **2** \_\_\_\_\_
  - 3** If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet . . . . . **3** \_\_\_\_\_
- Note:** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.
- 4** Enter the number from line 2 of this worksheet . . . . . **4** \_\_\_\_\_
  - 5** Enter the number from line 1 of this worksheet . . . . . **5** \_\_\_\_\_
  - 6** **Subtract** line 5 from line 4 . . . . . **6** \_\_\_\_\_
  - 7** Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . . . . **7** \$ \_\_\_\_\_
  - 8** **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . . **8** \$ \_\_\_\_\_
  - 9** **Divide** line 8 by the number of pay periods remaining in 2018. For example, divide by 18 if you're paid every 2 weeks and you complete this form on a date in late April when there are 18 pay periods remaining in 2018. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . . . . **9** \$ \_\_\_\_\_

Table 1				Table 2			
Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$5,000	0	\$0 - \$7,000	0	\$0 - \$24,375	\$420	\$0 - \$7,000	\$420
5,001 - 9,500	1	7,001 - 12,500	1	24,376 - 82,725	500	7,001 - 36,175	500
9,501 - 19,000	2	12,501 - 24,500	2	82,726 - 170,325	910	36,176 - 79,975	910
19,001 - 26,500	3	24,501 - 31,500	3	170,326 - 320,325	1,000	79,976 - 154,975	1,000
26,501 - 37,000	4	31,501 - 39,000	4	320,326 - 405,325	1,330	154,976 - 197,475	1,330
37,001 - 43,500	5	39,001 - 55,000	5	405,326 - 605,325	1,450	197,476 - 497,475	1,450
43,501 - 55,000	6	55,001 - 70,000	6	605,326 and over	1,540	497,476 and over	1,540
55,001 - 60,000	7	70,001 - 85,000	7				
60,001 - 70,000	8	85,001 - 90,000	8				
70,001 - 75,000	9	90,001 - 100,000	9				
75,001 - 85,000	10	100,001 - 105,000	10				
85,001 - 95,000	11	105,001 - 115,000	11				
95,001 - 130,000	12	115,001 - 120,000	12				
130,001 - 150,000	13	120,001 - 130,000	13				
150,001 - 160,000	14	130,001 - 145,000	14				
160,001 - 170,000	15	145,001 - 155,000	15				
170,001 - 180,000	16	155,001 - 185,000	16				
180,001 - 190,000	17	185,001 and over	17				
190,001 - 200,000	18						
200,001 and over	19						

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and

U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You aren't required to provide the information requested on a form that's subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be

retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

**I attest, under penalty of perjury, that I am (check one of the following boxes):**

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9:          An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____  <b>OR</b>          2. Form I-94 Admission Number: _____  <b>OR</b>          3. Foreign Passport Number: _____          Country of Issuance: _____</p>	
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           QR Code - Section 1            Do Not Write In This Space         </div>	

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code







**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

**Section 2. Employer or Authorized Representative Review and Verification**

*(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")*

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

**Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.**

**The employee's first day of employment (mm/dd/yyyy):** \_\_\_\_\_ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

**Section 3. Reverification and Rehires** *(To be completed and signed by employer or authorized representative.)*

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

**C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.**

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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## LISTS OF ACCEPTABLE DOCUMENTS

### All documents must be UNEXPIRED

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	AND	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security</li> </ol>

**Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**

# HURST STORES

## DIRECT DEPOSIT FORM

**Instructions:**

- Use this form to add, change, or cancel a direct deposit.
- Determine where you want your paycheck deposited. You may deposit your paycheck in one, two, or three account(s).
- For an existing checking account – please attach a photocopy of a personal check with the word “void” written on it.
- For a savings account – please attach a deposit slip.

<b>Account #1</b>	<b>Bank Name:</b>
<b>Type of Account</b> <input type="checkbox"/> Checking <input type="checkbox"/> Savings	<b>Routing Number:</b> _____ <b>Account #</b> _____
<b>Account #2</b>	<b>Bank Name:</b>
<b>Type of Account</b> <input type="checkbox"/> Checking <input type="checkbox"/> Savings	<b>Routing Number:</b> _____ <b>Account #</b> _____
<b>Account #3</b>	<b>Bank Name:</b>
<b>Type of Account</b> <input type="checkbox"/> Checking <input type="checkbox"/> Savings	<b>Routing Number:</b> _____ <b>Account #</b> _____

I hereby authorize and request Hurst Stores/Hurst Company to initiate deposit entries to my account(s) at the financial institutions listed above. In the event that Hurst deposits funds erroneously into my account, I authorize Hurst to debit my account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until Hurst has received written notice from me of termination in such time and in such manner as to afford Hurst a reasonable opportunity to act on it.

**Employee Information**

<b>Employee Name:</b>	<b>Last 4 digits of Soc. Sec. No:</b>
<b>Signature:</b>	<b>Date:</b>

**ATTACH YOUR PERSONAL CHECK(S) MARKED  
“VOID”  
OR  
SAVINGS DEPOSIT SLIP HERE**

# HURST STORES

## DRUG & ALCOHOL TESTING POLICY

### I. General Statement

Hurst Stores Inc. (the Company) believes that alcohol and illegal drugs in the work place are unhealthy and dangerous, not only to the employee involved, but to other employees as well. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol and illegal drugs are prohibited on the Company premises, in company vehicles, or in employee vehicles while on company time.

The Company believes that a healthy and productive work force, safe working conditions free from the effects of drugs and alcohol, and maintenance of the quality of products produced and services rendered by the Company are important, not only to the Company, but also to the employees and the general public. The abuse of drugs and alcohol creates a variety of work place problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, increased work place theft, decreased employee morale, decreased productivity, and a decline in the quality of products and services.

Therefore, the Company hereby adopts this Policy for testing employees and prospective employees as related to drugs and alcohol in the work place.

### II. Definitions

For the purposes of this policy:

- A. "Alcohol" means alcoholic beverages and any other intoxicating substances.
- B. "Illicit drugs" and "drugs" used in this policy refer to and include all drugs, paraphernalia, controlled substances, or mood or mind altering inhalants, any of which were not prescribed by a licensed physician/dentist for the person taking or in possession of the drug or substance, or which have not been used as prescribed or directed.
- C. "Drug Paraphernalia" means objects used to manufacture, compound, convert, produce, process, prepare, test, analyze, pack, store, contain, conceal, and/or to inject, ingest, inhale, or otherwise introduce a drug into the human body.
- D. "Employee" means any person in the service of the Company for compensation of any kind.
- E. "Prospective employee" means any person who has made application for employment with the Company and to whom the company has offered employment, conditioned upon the results of a drug and alcohol test.
- F. "Sample" means urine or breath.
- G. "Conviction" means a finding of guilt (including a plea of no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal statutes.
- H. "Criminal Drug Statute" means a Federal or State criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

- I. “MDC” means Medical Drug Consultant, charged with reviewing and interpreting positive test results and determining any alternate medical explanations.
- J. “Drug Policy Coordinator” is the Hurst Stores Inc. employee specifically designated to administer the Drug and Alcohol Testing Policy and through whom any procedures, or disciplinary or rehabilitative action regarding this policy, must be reviewed and approved.

### **III. Testing**

It is the policy of the Company to test employees and prospective employees for the presence of drugs or alcohol, according to the provisions set forth below, as a condition of hire or continued employment. Any employee or prospective employee failing or refusing to take the test will not be eligible for employment, or if employed, may be subject to termination. The Company shall consider as negative all confirmed positive drug and alcohol test results with a medically sufficient explanation.

- A. The Company shall require the testing of employees and prospective employees, up to and including management on a periodic basis, under the following circumstances and purposes:
  1. **Initially** - All employees currently employed working 8 hours or more per week as of the date of the inception of this policy shall be tested. Any employee testing positive for drugs and or alcohol will have 30 (thirty) days in which to produce a negative drug test. No current employee will be terminated on the first test. After the 30 (thirty) day period, employees with a positive test are subject to “Company Action” Section IV. The company shall require each employee to understand this policy and sign the acknowledgment form, acknowledging that they have had an opportunity to review the policy, ask questions, and agree to abide by its terms as a condition of continued employment. The signed acknowledgment shall be kept in each employee’s personnel file.
  2. **Pre-Employment Testing** - All prospective employees shall be tested for drug or alcohol usage prior to being placed for employment. All job applicants shall be informed of the policy at the pre-employment interview. A copy of this policy shall be available for review by all job applicants. All prospective employees shall be required, prior to being hired by the company, to sign the acknowledgment form, agreeing to abide by the terms of this policy. The Company will exclude from employment any job applicant or prospective employee who refuses to abide by the terms of this policy. Any prospective employee whose pre-employment drug and alcohol test results in a confirmed positive and who does not have a medically sufficient explanation (as determined in the sole, but reasonable, discretion of the MDC), may reapply for employment with the Company after six months from the date of such test. If the Company hires a prospective employee, he or she must have first successfully passed the above-referenced pre-employment drug and alcohol test, and thereafter he or she will be subject to all the procedures and requirements for drug and alcohol testing as set forth in this policy.

In addition, any employee who has taken an extended leave of absence of six months or longer must be retested under this section before returning to work.

3. **Reasonable Suspicion (For Cause) Testing** - Supervisors and managers shall be trained to look for behaviors that may indicate drug or alcohol usage. These behaviors include, but are not limited to: direct observation of drug or alcohol use, drug paraphernalia, abnormal or erratic behavior such as accidents, stealing, or repeated errors on the job, or unsatisfactory time and attendance patterns, any of which are coupled with a specific contemporaneous event that indicates probable drug or alcohol use. An employee will be required to provide a urine sample, as

defined below, when such reasonable suspicion arises and at least one supervisor or manager, and the designated Drug Policy Coordinator, concur that a reasonable suspicion of drug or alcohol use exists. The decision to test for drug or alcohol use by an employee is based on specific contemporaneous, physical, behavioral, and/or performance indicators. Once the authorized supervisors have determined that a reasonable suspicion exists, testing is done immediately.

4. **Return to Duty Testing** - If the Company returns to duty an employee after he or she has voluntarily sought rehabilitation for drug or alcohol abuse and has successfully completed rehabilitation, such employee shall be entered into a program of unannounced drug or alcohol testing. Such employees shall be subject to the program of unannounced drug and alcohol testing for a predetermined period of time at the sole discretion of management.
  5. **Post Accident Testing** - Post accident testing will be conducted on employees whose performance either contributed to an accident, or cannot be completely discounted as contributing to the accident. Such testing will occur as soon as possible, but not later than twelve hours after an accident has occurred. The immediate supervisor and the department manager of such employee, in association with the Drug Policy Coordinator, shall determine if the performance of that employee either contributed to the accident or cannot be completely discounted as a contributing factor.
  6. **Random Testing** - Random testing will be performed monthly on a percentage of all employees, who will be randomly selected and given minimal advance notice. Random testing is done on employees who are under no suspicion, but specifically to satisfy the random criteria. The purpose of random testing is to be a deterrent to all employees for drug or alcohol abuse. The means of random selection shall be confidential.
- B. Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees, and shall be deemed work time for purposes of compensation and benefits for current employees.
  - C. Individuals will be tested on company premises or sent to an outside clinic or testing facility licensed to perform such tests.
  - D. The Company shall pay all costs of testing and transportation associated with a test required by the Company.
  - E. All sample collection and testing shall be performed according to the following conditions:
    1. The collection of samples shall be performed under reasonable and sanitary conditions.
    2. Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
    3. The collection of samples shall be documented, and the documentation procedures shall include labeling of samples, to reasonably preclude the probability of erroneous identification of test results. An opportunity shall be provided for the employee or prospective employee to provide notification of any information that he or she considers to be relevant to the test, including identification of currently or recently used prescriptions or non-prescription drugs, or other relevant medical information.

4. Sample collection, storage, and transportation to the place of testing shall be performed so as to reasonably preclude the probability of sample contamination or adulteration.
5. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing will include verification or confirmation of any positive test result by gas chromatography/mass spectrometry before the results of any test will be used as a basis for any action by the company.
6. A test result shall be considered as positive, and an employee shall be considered "under the influence" if the test result equals or exceeds the following measurement criteria:

Test Cutoff Levels (Ng/mL)

Marijuana.....	50
Cocaine .....	300
Opiates .....	2,000*
Phencyclidine.....	25
Amphetamines.....	1000
Alcohol.....	0.04%

\*Test for 6-AM when morphine concentrations exceeds 2,000 Ng/ml

To obtain accurate and reliable test results, the employee or prospective employee must not dilute the urine sample by the ingestion of excess fluids (hereinafter referred to as an "Excess Fluids Sample") before providing the sample. A urine sample shall be considered an Excess Fluids Sample if (1) the test results indicate that the urine sample contains creatinine levels less than .2g/L and a specific gravity of less than 1.003 and (2) there is no medically sufficient explanation for such excess fluids, which explanation must be judged as satisfactory to the MDC in his/her sole but reasonable discretion. If a urine sample provided by a prospective employee or an employee is determined after appropriate testing to be an Excess Fluids Sample, the prospective employee or employee shall, at the company's discretion, be required to provide another urine sample (the "Second Sample") at a time that is within the sole discretion of the Company. Otherwise, testing will be subject to terms and conditions of this policy. In the event the Second Sample is determined after appropriate testing to be an Excess Fluids Sample, the prospective employee shall not be offered employment with the Company and the employee shall be subject to "Company Action" as set forth in Section IV, A-E of this policy.

In addition, when any sample that is deemed by the collector at the time of collection to be temperature out-of-range, or to have been adulterated, the prospective employee shall not be hired; the current employee shall immediately produce a second specimen for testing. If he or she refuses to provide a second specimen, or if the second specimen is deemed by the collector to also have been adulterated or temperature out-of-range, he or she shall be subject to "Company Action".

**IV. Company Action**

Upon receipt of a verified or confirmed positive drug or alcohol test result, which indicates a violation of this policy, upon the refusal of any employee or prospective employee to provide a sample, or upon the donor supplying a temperature out of range, adulterated or excessive fluid

sample, the Company may use that test result or refusal as the basis for disciplinary or rehabilitative actions, which may include, but not be limited to, the following:

- A. A requirement that the employee enrolls in a company-approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, as a condition of future employment. Rehabilitation will be done at employees' expense.
- B. Suspension of the employee with or without pay for a period of time.
- C. Termination of employment.
- D. Refusal to hire a prospective employee.
- E. Any other disciplinary measures in conformance with the Company's practices, policies, or procedures.

#### **V. Confidentiality**

- A. All information, interviews, reports, statements, memoranda, or test results received by the Company, through this drug and alcohol-testing program, are confidential communications. They are not to be used or received as evidence, obtained in discovery or disclosed in any public or private proceeding, except in a proceeding related to an action taken by the Company under Section IV, or in defense of any action brought against the Company, or as required by law.
- B. The information described in paragraph VA shall be the property of the Company.
- C. The Company is entitled to use a drug or alcohol test result as a basis for action under Section IV.

#### **VI. Miscellaneous Conditions**

- A. Employees who possess, dispense, manufacture, or distribute alcohol, drugs or drug paraphernalia on company premises, or on company time, may be subject to disciplinary action, including termination.
- B. Employees undergoing prescribed medical treatment with a drug that may alter physical or mental abilities must report this to their supervisor.
- C. A copy of the Company's Drug and Alcohol Testing Policy shall be made available and posted for all employees, and all employees shall be required to acknowledge understanding the policy. Copies shall be made available to prospective employees.
- D. This policy applies to management as well as other employees.
- E. Any employee convicted of violating a criminal drug statute must notify the personnel office within five days of conviction. The Company may take appropriate disciplinary or rehabilitative actions as set forth in Section IV, as a consequence.
- F. Employees wishing assistance with overcoming drug or alcohol abuse may contact their supervisor or the Drug Policy Coordinator for information about counseling and rehabilitation programs.



**VII. Work Place Rules**

- A. An employee or prospective employee shall be considered to be “under the influence” of drugs, alcohol or a controlled substance if the results of the employee’s, or prospective employee’s, drug or alcohol test equals or exceeds the measurement criteria set forth in Section III.E.6.
- B. No employee may possess, use, distribute, or be under the influence of alcohol on the premises, or in the Company’s vehicles, or in an employee’s vehicle while on company time.
- C. No employee may manufacture, distribute, dispense, possess, use, or be under the influence of drugs or a controlled substance on the Company’s premises, in the Company’s vehicles, or in an employee’s vehicle while on company time, except in cases involving a current, prescribed prescription or over-the-counter drugs.

**VIII. Searches**

Based on reasonable suspicion indicating the likelihood of the presence of alcohol or illicit drugs on Company property, management has the right to conduct searches of areas including, but not limited to:

- Desks
- Toolboxes
- Lockers
- Lunch bags/boxes
- Garments
- Purses
- Backpacks
- Briefcases
- Vehicles on Company property; however, the search of automobiles will be limited to areas exposed to public view through the windows.

**IX. Drug and Alcohol Policy Not a Contract**

This Drug and Alcohol Testing Policy is the unilateral action of the Company and does not constitute an express or implied contract with any person affected by or subject to the policy. Neither this policy nor any action taken pursuant to this policy assures or guarantees employment or any terms of employment to any person for any period of time. The Company may alter, terminate or make exceptions to this policy at any time, at the Company’s sole discretion. Any substantive or material change in this policy will be communicated with the employees who will be given the opportunity to question, understand, and accept such a change. This policy does not limit or alter the Company’s right to terminate any employee at any time for any reason.

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT AND AGREEMENT**

<b>SIGNATURE OF EMPLOYEE</b>	<b>DATE</b>	<b>SS#</b>

# HURST STORES

## EMPLOYEE ACKNOWLEDGEMENT OF WORKERS' COMPENSATION NETWORK

Hurst is committed to providing a safe and healthy workplace for our employees. Preventing injuries and illnesses is a primary objective. However, in the event of an on-the-job accident or injury Hurst provides comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

If an employee is injured, we will use our return to work process to provide assistance. We will get immediate, appropriate medical attention for employees who are injured on the job and will attempt to create opportunities for them to return to safe, productive work as soon as medically possible.

Our ultimate goal is to return injured employees to their original jobs. If an injured employee is unable to perform all the tasks of the original job, we will make every effort to provide alternative productive work that meets the injured employee's capabilities.

### **I have received information that tells me how to get health care under Workers' Compensation Insurance.**

If I am hurt on the job and live in the service area described in this information, I understand that:

- 1. If I need emergency care, I may go anywhere.**
- For non-emergency care, Hurst Stores / Hurst Company prefers injured employees be seen first at the following locations:

#### **Hurst General Store – St. George**

Intermountain WorkMed  
3385 N 3050 E  
St. George, UT 84790  
(435) 251-2630  
Hours: M-F 8:30 AM – 5:30 PM

#### **Timberline Ace Hardware – Heber City**

Heber Valley Hospital  
1485 US 40  
Heber City, UT  
(435) 654-2500  
Instacare Hours: 7 days a week, 8:00 AM – 8:00 PM

#### **Ace Hardware & Sports Center – Cedar City**

Intermountain WorkMed  
962 Sage Dr.  
Cedar City, UT 84720  
(435) 865-3460  
Hours: M-F 9:00 AM – 5:00 PM

#### **4<sup>th</sup> South Ace Hardware – Salt Lake City**

Intermountain WorkMed  
1685 W 200 S  
West Valley, UT 84119  
(801) 972-8850  
Hours: M-F 7:30 AM – 7:30 PM

- If I prefer, I may see my primary care provider for my injury.
- The insurance carrier will pay the treating doctor and other network providers.

I understand that it is my responsibility to report my injury **IMMEDIATELY** to my supervisor, and to complete a claim form as soon as it is feasibly possible.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEES NAME PLEASE PRINT

# HURST STORES

## WAGE DEDUCTION AUTHORIZATION AGREEMENT

I understand and agree that Hurst Stores (the Company), may deduct money from my pay from time to time for reasons that fall into the following categories:

1. My share of the premiums for the Company's group medical/dental plan;
2. Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the Company;
3. Installment payments on loans or wage advances given to me by the Company, and if there is a balance remaining when I leave the Company, the balance of such loans or advances;
4. Installment payments on loans based upon store credit that I use for my own personal purchases, including the value of merchandise or services that I purchase or have purchased for personal, non-business reasons using my employee charge account or credit card, an account or credit card assigned to another employee, or a general company account or credit card, regardless of whether such purchase was authorized, and if there is a balance remaining when I leave the Company, the balance of such store credit or charges;
5. If I receive an overpayment of wages for any reason, repayment to the Company of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless the Company and I agree in writing to a series of smaller deductions in specified amounts);
6. The cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the Company during my employment (except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage, or, if I am a salaried exempt employee, reduce my salary below its predetermined amount)\*;
7. Administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
8. If I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from the Company before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered;
9. The value of any time off for absences to which paid leave is not applied (except in the case of those who are paid a fixed salary for fluctuating workweeks, non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial-day deductions are specifically allowed under federal law); and
10. If my employer pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under the applicable Company benefit plan, the amount of such payments made by the Company, such payments being an advance of future wages payable to me.

I agree that the Company may deduct money from my pay under the above circumstances, or if any of the above situations occur. I further understand that the Company has stated its intention to abide by all applicable federal and Utah wage and hour laws and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate Utah and federal agencies.

---

Signature of Employee

Date

---

Employee's Name - Printed

---

Company Representative

Date

# HURST STORES

## ANTI-HARASSMENT & NON-DISCRIMINATION POLICY

Hurst Stores/Hurst Company strives to maintain a workplace that fosters mutual employee respect and promotes professional conduct as well as harmonious, productive working relationships. Our organization believes that **discrimination, harassment, and retaliation in any form constitute misconduct** that undermines the integrity of the employment relationship. All employees should be able to enjoy a work environment free from all forms of discrimination, including but not limited to sexual and other illegal harassment.

Hurst's policy prohibits conduct that constitutes unlawful harassment, discrimination, and retaliation by supervisors, managers and co-workers, as well as by third-parties such as vendors or customers. This prohibition includes harassment based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender, gender identity, gender expression, national origin or ancestry (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), physical and/or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and/or veteran status, or any other basis protected by federal, state or local law or ordinance or regulation. This policy also prohibits discrimination, harassment, disrespectful or unprofessional conduct 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.

All such conduct violates Hurst's policy.

In addition, Hurst Stores/Hurst Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

No supervisor, co-worker, or other person shall cause a Hurst employee to be in jeopardy of losing a job or promotion, be subject to adverse action or retaliation, or otherwise be placed in an intimidating, hostile, or offensive working environment, as the result of being subjected to rejecting, or reporting sexual harassment. No person shall promise or grant favored treatment in hiring, promotion, discipline, or other employment decision, to an individual on the condition that such individual participate in or tolerate otherwise unwelcome sexual behavior. Hurst Stores/Hurst Company will take preventative, corrective and disciplinary action for any behavior that violates this policy. Disciplinary action up to and including termination will be imposed for unlawful behavior.

### **SCOPE:**

This policy applies to all employees throughout the organization and to all individuals who may have contact with any employee of this organization such as vendors, customers, and independent contractors. It applies during normal working hours, at work related or sponsored functions, and while traveling on work related business. There will be no recriminations for anyone who in good faith alleges illegal harassment.

### **DEFINITIONS:**

The term "harassment" is used in this policy to refer to both sexual and other forms of harassment. Below are definitions of sexual and other forms of harassment, as well as

examples of conduct that may constitute harassment. (These lists are examples only; they are not all-inclusive.)

1. **Sexual Harassment** – Sexual harassment is unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct pertaining to a person's sex (including pregnancy, childbirth, breastfeeding or related medical conditions), and/or of a sexual nature when submission to such conduct:
  - a. Is made a condition of employment.
  - b. Is made the basis for employment decisions; or
  - c. Unreasonably interferes with an individual's ability to perform their job duties or otherwise creates an offensive or hostile working environment.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire. Examples of conduct which may result in sexual harassment may include, but are not necessarily limited to, the following:

- Verbal - unwelcome conduct such as the use of suggestive, derogatory, or vulgar comments; the use of sexual innuendo or slurs; making unwanted sexual advances, invitations, or comments; pestering for dates; making threats; propositions, threats, or suggestive or insulting sounds; inappropriate e-mail; and/or spreading rumors about or rating others as to their sexual activity or performance.
- Visual/Non-Verbal - unwelcome conduct such as the display of sexually suggestive and/or derogatory objects, pictures, posters, written material, cartoons, or drawings; the use of graffiti and/or computer generated images of a sexual nature; and/or the use of graphic commentaries, obscene gestures or leering.
- Physical - unwelcome conduct such as unwanted touching, pinching, kissing, patting, or hugging; the blocking of, or interfering with normal movement; stalking; assault; battery; and/or physical interference with work or study directed at an individual because of the individual's sex, sexual orientation, or gender.
- Threats, demands, or pressure to submit to sexual requests in order to keep a job or job standing or to avoid other loss, and/or offers of benefits in return for sexual favors.

2. **Other Forms of Harassment** – In addition to sexual harassment, other forms of prohibited harassment include offensive comments or conduct pertaining to a person's sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender, gender identity, gender expression, national origin or ancestry (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), physical and/or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and/or veteran status, association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state or local law or ordinance or regulation. Such conduct may include, but is not limited to:

- Making gestures, threats, derogatory comments, or slurs that may be offensive to individuals in a particular group
- Bullying behavior that is threatening, intimidating, verbally abusive or results in other disruptive actions in the workplace
- Displaying derogatory objects, photographs, cartoons, calendars, or posters
- Sending messages by letters, notes, electronic mail, or telephone that may be offensive to individuals in a particular group
- Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

## **STANDARDS, GUIDELINES, PROCEDURES, AND WORK RULES**

### **1. PROHIBITED DISCRIMINATION AND HARASSMENT**

Hurst Stores/Hurst Company prohibits discrimination harassment, and/or retaliation in any form that is based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct 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. We strive and expect all employees to maintain a workplace that fosters mutual employee respect and promotes harmonious, productive working relationships. This policy also prohibits coworkers, third parties, supervisors, and managers with whom employees come into contact from engaging in conduct prohibited under law and FEHA regulations.

- 2. REASONABLE ACCOMMODATIONS** - Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Hurst Stores/Hurst Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Hurst Stores/Hurst Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. Hurst Stores/Hurst Company will engage in an interactive process with the employee to identify possible accommodations, if any that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a Hurst Stores/Hurst Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will

not impose an undue hardship, Hurst Stores/Hurst Company will make the accommodation. Hurst Stores/Hurst Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

3. **MANAGER/SUPERVISOR RESPONSIBILITY** - Each supervisor and manager has a responsibility to keep the workplace free of any form of harassment, and in particular, sexual harassment. No supervisor or manager is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment. Further, supervisors and managers are required to report any complaints of violations of the policy to Human Resources or another person in the company so that a prompt internal investigation may occur.
4. **RESPONSIBILITY TO REPORT INAPPROPRIATE CONDUCT** - Any employee who feels he/she has become aware of, observes, or who has been subjected to any form of harassment and/or discrimination by a manager, supervisor, employee, volunteer, unpaid intern, or non-employee through his/her actions or words has a responsibility to report or make a complaint about the situation as soon as possible.
  - The employee should make the report or complaint about that conduct to his/her immediate supervisor, another member of management, or to Human Resources within three calendar days of the offense or otherwise as soon as practicable.
  - Employees are not required to approach the person who is harassing and/or discriminating against them, and they may bypass any offending member of management to report such conduct.
  - When making a complaint of harassment or discrimination, you will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.
  - Supervisors will refer all complaints involving harassment or other prohibited conduct to the human resources department, or to the appropriate investigative officer. Hurst Stores/Hurst Company will immediately undertake an effective, thorough and objective investigation of the allegations.

**Additional Resources:** You also should be aware that the Federal Equal Employment Opportunity Commission and the Utah Antidiscrimination and Labor Division investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency:

- Equal Employment Opportunity Commission (EEOC) - The EEOC may be contacted by consulting the government agency listings in your local phone book
- Utah Antidiscrimination and Labor Division - The Utah Employment Discrimination Section staff is available to talk with you by telephone or in-person away from the work location.

All information will be handled in an appropriate manner. The nearest office is listed in the telephone book.

5. **INVESTIGATION OF COMPLAINTS** - The supervisor, other manager, or HR representative to whom the harassment or discrimination is reported is obligated take



the necessary steps to ensure that a prompt, fair, timely, thorough, and objective investigation of the alleged discrimination and/or harassment claim is properly initiated. Hurst Stores/Hurst Company will reach reasonable conclusions based on the evidence collected. Hurst Stores/Hurst Company will maintain confidentiality to the extent possible. However, Hurst Stores/Hurst Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know. Hurst Stores/Hurst Company will not allow the goal of confidentiality to be a deterrent to an effective investigation. Hurst Stores/Hurst Company will ensure that:

- Impartial and timely investigations will be conducted by qualified personnel, and will be documented and tracked to ensure that reasonable progress is being made.
- Appropriate due process will be given for the complainant, witnesses, and the accused.
- A reasonable conclusion will be made based on the evidence collected, and appropriate options for remedial actions and resolutions will be considered.
- A timely resolution of each complaint will be reached and the results of the investigation will be communicated in a timely manner to the employee and other concerned parties with a business need to know.

6. **CORRECTIVE AND DISCIPLINARY ACTION** – If through the investigatory process Hurst Stores/Hurst Company determines that harassment or other prohibited conduct has occurred; effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by Hurst Stores/Hurst Company to be responsible for harassment or other prohibited conduct will be subject to appropriate corrective and/or disciplinary action, up to, and including termination. The corrective action issued will be proportional to the severity of the conduct. The alleged harasser's employment history and any similar complaints of prior unlawful discrimination and/or harassment will be taken into consideration. Hurst Stores/Hurst Company also will take appropriate action to deter future misconduct. Any employee determined by Hurst Stores/Hurst Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including possible termination of employment. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

7. **RETALIATION PROHIBITED** - Hurst Stores/Hurst Company prohibits retaliation of any kind against employees or others covered by this policy, who, in good faith, report harassment and/or discrimination, participate in an investigation, or who otherwise assist in investigating such complaints. If an employee feels he/she has been subjected to any form of retaliation, the employee should report that conduct to his/her immediate supervisor, another member of management, or Human Resources within three calendar days of the offense. Employees are not required to approach the person who is retaliating against them, and they may bypass any offending member of management. Any employee determined to have retaliated against such employees will be subject to discipline, up to and including immediate termination of employment.

8. **MAKING FALSE AND MALICIOUS COMPLAINTS PROHIBITED** - Knowingly filing a groundless and malicious complaint is also prohibited, and will subject such an employee to appropriate disciplinary action up to and including possible termination of employment. If after investigating any complaint of unlawful discrimination, Hurst

Stores/Hurst Company determines that an employee intentionally provided false information regarding the complaint, appropriate disciplinary action may be taken against the one who gave false information.

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT AND AGREEMENT**

**EMPLOYEE NAME (please print):** \_\_\_\_\_

**SIGNATURE**

**DATE**

# HURST STORES

## INTERNET AND EMAIL ACCEPTABLE USE POLICY

Voicemail, email, and internet usage assigned to an employee's computer or telephone extensions are solely for the purpose of conducting Hurst Stores/Hurst Company (HS/HC) business. Employees should NOT use a password, access a file or retrieve any stored communication without authorization.

Some job responsibilities at HC/HS require access to the internet and the use of software in addition to the Microsoft Office suite of products.

Only people appropriately authorized, for Company purposes, may use the internet to access and download additional software. This authorization is generally exclusive to decisions that the Administration department makes in conjunction with each manager.

### **Software Access Procedure**

Software needed, in addition to the Microsoft Office suite of products, must be authorized by your manager and downloaded by an IT specialist or person designated by the Administration department. If you need access to software or websites not currently on HS/HC network, talk with your manager and consult with the Administration department to explain what returns you expect to receive from the product.

All reasonable requests that are not considered a network risk will be considered for you and other employees. The purpose of this policy is not to restrict employee access to products that will make you more productive. The goal is to minimize the risk to the organization's network.

### **Company Owned Equipment**

Any device or computer including, but not limited to, desk phones, smartphones, tablets, laptops, desktop computers, and iPads that HS/HC provides for your use, should only be used for Company business. Keep in mind that the HS/HC owns the devices and the information in these devices. If you leave HS/HC for any reason, HS/HC will require that you return the equipment on your last day of work.

You may use personal electronic devices that are not connected to the HS/HC network to access any appropriate internet site during breaks and lunch.

### **Internet Usage**

Internet use, on Company time, using company-owned devices that are connected to the HS/HC network, is authorized to conduct Company business only. Internet use brings the possibility of breaches of the security of confidential Company information.

Internet use also creates the possibility of contamination to our system via viruses or spyware. Spyware allows unauthorized people, outside of HS/HC, potential access to Company passwords and other confidential information.

Removing such programs from the HS/HC network requires IT staff to invest time and attention that is better devoted to making technological progress. For this reason, and to assure the use of work time appropriately for work, we ask staff members to limit internet use.

Additionally, under no circumstances may Company owned computers or other electronic equipment, including devices owned by the employee, be used on Company time at work to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related internet sites. Doing so can lead to disciplinary action up to and including termination of employment.

### **Social Media**

We understand that part of what you do in social media is outreach that recruits new employees and customers and enhances our Company brand. Many employees have social media responsibilities in their job description including the social media marketers, tech support, and recruiters.

We also understand that the relationship of our employees to an online world that you spend time in 24/7 can lead to the blurring of work time and off work time. We strongly encourage you to limit the use of social media to work-related content and outreach during work hours.

Additionally, you are prohibited from sharing any confidential or protected information that belongs to or is about HS/HC. You are strongly encouraged not to share disparaging information that places your Company or coworkers in an unfavorable light.

HS/HC's reputation and brand should be protected by all employees. The lives and actions of your coworkers should never be shared online. Please note the preferences of fellow employees who are parents before you use the name of their children online.

In social media participation from work devices or during working hours, social media content that discriminates against any protected classification including age, race, color, religion, gender, national origin, disability, or genetic information is prohibited.

It is our company policy to also recognize sexual preference and weight as qualifying for discrimination protection. Any employee, who participates in social media, who violates this policy will be dealt with according to the HS/HC harassment policy.

### **Email Usage at HS/HC**

Email is also to be used for Company business only. Company confidential information must not be shared outside of HS/HC, without authorization, at any time. You are also not to conduct personal business using HS/HC computer or email.

Please keep this in mind, also, as you consider forwarding non-business emails to associates, family or friends. Non-business related emails waste company time and attention.

Viewing pornography, or sending pornographic jokes or stories via email, is considered sexual harassment and will be addressed according to our sexual harassment policy. Immediate termination is the most frequent disciplinary action that HS/HC may take in these cases.

### **Emails That Discriminate**

Any email content that discriminates against any protected classification including age, race, color, religion, sex, national origin, disability, or genetic information is prohibited. It is our company policy to also recognize sexual preference and weight as qualifying for discrimination protection. Any employee who sends an email that violates this policy will be dealt with according to the harassment policy.

These emails are prohibited at HS/HC. Sending or forwarding non-business emails will result in disciplinary action that may lead to employment termination.

### **Company Owns Employee Email**

Keep in mind that HS/HC owns any communication sent via email or that is stored on company equipment. Management and other authorized staff have the right to access any material in your email or on your computer at any time. Please do not consider your electronic communication, storage or access to be private if it is created or stored on work systems.

If you need additional information about the meaning of any of this communication, please reach out to your manager or the Human Resources staff for clarification.

# HURST STORES

## CONCEALED CARRY POLICY

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### Zero Tolerance

Hurst Stores will not tolerate any threats or acts of violence in the workplace.

### Carrying of Weapons

As a component of workplace violence prevention, Hurst Stores does not prohibit the carrying of concealed weapons **by any employee who has a license to do** so while on Company property. **Any employee who carries a concealed weapon in the workplace must notify the Human Resources Department and must show the Human Resources Department his or her license to carry the concealed weapon.** Any employee who carries a concealed weapon in the workplace must keep the weapon within his or her possession at all times. Employees are not allowed to leave such weapons unattended, for example in a desk drawer, and are not allowed to give the weapon to any other individual. While individuals who have a license to carry a concealed weapon are allowed to keep such a weapon in their personal vehicles, the weapons must be kept in a locked and secure location in the vehicle.

Weapons allowed to be carried concealed include handguns, knives, electric weapons, and billy clubs. Weapons that are prohibited include any other type of gun besides a handgun, explosives, and other items with the potential to inflict harm. No weapon is allowed to be carried if not concealed. Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy.

No employee is allowed to carry any weapon in the workplace or on Hurst business while drinking alcohol, while under the influence of alcohol or drugs, or while taking any medication that may impair an employee's motor skills or judgment.

### Reporting Violence

It is everyone's business to prevent violence in the workplace. You can help by reporting what you see in the workplace that could indicate that a co-worker is in trouble or is posing a threat. You are in a better position than management to know what is happening with those you work with.

You are encouraged to report any incident that may involve a violation of any of the Company's policies that are designed to provide a violence-free workplace environment. Concerns may be presented to your supervisor. Your report will remain confidential.

The Company will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination of employees. Where such actions involve non-employees, the Company will take action appropriate for the circumstances. Where appropriate and/or necessary, the Company will also take whatever legal actions are available and necessary to stop the conduct and protect the Company's employees and property.

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SIGNATURE

DATE

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EMPLOYEES NAME PLEASE PRINT