

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 annie@hurststores.com

Or via fax: 435-628-3380

Must be submitted 5 days prior to 1st Payroll

PAYROLL CHANGE NOTICE

EMPLOYEE NAME:	
EMPLOYEE #:	
HIRE DATE:	LAST DATE WORKED:

CHANGES:	FROM	TO:	EFFECTIVE DATE:
NEW HIRE			
TERMINATION			
LEAVE OF ABSENCE			
DEPARTMENT			
POSITION			
RATE OF PAY			
HEALTH INSURANCE			
DENTAL REIMBURSE			
401(K)			
HSA			
OTHER _____			

REASON FOR CHANGES: CHECK ALL THAT APPLY		
LAY OFF	UNACCEPTABLE PERFORMANCE	PROMOTION
RESIGNATION	UNACCEPTABLE CONDUCT	DEMOTION
RETIREMENT	UNACCEPTABLE ATTENDANCE	MERIT INCREASE
TERM FOR CAUSE	PERSONAL REASONS	TRANSFER
BETTER POSITION	LACK OF WORK	PROBATIONARY PERIOD COMPLETED
COMMENTS:		
ELIGIBLE FOR REHIRE?	YES	NO
COMMENTS:		
LAST RAISE DATE:	LAST RAISE AMOUNT:	
DOES THIS PAY RATE FALL WITHIN POSITION PAY BANDS?	YES	NO
IF NO, WHY OR WHY NOT?		

AUTHORIZED BY:	DATE:
APPROVED BY JASON HURST	DATE:

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				Social Security Number:	
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.					
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	
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Veteran Status:

I belong to the following classifications of protected veterans (Choose all that apply):
 Disabled Veteran
 Recently Separated Veteran: Military Discharge Date (MM/DD/YYYY) _____
 Active Duty Wartime or Campaign Badge Veteran
 I am a protected veteran, but I choose not to self-identify the classifications to which I belong
 I am NOT a protected veteran.

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#

Instructions to Complete W-4

Upon starting a new job, one form you will be required to file is the W-4, also known as the Employee's Withholding Certificate. It's one of the most important tax documents you will complete, as it informs your employer of the correct amount of federal taxes to withhold from your paycheck.

How to file a W-4 form in 5 Steps

Step 1: Enter your personal information

The first step is filling out your name, address, and Social Security number. The IRS states that if the name you enter on the form is different from the information found on your Social Security card, you will need to contact the Social Security Administration to ensure you receive credit for your earnings.

For your tax filing status, check only one of the three boxes.

- Single or Married Filing Separately.
- Married filing jointly or Qualifying widow(er).
- Head of household (for taxpayers who are single and pay more than half the costs of keeping up their home for themselves and a qualifying individual).

Step 2: Multiple jobs or spouse works

The second step applies only if you have more than one job at the same time or are married filing jointly and you and your spouse both work. If one of these scenarios applies to you, then you have three options:

- Use the [IRS's Tax Withholding Estimator tool](#) which most accurately calculates the additional tax you need to have withheld. Apply these withholdings in step 4C of your W-4.
- Use the IRS's [Multiple Jobs Worksheet](#), located on page 3 of the W-4 if you and/or your spouse work either two or three jobs at the same time. After filling out the worksheet, enter this amount into 4C on your W-4.
- If you and/or your spouse work a total of only two jobs, you can simply check the box located at 2C of the form (you must also check the box on the W-4 form of your other job as well). By checking the box, your standard deduction and tax brackets will be cut in half for each job to calculate withholding. According to the IRS, this option is somewhat accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.

Step 3: Claim dependents

If you have dependents, the IRS has a [tool that can help you determine](#) who you can claim as a dependent. You can only claim dependents if your income is under \$200,000 or under \$400,000 if you are married filing jointly.

If you have children under 17 years of age, multiply the number of children you have by \$2,000. If, for example, you have three children under 17, enter \$6,000 in the first blank. If you have

other qualified dependents, you can multiply the number of them by \$500. Enter this amount in the second blank of the third section.

Step 4: Factor in additional income and deductions

The fourth step, which is optional, accounts for other adjustments you can make. There are three parts in this step.

- Other income (not from jobs): You can include other income you receive not related to jobs such as interest, dividends and retirement income.
- Deductions: If you plan to claim itemized deductions (other than standard deductions) to lower your tax liability, fill out the worksheet on page 3.
- Extra withholding: You can withhold additional tax from your paychecks for each pay period, including any amounts from the Multiple Jobs Worksheet. You can designate a specific amount for withholding, like an extra \$10 from your paychecks.

Step 5: Sign and file with your employer

Once you've reviewed your form and verified that the data you provided is correct, simply sign and date it and return it to your employer.

What to keep in mind when completing your Form W-4

You can change information on your W-4 as needed. If you start a new job and you're making the same pay, for example, you can check the box on 2C for both of these jobs.

If your household finances change, and you become responsible for paying most of the bills, you can change your status to head of household which entitles you to higher standard deductions resulting in lower tax liability.

What's more, when you complete your W-4, it doesn't go to the IRS but instead to your employer who will keep the form on file for at least four years. The IRS, however, reviews withholdings, so it's important to complete your W-4 form correctly, or you could end up with a higher tax bill.

Claiming exempt

Some taxpayers might also qualify for exempt status. If, for example, you had no tax liability for the previous year, or for this year, you can claim exempt status on your W-4. Doing so indicates to your employer to refrain from withholding any of your pay for federal taxes. If you choose this option, you will have to fill out a W-4 form each year by Feb. 15 (or by the first business day after if the 15th falls on a weekend) to maintain your exempt status.

Employee's Withholding Certificate

2021

▶ **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**
▶ **Give Form W-4 to your employer.**
▶ **Your withholding is subject to review by the IRS.**

Step 1: Enter Personal Information	(a) First name and middle initial	Last name	(b) Social security number
	Address		▶ Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly or Qualifying widow(er) <input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, when to use the estimator at www.irs.gov/W4App, and privacy.

Step 2: Multiple Jobs or Spouse Works

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Use the estimator at www.irs.gov/W4App for most accurate withholding for this step (and Steps 3–4); **or**

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; **or**

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld ▶

TIP: To be accurate, submit a 2021 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependents	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
	Multiply the number of qualifying children under age 17 by \$2,000 ▶ \$ _____		
	Multiply the number of other dependents by \$500 ▶ \$ _____		
	Add the amounts above and enter the total here	3	\$ _____
Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income	4(a)	\$ _____
	(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here	4(b)	\$ _____
	(c) Extra withholding. Enter any additional tax you want withheld each pay period	4(c)	\$ _____

Step 5: Sign Here

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

▶ _____ ▶ _____
Employee's signature (This form is not valid unless you sign it.) **Date**

Employers Only	Employer's name and address	First date of employment	Employer identification number (EIN)

General Instructions

Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505, Tax Withholding and Estimated Tax.

Exemption from withholding. You may claim exemption from withholding for 2021 if you meet both of the following conditions: you had no federal income tax liability in 2020 **and** you expect to have no federal income tax liability in 2021. You had no federal income tax liability in 2020 if (1) your total tax on line 24 on your 2020 Form 1040 or 1040-SR is zero (or less than the sum of lines 27, 28, 29, and 30), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2021 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 15, 2022.

Your privacy. If you prefer to limit information provided in Steps 2 through 4, use the online estimator, which will also increase accuracy.

As an alternative to the estimator: if you have concerns with Step 2(c), you may choose Step 2(b); if you have concerns with Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c). If this is the only job in your household, you may instead check the box in Step 2(c), which will increase your withholding and significantly reduce your paycheck (often by thousands of dollars over the year).

When to use the estimator. Consider using the estimator at www.irs.gov/W4App if you:

1. Expect to work only part of the year;
2. Have dividend or capital gain income, or are subject to additional taxes, such as Additional Medicare Tax;
3. Have self-employment income (see below); or
4. Prefer the most accurate withholding for multiple job situations.

Self-employment. Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay these taxes through withholding from your wages, use the estimator at www.irs.gov/W4App to figure the amount to have withheld.

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

Step 1(c). Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

Step 2. Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work.

Option **(a)** most accurately calculates the additional tax you need to have withheld, while option **(b)** does so with a little less accuracy.

If you (and your spouse) have a total of only two jobs, you may instead check the box in option **(c)**. The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is roughly accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



Multiple jobs. Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

Step 3. This step provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 972, Child Tax Credit and Credit for Other Dependents. You can also include **other tax credits** in this step, such as education tax credits and the foreign tax credit. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

Step 4 (optional).

Step 4(a). Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

Step 4(b). Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2021 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

Step 4(c). Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

Step 2(b) – Multiple Jobs Worksheet (Keep for your records.)



If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on only ONE Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job.

Note: If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables; or, you can use the online withholding estimator at www.irs.gov/W4App.

- 1 Two jobs. If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, skip to line 3
2 Three jobs. If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
a Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a
b Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b
c Add the amounts from lines 2a and 2b and enter the result on line 2c
3 Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc.
4 Divide the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in Step 4(c) of Form W-4 for the highest paying job (along with any other additional amount you want withheld)

Step 4(b) – Deductions Worksheet (Keep for your records.)



- 1 Enter an estimate of your 2021 itemized deductions (from Schedule A (Form 1040)). Such deductions may 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
2 Enter: { \$25,100 if you're married filing jointly or qualifying widow(er); \$18,800 if you're head of household; \$12,550 if you're single or married filing separately }
3 If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. If line 2 is greater than line 1, enter "-0-"
4 Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040)). See Pub. 505 for more information
5 Add lines 3 and 4. Enter the result here and in Step 4(b) of Form W-4

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 with no other entries on the form; 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 are not required to provide the information requested on a form that is 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.

Married Filing Jointly or Qualifying Widow(er)

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$190	\$850	\$890	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,100	\$1,870	\$1,870
\$10,000 - 19,999	190	1,190	1,890	2,090	2,220	2,220	2,220	2,220	2,300	3,300	4,070	4,070
\$20,000 - 29,999	850	1,890	2,750	2,950	3,080	3,080	3,080	3,160	4,160	5,160	5,930	5,930
\$30,000 - 39,999	890	2,090	2,950	3,150	3,280	3,280	3,360	4,360	5,360	6,360	7,130	7,130
\$40,000 - 49,999	1,020	2,220	3,080	3,280	3,410	3,490	4,490	5,490	6,490	7,490	8,260	8,260
\$50,000 - 59,999	1,020	2,220	3,080	3,280	3,490	4,490	5,490	6,490	7,490	8,490	9,260	9,260
\$60,000 - 69,999	1,020	2,220	3,080	3,360	4,490	5,490	6,490	7,490	8,490	9,490	10,260	10,260
\$70,000 - 79,999	1,020	2,220	3,160	4,360	5,490	6,490	7,490	8,490	9,490	10,490	11,260	11,260
\$80,000 - 99,999	1,020	3,150	5,010	6,210	7,340	8,340	9,340	10,340	11,340	12,340	13,260	13,460
\$100,000 - 149,999	1,870	4,070	5,930	7,130	8,260	9,320	10,520	11,720	12,920	14,120	15,090	15,290
\$150,000 - 239,999	2,040	4,440	6,500	7,900	9,230	10,430	11,630	12,830	14,030	15,230	16,190	16,400
\$240,000 - 259,999	2,040	4,440	6,500	7,900	9,230	10,430	11,630	12,830	14,030	15,270	17,040	18,040
\$260,000 - 279,999	2,040	4,440	6,500	7,900	9,230	10,430	11,630	12,870	14,870	16,870	18,640	19,640
\$280,000 - 299,999	2,040	4,440	6,500	7,900	9,230	10,470	12,470	14,470	16,470	18,470	20,240	21,240
\$300,000 - 319,999	2,040	4,440	6,500	7,940	10,070	12,070	14,070	16,070	18,070	20,070	21,840	22,840
\$320,000 - 364,999	2,720	5,920	8,780	10,980	13,110	15,110	17,110	19,110	21,190	23,490	25,560	26,860
\$365,000 - 524,999	2,970	6,470	9,630	12,130	14,560	16,860	19,160	21,460	23,760	26,060	28,130	29,430
\$525,000 and over	3,140	6,840	10,200	12,900	15,530	18,030	20,530	23,030	25,530	28,030	30,300	31,800

Single or Married Filing Separately

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$440	\$940	\$1,020	\$1,020	\$1,410	\$1,870	\$1,870	\$1,870	\$1,870	\$2,030	\$2,040	\$2,040
\$10,000 - 19,999	940	1,540	1,620	2,020	3,020	3,470	3,470	3,470	3,640	3,840	3,840	3,840
\$20,000 - 29,999	1,020	1,620	2,100	3,100	4,100	4,550	4,550	4,720	4,920	5,120	5,120	5,120
\$30,000 - 39,999	1,020	2,020	3,100	4,100	5,100	5,550	5,720	5,920	6,120	6,320	6,320	6,320
\$40,000 - 59,999	1,870	3,470	4,550	5,550	6,690	7,340	7,540	7,740	7,940	8,140	8,150	8,150
\$60,000 - 79,999	1,870	3,470	4,690	5,890	7,090	7,740	7,940	8,140	8,340	8,540	9,190	9,990
\$80,000 - 99,999	2,000	3,810	5,090	6,290	7,490	8,140	8,340	8,540	9,390	10,390	11,190	11,990
\$100,000 - 124,999	2,040	3,840	5,120	6,320	7,520	8,360	9,360	10,360	11,360	12,360	13,410	14,510
\$125,000 - 149,999	2,040	3,840	5,120	6,910	8,910	10,360	11,360	12,450	13,750	15,050	16,160	17,260
\$150,000 - 174,999	2,220	4,830	6,910	8,910	10,910	12,600	13,900	15,200	16,500	17,800	18,910	20,010
\$175,000 - 199,999	2,720	5,320	7,490	9,790	12,090	13,850	15,150	16,450	17,750	19,050	20,150	21,250
\$200,000 - 249,999	2,970	5,880	8,260	10,560	12,860	14,620	15,920	17,220	18,520	19,820	20,930	22,030
\$250,000 - 399,999	2,970	5,880	8,260	10,560	12,860	14,620	15,920	17,220	18,520	19,820	20,930	22,030
\$400,000 - 449,999	2,970	5,880	8,260	10,560	12,860	14,620	15,920	17,220	18,520	19,910	21,220	22,520
\$450,000 and over	3,140	6,250	8,830	11,330	13,830	15,790	17,290	18,790	20,290	21,790	23,100	24,400

Head of Household

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$820	\$930	\$1,020	\$1,020	\$1,020	\$1,420	\$1,870	\$1,870	\$1,910	\$2,040	\$2,040
\$10,000 - 19,999	820	1,900	2,130	2,220	2,220	2,620	3,620	4,070	4,110	4,310	4,440	4,440
\$20,000 - 29,999	930	2,130	2,360	2,450	2,850	3,850	4,850	5,340	5,540	5,740	5,870	5,870
\$30,000 - 39,999	1,020	2,220	2,450	2,940	3,940	4,940	5,980	6,630	6,830	7,030	7,160	7,160
\$40,000 - 59,999	1,020	2,470	3,700	4,790	5,800	7,000	8,200	8,850	9,050	9,250	9,380	9,380
\$60,000 - 79,999	1,870	4,070	5,310	6,600	7,800	9,000	10,200	10,850	11,050	11,250	11,520	12,320
\$80,000 - 99,999	1,880	4,280	5,710	7,000	8,200	9,400	10,600	11,250	11,590	12,590	13,520	14,320
\$100,000 - 124,999	2,040	4,440	5,870	7,160	8,360	9,560	11,240	12,690	13,690	14,690	15,670	16,770
\$125,000 - 149,999	2,040	4,440	5,870	7,240	9,240	11,240	13,240	14,690	15,890	17,190	18,420	19,520
\$150,000 - 174,999	2,040	4,920	7,150	9,240	11,240	13,290	15,590	17,340	18,640	19,940	21,170	22,270
\$175,000 - 199,999	2,720	5,920	8,150	10,440	12,740	15,040	17,340	19,090	20,390	21,690	22,920	24,020
\$200,000 - 249,999	2,970	6,470	9,000	11,390	13,690	15,990	18,290	20,040	21,340	22,640	23,880	24,980
\$250,000 - 349,999	2,970	6,470	9,000	11,390	13,690	15,990	18,290	20,040	21,340	22,640	23,880	24,980
\$350,000 - 449,999	2,970	6,470	9,000	11,390	13,690	15,990	18,290	20,040	21,340	22,640	23,900	25,200
\$450,000 and over	3,140	6,840	9,570	12,160	14,660	17,160	19,660	21,610	23,110	24,610	26,050	27,350



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: _____ OR</p> <p>2. Form I-94 Admission Number: _____ OR</p> <p>3. Foreign Passport Number: _____ Country of Issuance: _____</p>
QR Code - Section 1 Do Not Write In This Space

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



Employer Completes Next Page





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

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.")

Employee Info from Section 1	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.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
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)
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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"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (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. 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 		<ol style="list-style-type: none"> 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 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 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <li style="text-align: center;">For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 		<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 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 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

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.

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

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

Employee Name:	Last 4 digits of Soc. Sec. No:
Signature:	Date:

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

PAYLOCITY

Self-Service Quick Steps to Viewing/Printing Paychecks

Initial Log In

1. Go to Paylocity website at www.paylocity.com.
2. Click the "Log In" link at top right of screen.
3. Click "Register User" to create new User Name and Password.
4. On the Register User screen, type in Image Text as shown on screen and click "Next".
5. Enter the Paylocity assigned Company ID:
 - a. 3968 if you work in St. George
 - b. 3969 if you work in Cedar City, Salt Lake City or Heber City
6. Enter your 9-digit Social Security Number; enter it a second time to confirm.
7. Enter your home zip code and click "Next".
8. Enter the User Name and Password that you would like to use to access the account.
 - a. User Name is not case sensitive. It must contain 3-20 characters.
 - b. Passwords ARE case sensitive and must contain 7-20 characters. Passwords must also contain any three of the following characters: numbers, uppercase letters, lowercase letters, or non-alphanumeric characters.
9. Enter your Password a second time and click "Next".
10. Select Log In Challenge Questions from Question 1, Question 2, and Question 3 drop down menus and enter your answers. Click "Next".
11. Select an image from the "Select Security Image" drop down menu.
12. Enter a personal Security Phrase (128 character limit.) Click "Next".
13. Verify all registration information.
14. Click "Finish" to create your new User Account and enter Web Pay.

Log in after Registration

After initial registration you will be able to Log In through the main Log In screen. To do so, enter the correct Company ID, User Name, and Password selected during registration. Click "Log In" to enter Web Pay.

Viewing a Paycheck

To view a paycheck prior to the last three, click on the down arrow next to YTD under "Pay". Select the dates of the checks you want to view. Select (x) to view individual checks.

Printing a Paycheck

After selecting the check you would like to print, click on "Download Pay Stub" in the orange box on the right of the screen. Click on printer to print the check.

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

SIGNATURE OF EMPLOYEE	DATE	SS#

EMPLOYEE HANDBOOK SUMMARY

Employment:

- **NATURE OF EMPLOYMENT:** Employment with Hurst is at the mutual consent of Hurst and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.
- **EQUAL EMPLOYMENT OPPORTUNITY:** Hurst does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, sexual orientation, age, or any other characteristic protected by law.
- **BUSINESS ETHICS & CONDUCT:** At the very least Hurst expects employees to be honest, respectful, drug-and alcohol free at work, and professional in all behavior. This means showing up on time for scheduled shifts and giving an honest day's work for a day's pay. Disrespectful conduct, theft, fighting or violence, sexual or other unlawful or unwelcome harassment, excessive absenteeism and/or chronic tardiness are just some of the types of behavior that are not tolerated at Hurst and will result in disciplinary action, up to and including termination of employment.
- **HIRING OF RELATIVES:** The President may choose to allow relatives to work in the same department as long as they are assigned to different shifts or work areas.
- **OUTSIDE EMPLOYMENT:** If other employment interferes with the employee's duties at Hurst, he or she may be asked to make a choice between the two positions.
- **DISABILITY ACCOMODATION:** Reasonable accommodation is available to all employees with disabilities, where their disability, as defined by the ADA, affects the performance of essential job functions.

Employment Status

- Exempt employees are not entitled to overtime pay.
- Non-Exempt employees are entitled to overtime pay.
- Regular Full-time employees regularly work a minimum of 30 hours per week.
- Regular part-time employees work 29 hours or less per week.
- Temporary employees may be full-time or part-time for a limited, specific duration.

Employee Benefit programs

Benefit	Regular Full-time Employees (30+ hours per week)	Regular Part-time Employees (29 hours per week or less)	Temporary Employees
401(k) Savings Plan	Eligible after 12 months continuous employment if yearly hours worked is 1,000 or more.	Eligible after 12 months continuous employment if yearly hours worked is 1,000 or more.	N/A
Auto Mileage Reimbursement	Eligible if required to use personal vehicle for work-related business	Eligible if required to use personal vehicle for work-related business	Eligible if required to use personal vehicle for work-related business
Employee Discounts	Eligible	Eligible	Eligible
Flextime Scheduling	Eligible	Eligible	Eligible
Health Insurance	Eligible after 60 days continuous employment Cigna Network Providers	N/A	N/A
Health Savings Account (HSA) Contributions	Eligible only if enrolled in Hurst Health Insurance Plan	N/A	N/A
Dental Reimbursement	Eligible after 60 days continuous employment	N/A	N/A
Paid Holidays <ul style="list-style-type: none"> • New Years' Day • Memorial Day • Independence Day • Labor Day • Thanksgiving Day • Christmas Day 	Eligible to accrue after 90 days continuous employment	N/A	N/A
Family and Medical Leave	Eligible after 12 months continuous employment and completion of 1,250 work hours	Eligible after 12 months continuous employment and completion of 1,250 work hours	N/A
Personal Leave	Eligible	Eligible	N/A
Vacation Benefits	Eligible after 12 months continuous employment	N/A	N/A
Bereavement Leave	Eligible	Eligible	Eligible
Jury or Witness Duty Leave	Eligible	Eligible	Eligible

VACATION HOURS:

Length of Service	Accrual Per Hour	Estimated Accrual Per Year for 40 Hours Per Week
Hire to 24 th month	.019231	40 hours
24 th to 108 th month	.038461	80 hours
109 th month and beyond	.057693	120 hours

Vacation hours may be redeemed for their cash value instead of being taken as time off at the discretion of the employee. To cash out vacation time, make your request in writing through your store manager.

- DENTAL REIMBURSEMENT PLAN: Dental Reimbursement Plan reimburses you, your spouse, and your dependents for dental expenses as follows:

Reimbursable Dental Expense	Plan Payment	Participant Payment
First \$300	100%	0%
Second \$500	80%	20%
Third \$1000	50%	50%
Total Per Person on Plan	\$1,200	\$600

- FLEXTIME SCHEDULING: Employees may request the opportunity to vary their work schedule (within employer-defined limits) to better accommodate outside responsibilities.
- 401(K) SAVINGS PLAN: Once you have been employed twelve months with 1,000 hours worked, you will be automatically enrolled in the 401k plan at a 3% deferral rate and a 1% annual increase thereafter, up to a 5% deferral rate, UNLESS YOU OPT OUT. Contact the Human Resources Manager for instructions to opt out.
- EMPLOYEE DISCOUNTS: All employees are entitled to a Cost Plus 15% discount on their purchases at Hurst Ace Hardware Stores and The Desert Rat. This discount applies to regular priced merchandise in the store. The discount does not apply to guns, water heaters, power tools, sale items, and already discounted or price sensitive goods.
- Employees required to use their personal vehicle for company business will be reimbursed at the Federal Mileage Reimbursement rate, which is adjusted yearly.
- FAMILY & MEDICAL LEAVE: Hurst's Family and Medical Leave Program allows eligible employees to take up to 12 weeks of leave during a 12-month period, in accordance with the Family and Medical Leave Act (FMLA), for the following conditions:
 - LEAVE OF ABSENCE: Hurst provides leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations.
 - STORE TO STORE EMPLOYMENT TRANSFERS: Available to employees who have been employed in current position for at least nine months, meet other eligibility factors, and with HR approval.

Timekeeping/Payroll

- TIMEKEEPING: Nonexempt employees should report to work no more than 7 minutes prior to their scheduled starting time nor stay more than 7 minutes after their scheduled stop time without expressed, prior authorization from their supervisor.
- **OVERTIME: Overtime work must always be approved before it is performed**
- PAYDAYS: All employees are paid biweekly on every other Thursday. Each paycheck will include earnings for all work performed for the two-week pay period ending on the preceding Sunday. A total of 26 paychecks are normally issued each year. Hurst Stores/Hurst Company offers paper free payroll through direct deposit. Employees may access their pay history, paystubs, etc. at www.paylocity.com.
- EMPLOYEE TERMINATION: Since employment with Hurst is based on mutual consent, both the employee and Hurst have the right to terminate employment at will, with or without cause, at any time.
- PAY ADVANCES: Hurst does not provide pay advances on unearned wages to employees.

Work Conditions & Hours

- WORK SCHEDULES: Employees are expected to work schedules as posted. Requests for time off should be made early and approved by the Store Manager. If, under exceptional circumstances, and employee cannot make his/her shift, he should contact the manager on duty immediately to report his absence. Employees who are going to be late to work must likewise alert the manager on duty.
- **USE OF CELL PHONES: On the floor personal cellular phones are only to be used for work-related business. Personal calls and texts should be made during rest and meal periods.**
- SMOKING: Smoking and vaping are prohibited throughout the workplace and are limited to approved breaks and meal periods. All smoking must be done in an designated smoking area at least 25 feet from the building and not in view of customers.
- REST & MEAL PERIODS: Employees will be provided rest periods and meal periods each workday, depending on the length of their shift.
- USE OF EQUIPMENT & VEHICLES: Please notify your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. While operating a Hurst vehicle or your own vehicle on Hurst business, Hurst bans the use of all electronic

communication devices while driving, including cell phones, PDAs, text messaging devices, laptops, tablets and iPads. Hurst prohibits ALL cell phone conversations while driving. This applies equally to hands-free and handset cell phone usage, because the problem is distraction – not physical impairment. Employees should pull safely off the road and stop the vehicle before making phone calls. Incoming phone calls and texts should not be answered, and be returned later, once the car is safely parked.

- EMERGENCY CLOSINGS: When operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid. However, with supervisory

approval, employees may use available paid leave time, such as unused vacation benefits.

- COMPUTER & EMAIL USAGE: All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of Hurst.
- SOCIAL MEDIA: Hurst'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.

Employee Conduct & Disciplinary Action

- EMPLOYEE CONDUCT & WORK RULES: The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:
 - ✓ Disrespectful conduct toward customers or vendors
 - ✓ Theft or inappropriate removal or possession of property
 - ✓ Falsification of timekeeping records
 - ✓ Working under the influence of alcohol or illegal drugs
 - ✓ Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
 - ✓ Fighting or threatening violence in the workplace
 - ✓ Boisterous or disruptive activity in the workplace
 - ✓ Negligence or improper conduct leading to damage of employer-owned or customer-owned property
 - ✓ Insubordination or other disrespectful conduct
 - ✓ Violation of safety or health rules
 - ✓ Engaging in sabotage
 - ✓ Sexual or other unlawful or unwelcome harassment
 - ✓ Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace without authorization
 - ✓ Excessive absenteeism or any absence without notice
 - ✓ Chronic tardiness
 - ✓ Overtime without prior supervisor approval
 - ✓ Unauthorized absence from work station during the workday
 - ✓ Unauthorized use of telephones, mail system, or other employer-owned equipment
 - ✓ Making false, malicious statements about any employee, the company, or its service
 - ✓ Violation of personnel policies
 - ✓ Unsatisfactory performance or conduct
- DRUG & ALCOHOL USE: No employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. An employee may be required to provide a doctor's note or prescription for any drug which may impair his or her functions.
- SEXUAL & OTHER UNLAWFUL HARASSMENT: Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor.
- PERSONAL APPEARANCE: During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. NO torn or "shredded jeans, open-toed shoes, shorts or skirts more than 3" above the knee, tank tops or midriff baring tops, visible body piercing other than ear or nose, visible tattoos that could be offensive, vulgar, or otherwise inappropriate.
- RETURN OF PROPERTY: Employees must return all Hurst property on or before their last day of work.
- EMPLOYEE RESIGNATION: Hurst requests at least two weeks' written resignation notice from all employees.
- SECURITY INSPECTIONS: Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of Hurst. Accordingly, any agent or representative of Hurst can inspect them, as well as any articles found within them, at any time, either with or without prior notice. Persons carrying concealed firearms must register their concealed carry permit with the Administrative Office and the Store Manager.
- SOLICITATION: Employees may not solicit or distribute literature concerning these activities during working time.
- PROGRESSIVE CORRECTIVE ACTION: Although employment with Hurst is based on mutual consent and both the employee and Hurst have the right to terminate employment at will, with or without cause or advance notice, Hurst may use progressive corrective action at its discretion.
- SUGGESTION PROGRAM: As employees of Hurst, you have the opportunity to contribute to our future success and growth by submitting suggestions for practical work-improvement or cost-savings ideas. A suggestion is an idea that will benefit Hurst by solving a problem, reducing costs, improving operations or procedures, enhancing customer service, eliminating waste or spoilage, or making Hurst a better or safer place to work.

HURST STORES

ACKNOWLEDGEMENT OF EMPLOYEE HANDBOOK

By signing below, I acknowledge that I have read and understood the policies contained within the Hurst Stores/Hurst Company Employee Handbook, and I will comply with the requirements of the policies.

I understand that this Employee Handbook represents only current policies and benefits, and that it does not create a contract of employment.

Hurst Stores/Hurst Company retains the right to change these policies and benefits as it deems advisable. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the President of Hurst has the ability to adopt any revisions to the policies in this handbook.

I understand that the information I come into contact with during my employment is proprietary to the Company, and accordingly, I agree to keep it confidential, which means I will not use it other than in the performance of my duties, or disclose it to any person or entity outside the Company. I understand that I must comply with all of the provisions of the Handbook to have access to and use Company resources. I also understand that if I do not comply with all provisions of the Handbook, my access to Company resources may be revoked, and I may be subject to disciplinary action up to and including discharge.

I further understand that I am obligated to familiarize myself with the Company's safety, health, and emergency procedures as outlined in this Handbook or in other documents.

PLEASE PRINT YOUR NAME

PLEASE SIGN YOUR NAME

DATE

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.

2. 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
385 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

4th 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

3. If I prefer, I may see my primary care provider for my injury.
4. 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 that my employer, Hurst Stores, Hurst Company, may deduct money from my pay from time to time for reasons that fall into the following categories:

1. My share of the premium contributions to any Company benefit programs;
2. Any contributions I 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. 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);
5. 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 deduction will take my pay below minimum wage, or if I am a salaried exempt employee, reduce my salary below its predetermined amount);
6. 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;
7. The value of any time off for absences to which paid leave is not applied (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
8. If my employer pays any insurance 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 as payments being an advance of future wages payable to me.
9. Any legal garnishment of wages for the purposes of paying a debt, child or spousal support.

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 state 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 applicable state 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

RETURN THIS PAGE TO HR

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.

SIGNATURE

DATE

EMPLOYEES NAME PLEASE PRINT

604 – Personal Appearance **Revised 1-1-2019**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Hurst presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. **Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire.** Under such circumstances, employees will not be compensated for the time away from work.

The following items are **not** allowed:

- Torn denim jeans , including “shredded” jeans
- Open-toed sandals
- Shorts, culottes, or skirts that are more than 3" above the knee
- Tank tops or midriffs
- Any visible body piercing other than in ear or nose
- Any visible tattoo that is offensive, vulgar, or otherwise not appropriate

The following items are **required**:

- A smile
- Smocks, company vests, shirts or aprons and name tags are required for certain employees
- Hats and beanies are acceptable, but must be clean and be “Ace” branded, or store vendor branded approved.
- Good grooming standards, paying particular attention to cleanliness, hair care, fingernails, body odor, and fresh breath

Store Managers have the discretion to require a standard uniform including pants, shirts and vest. Consult your supervisor or department head if you have questions as to what constitutes appropriate attire.

SIGNATURE

DATE

EMPLOYEES NAME PLEASE PRINT