



## **Gemmen's Ace Hardware**

**Gemmen's Ace Hardware**

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# **Core Policies**

## **1.0 Welcome**

### **1.1 A Welcome Policy**

Welcome! You have just joined a dedicated organization. We hope that your employment with Gemmen's Inc. or Gemmen's Ace Hardware as the store is better known as, will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

This Organization complies with all federal and state employment laws, and this handbook generally reflects those laws. This Organization also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Organization reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a member of the management team or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, please contact me.

I, along with all your fellow employees, wish you success in your employment here at Gemmen's Ace Hardware!

All the best,

Andrew Gemmen  
Store Manager/President/Owner  
Gemmen's Inc. dba Gemmen's Ace Hardware

### **1.2 At-Will Employment**

Your employment with Gemmen's Ace Hardware is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Organization at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Organization document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Store Manager has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Store Manager.

If a written contract between you and the Organization is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## **2.0 Introductory Language and Policies**

### **2.1 About the Company**

From Gemmen's first day of business to the present, the most important factor in the growth of our company has been the people that make up this business: employees, vendors and customers. Our company has been serving the needs and desires of this community since 1955. For most of those years we were a member of the Do-it Best Corporation. But in June of 2017, we converted to the Ace Hardware Corporation. Ace is now our primary vendor and plays a large part in many aspects of our business including the development of our team. We, as a company, feel strongly about the relationships within the team of employees at Gemmen's as well as the way we deal with our customer base.

Realizing that the purpose for establishing this business is to earn a living for all involved, we work hard as a team to ensure customer satisfaction through quality products honestly priced with the very best service possible. To state it another way, profit is the reward of doing a good job serving the needs of our customers.

The personnel goals of Gemmen's is to provide all the members of our team with a healthy, safe and wholesome environment in which they may develop their talents and abilities to their greatest potential. Training, open communication and positive attitude are the foundations of employment at Gemmen's. We want each member of our team to know what is expected of them, to be properly compensated, to be treated fairly and be allowed the opportunity for promotion and advancement.

The history of our company began in 1955 when Al Gemmen purchased a hardware-plumbing house storefront on Chicago Drive. That store was a 4,000 square foot store which Al began to do business in as the only employee. He worked extremely long hours and incredibly hard and eventually the business began to grow. As the business grew Al hired additional employees and in 1960, he built a 6,000 square foot store in our current location.

Over the years following, through seven expansion projects, the store grew to 40,000 square feet of sales floor and 29,000 square feet of warehouse/ support functions with over 50 employees.

In 1972, Mitch Newenhouse and Larry Gemmen began to purchase the company. Together Mitch and Larry, modernized and grew the organization during the four plus decades they were owners of the organization. In 2012, Andrew Gemmen started to purchase the company and is the sole owner today.

We recognize that our customers are the life blood of our success as an organization. Serving them courteously, sincerely, and honestly is the responsibility of each team member.

### **2.2 Ethics Code**

Gemmen's Ace Hardware will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to Gemmen's Ace Hardware.

We expect that all employees including managers will not knowingly misrepresent the Organization and will not speak on behalf of the Organization unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents,

trademarks, etc.) about the Organization or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

## **2.3 Mission Statement**

### **MISSION STATEMENT:**

**Provide knowledgeable solutions as we serve each other and our community the way we would like to be served.**

### **CORE VALUES:**

**Service with a Positive, Friendly Attitude** - Always seeing the best in team members and our customers, while holding others accountable to do the same.

**Helpful and Knowledgeable** - Use, develop and share our expertise in order to serve each other, our customers, and our community.

**Driven to the Highest Quality, Value, and Service** - A relentless pursuit to provide the most helpful solutions.

**Community Focused** - Helping make Hudsonville and the surrounding communities a great place to live.

### **LEADERSHIP QUALITIES:**

#### **Serve with Integrity:**

- Be consistent, prompt and dependable
- Keep your word
- Make fair decisions
- Practice non-judgement
- Give credit where/when it's due
- Communicate clearly and honestly
- Thank our customers. Even with a problem, thank them for letting us make it right.

#### **Empathize:**

- Be aware, understanding
- Put others first
- Allow others to feel safe to try and fail
- Be patient and listen to those around you
- Make employees aware of a problem they were a part of. Coach to the issue.
- Keep a neutral emotion and voice. Don't get defensive.

#### **Innovate:**

- Adapt, be curious
- Strive for continuous improvement
- Learn from mistakes – yours and others
- Be a problem solver
- Think ahead

## **Commit:**

- Loyal, passionate, connected
- Lead by example
- Make decisions based on the long term
- Spokesperson mentality – you speak for Gemmen's
- Seek the good of our community

## **ABSOLUTES:**

**Be Accessible** – Everyone's first responsibility is to be available and willing to assist any customer at any time. Whenever possible bring the customer to the area or product they are requesting.

**Be Happy** – Smile and say Thank-You. These are possibly the simplest two actions but together they create a vital Absolute.

**Be Safe** – Safety is to always be top of mind both in our actions at the store and with respect to the products we sell in how our customers consume them.

**Use Protocols Provided** – Many systems are in place to assure the customers experience is a positive and repeatable experience. Follow the plans and systems in place.

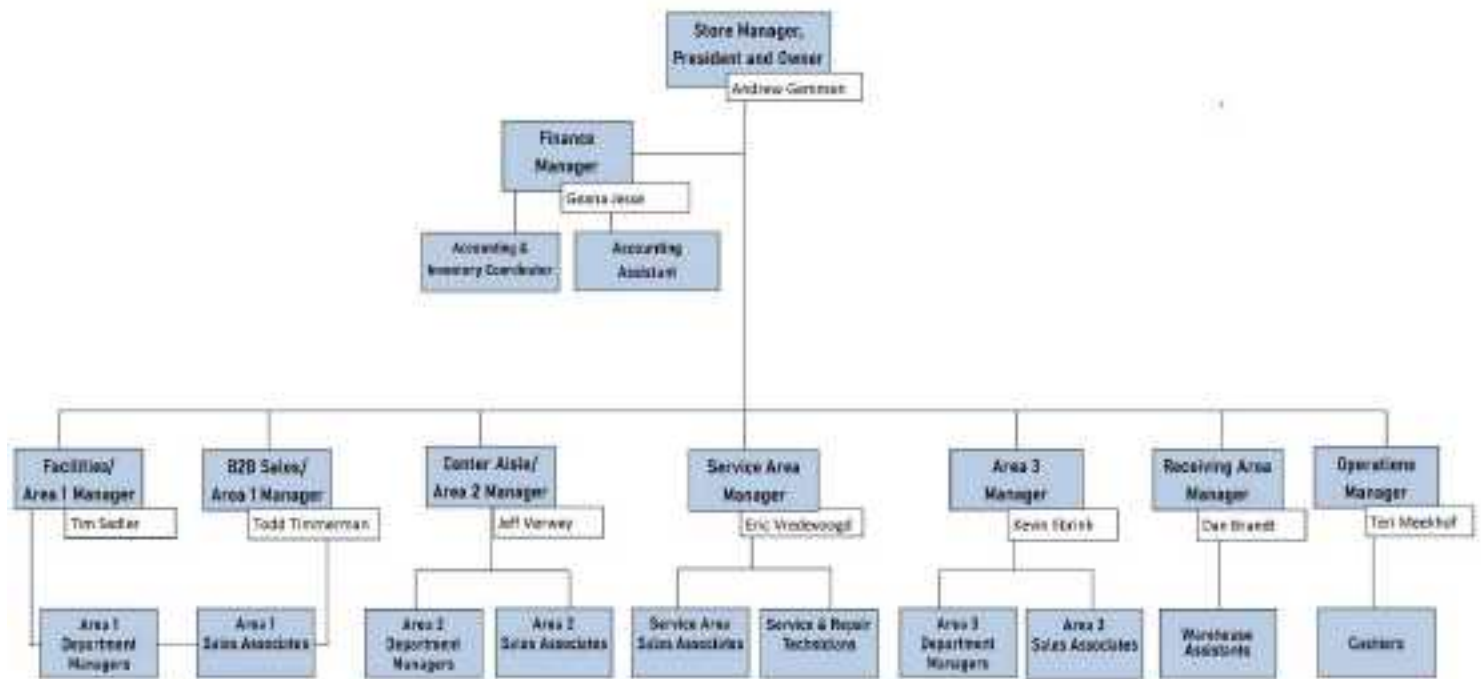
**Always Engage** – Every customer that comes within 10' must be greeted. If not with a customer, the salesperson is expected to engage with greeting or an inquiry of customer satisfaction. Build a personal relationship with the clientele. Make an effort to call the customer by name and learn from their experience working with the products the store stocks.

**Be Honest** – Keep promises. Never mislead or knowingly give false information. If an answer is unknown offer to find another associate who may know the answer or offer to find the answer and then get back to the customer. Use empathy when dealing with unhappy customers.

**Continuous improvement** – Everyone is expected to continually be improving all aspects of the organization and themselves. This includes but is not limited to product knowledge, product mix, maintenance of inventory and the maintenance of the facility.

## 2.4 Our Organization

### Gemmen's Ace Hardware Organizational Chart



## 2.5 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Gemmen's Ace Hardware policies and procedures. The handbook is not a contract. The Organization reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting in the store newsletters.

## 3.0 Hiring and Orientation Policies

### 3.1 Conflicts of Interest

Gemmen's Ace Hardware is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Organization, you must disclose it to your Area Manager or the Store Manager if needed. If an actual or potential conflict of interest is determined to exist, the Organization will take such steps as it deems necessary to reduce or eliminate this conflict.

### 3.2 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Gemmen's Ace Hardware. It is your obligation to inform the Organization of any such potential conflict so the Organization can determine how best to respond to the particular situation.

### **3.3 Job Descriptions**

Gemmen's Ace Hardware attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from the Store Manager.

Job descriptions prepared by the Organization serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Organization may have to revise, add to, or delete from your job duties per business needs. On occasion, the Organization may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your Area Manager or the Store Manager.

### **3.4 New Hires and Introductory Periods**

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Gemmen's Ace Hardware and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Organization can be shortened or lengthened as deemed appropriate by management. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the at-will employment relationship.

### **3.5 Posting of Openings**

Gemmen's Ace Hardware desires to promote qualified employees from within where the organization believes it is possible and consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted in the newsletter and the employee lunchroom.

Employees interested in a posted job are to apply in writing to the Store Manager. Employees desiring a transfer to a different department may apply to the Store Manager.

### **3.6 Training Program**

In most cases and for most departments, training of employees is done on an individual basis by the Area Manager or the Operations Manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of your specific position. If you ever feel you require additional training, consult your Area Manager or the Operations Manager.

Employees are required to attend and complete whatever training programs the company makes available. Our objective is to develop and maintain a well-trained and informed staff.

Occasionally attendance at job-related seminars and meetings may be considered necessary for continuing improvement of job performance.

### **3.7 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Gemmen's Ace Hardware. If you are currently employed and have not complied with this requirement or if your status has changed, inform the Store Manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Organization.

## **4.0 Wage and Hour Policies**

### **4.1 Attendance**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to the Operations Manager or the Store Manager. You may be required to provide documentation of any medical or other excuse for being absent or late when permitted by applicable law.

Gemmen's Ace Hardware reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

Contact the Store Manager and the Operations Manager as early as possible with notice of absence via text message or phone call. Be sure to receive confirmation of your notice via a returned text or speaking in person. If contact is not able to be made, call the store and speak with the Opening/Closing Manager.

### **4.2 Business Expenses**

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at Gemmen's Ace Hardware.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Organization procurement processes.

The Organization pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Organization employees. All receipts from the event should be turned into the Accounting Department immediately following the event. All spending for business meetings and events needs to be pre-approved by the Store Manager.

### **4.3 Direct Deposit**

Gemmen's Ace Hardware requires all employees to enroll in direct deposit. You are provided with a Direct Deposit Agreement Form with your new hire paperwork. Please verify that your pay is deposited to your bank account(s) on every payday.

You will be mailed a direct deposit stub that details your deductions with each payday in lieu of a check. If you ever need to change or review your Direct Deposit Agreement, contact the Finance Manager.

### **4.4 Introduction to Wage and Hour Policies**

At Gemmen's Ace Hardware, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as vacation or sick time, overtime, benefits, or paycheck deductions, speak with the Store Manager or the Finance Manager.

## **4.5 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence, for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Gemmen's Ace Hardware.

## **4.6 Paycheck Deductions**

Gemmen's Ace Hardware is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, health insurance premiums and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your direct deposit stub. If you have any questions about deductions from your pay, contact the Store Manager or the Finance Manager.

The Organization will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to the Finance Manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Organization will not retaliate against employees who report erroneous deductions in accordance with this policy.

## **4.7 Posting of Work Schedules**

Work schedules will be posted on Thursday each week for the following week. They are posted online at [www.gemmens.com](http://www.gemmens.com) and on the bulletin board in the Time Clock Room.

## **4.8 Recording Time**

Gemmen's Ace Hardware is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Organization has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the time clock. Exempt employees may also be required to track days or time worked. Speak with the Store Manager if you have questions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Organization procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to clock in, you should clock in no more than 10 minutes ahead of your start time and clock out no later than 10 minutes after your quitting time.

Notify the Finance Manager of any pay discrepancies, unrecorded or incorrectly recorded work hours, or any missed meal or break periods. Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to the Store Manager any employee, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

#### **4.9 Travel Expenses**

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Gemmen's Ace Hardware.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Gemmen's Ace Hardware business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from the Store Manager has been received. The Store Manager will arrange all store travel for all employees and expenses will be paid by the Organization at that time. Airline travel, rental cars and hotels must be booked by the Store Manager. If you need to be reimbursed for another expense related to travel, keep all receipts and turn into the Accounting Department to receive reimbursement. All receipts must contain a description of the expense, its business purpose, date, place and the participants.

The Organization will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the Store Manager. Neither hotel in-room movies nor refreshment bars are approved Organization expenses. The Organization does not pay for personal travel insurance for employees.

##### *Personal Vehicles*

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and may not have more than 2 points on your driving record. Travel between your home and the store is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. You must turn in your mileage to the Accounting Department with date, location, miles and purpose of mileage in order to receive reimbursement. The Store Manager must approve of your travel by personal vehicle in advance and authorize any deviation from this policy.

#### **4.10 Use of Employer Credit Cards**

All employees in the possession of a credit card issued by Gemmen's Ace Hardware will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Organization vehicle use (gas, oil, etc.) under \$100 do not require prior approval.

Submit all sales receipts generated by use of the Organization credit card monthly to the Accounting Department. Your Company credit card may not be used for personal reasons. Use of the Organization credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by the Organization will be the cardholder's responsibility. You must reimburse any such purchase to the Organization within 10 days.

Immediately report lost or stolen Organization cards to the Accounting Department. Failure to follow this policy may result in disciplinary action up to and including discharge.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Criminal Activity/Arrests**

Gemmen's Ace Hardware will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Organization, whether on or off Organization property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

### **5.2 Exit Interview**

You may be asked to participate in an exit interview when you leave Gemmen's Ace Hardware. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Organization in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

### **5.3 Open Door/Conflict Resolution Process**

Gemmen's Ace Hardware strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Area Manager and, if necessary, to the Operations Manager or the Store Manager. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Organization, management, its employees, vendors, customers, or any other persons or entities related to the Organization, bring your concerns to the attention of your Area Manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Area Manager.

If you have already brought this matter to the attention of your Area Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the Operations Manager or the Store Manager. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.4 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Gemmen's Ace Hardware is prohibited. The Organization recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Organization should be reported to your Area Manager. Failure to adhere to this policy may result in discipline up to and including termination.

## **5.5 Pay Raises**

Depending on financial health and other Organization factors, efforts will be made to give pay raises consistent with Gemmen's Ace Hardware profitability and employee's job performance. The Organization may also make individual pay raises based on merit or due to a change of job position.

## **5.6 Performance Improvement**

Gemmen's Ace Hardware will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your Area Manager assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## **5.7 Post-Employment References**

Gemmen's Ace Hardware policy is to confirm dates of employment and job title only. With written authorization, the Organization will confirm compensation. Forward any requests for employment verification to the Finance Manager.

## **5.8 Promotions**

To match you with the job for which you are best suited and to meet the business needs of Gemmen's Ace Hardware, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

## **5.9 Resignation Policy**

Gemmen's Ace Hardware hopes that your employment with the Organization will be a mutually rewarding experience; however, the Organization acknowledges that varying circumstances can cause you to resign employment. The Organization intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### **Notice**

The Organization requests that you provide a minimum of two weeks' notice of your resignation. If you are an Area Manager or a Department Manager you are requested to provide a minimum of four weeks' notice of your resignation. Provide a written resignation letter to the Store Manager. If you provide less notice than requested, the Organization may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Organization reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

### **Final Pay**

The Organization will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Organization specifically the Finance Manager or the Accounting Department if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

### Return of Property

Return all Organization property at the time of separation, including cellphones, keys, tools, laptops, credit cards and other applicable items. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Organization may pursue criminal charges for failure to return company property.

## **5.10 Standards of Conduct**

Gemmen's Ace Hardware wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Organization property (including in Organization vehicles), or on Organization business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Organization or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Organization property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Organization trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Organization or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Organization premises during working hours.
- Failure to dress according to Organization policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.

- Engaging in outside employment that interferes with your ability to perform your job at this Organization.
- Gambling on Organization premises.
- Lending keys, passcodes or other sensitive information relating to Organization property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **5.11 Transfers**

Gemmen's Ace Hardware may transfer your employment from one position to another with or without notice, as required by service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your pay rate may be increased or decreased consistent with your new position.

## **6.0 General Policies**

### **6.1 Authorization for Use of Personal Vehicle**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Gemmen's Ace Hardware may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Organization.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

### **6.2 Bulletin Boards**

Gemmen's Ace Hardware maintains an official bulletin board located in the lunchroom for providing employees with official Organization notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Organization may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

The Organization maintains a weekly and monthly newsletter; you are responsible for being informed about the material contained in the newsletters by reviewing them whenever they are distributed.

### **6.3 Computer Security and Copying of Software**

Software programs purchased and provided by Gemmen's Ace Hardware are to be used only for creating, researching, and processing materials for Organization use. By using Organization hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Organization policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Organization, or developed by Organization employees or contract personnel on behalf of the Organization, is and will be deemed Organization property. It is the policy of the Organization to respect all computer software rights and to adhere to the terms of all software licenses to which the Organization is a party. The Accounting Department is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Organization to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain the Finance Manager's approval. All software acquired by the Organization must be purchased through the Accounting Department.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Organization.

## **6.4 Driving Record**

All employees required to operate a motor vehicle as part of their employment duties at Gemmen's Ace Hardware must maintain a valid driver's license and acceptable driving record. The Organization may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Organization.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide the Finance Manager with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

## **6.5 Employer Sponsored Social Events**

Gemmen's Ace Hardware holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be approved by the Store Manager prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi/ride share or appoint a designated driver.

## **6.6 Employer-Provided Cell Phones/Mobile Devices**

Gemmen's Ace Hardware may issue certain employees an Organization cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for the personal reasons and the activity results in additional cost to the Organization, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law. Wi-fi must be enabled on the cell phone/mobile device and used whenever possible.

The Organization owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. You may not change those passwords except with permission. At the

time of employment termination, all such equipment and passwords must be returned to the Organization in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

## **6.7 Incentive Programs**

You may be eligible for a referral bonus when you refer new employees. If a new employee is hired permanently and completes the 90-day evaluation as a result of a current employee's suggestion, the referring employee is entitled to a \$200 hiring referral payment.

## **6.8 Mail Use**

You are required to limit usage of the Gemmen's Ace Hardware mail service to business purposes only. You may not use the Organization address to receive personal mail. Do not use the Organization postage meter for your personal mail. Report any suspicious packages or envelopes to the Accounting Department immediately.

## **6.9 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, Gemmen's Ace Hardware has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchroom, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to the Store Manager.

## **6.10 Off-Duty Use of Employer Property or Premises**

You may not use Gemmen's Ace Hardware property for personal use during working time. You are responsible for returning Organization property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Organization products, or office supplies for personal use without prior authorization.

It is Organization policy to control off duty and nonworking hour use of Organization facilities either for

business or personal reasons. You are prohibited from using Organization facilities during off duty or nonworking hours without the verbal consent or as needed written consent of the Store Manager.

### **6.11 Payroll Advances and Loans**

Gemmen's Ace Hardware does not make payroll advances or loans for any reason.

### **6.12 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Gemmen's Ace Hardware. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Organization, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Organization. Contact the Store Manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

### **6.13 Personal Cell Phone/Mobile Device Use**

While Gemmen's Ace Hardware permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be kept to a minimum. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Organization property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Organization policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, if you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to restricted networks or to Organization equipment (computers, printers, etc.) without prior authorization from the Finance Manager.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain authorization from the Finance Manager. The use of personal

devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Organization information, all connections to the Company network must be removed at time of termination of employment.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## **6.14 Personal Data Changes**

It is your obligation to provide Gemmen's Ace Hardware with your current contact information, including current mailing address and telephone number. Inform the Organization of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact the Finance Manager or the Accounting Department.

## **6.15 Security**

All employees are responsible for helping to make Gemmen's Ace Hardware a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area where applicable and report any lost or stolen keys, passes, or similar devices to your Area Manager immediately. Refrain from discussing specifics regarding Organization security systems, alarms, passwords, etc. with those outside of the Organization.

Immediately advise your Area Manager or the Store Manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Organization. Safety and security are the responsibility of all employees and we rely on you to help us keep our premises secure.

## **6.16 Social Media**

At Gemmen's Ace Hardware, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Organization, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Organization.

### **Guidelines**

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including but not limited to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Organization, as well as any other form of electronic communication.

Organization principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Organization.

### **Know and Follow the Rules**

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### *Be Respectful*

The Organization cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Organization policy. Your personal posts and social media activity should not reflect upon or refer to the Organization.

### *Maintain Accuracy and Confidentiality*

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Organization.
- Do not create a link from your personal blog, website, or other social networking site to an Organization website that identifies you as speaking on behalf of the Organization.
- Never represent yourself as a spokesperson for the Organization. If the Organization is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Organization. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### *Using Social Media at Work*

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Organization.

### *Media Contacts*

If you are not authorized to speak on behalf of the Organization, do not speak to the media on behalf of the Organization. Direct all media inquiries for official Organization responses to the Store Manager.

### *Retaliation and Your Rights*

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

## **6.17 Suggestion Policy**

At Gemmen's Ace Hardware, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, sell the products or services of our Organization, or meet customer and client

needs. Discuss your ideas with your Area Manager or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Organization.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Organization tools or property are considered to be the property of the Organization.

## **6.18 Telephone Use**

Gemmen's Ace Hardware phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Organization telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy located in section 6.20.

## **6.19 Third Party Disclosures**

From time to time, Gemmen's Ace Hardware may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such contact, you should not speak on behalf of the Organization and should refer any call requesting the position of the Organization to the Store Manager. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Store Manager.

## **6.20 Use of Company Technology**

This policy is intended to provide Gemmen's Ace Hardware employees with the guidelines associated with the use of the Organization information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Organization, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

### **General Provisions**

Organization IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Organization IT resources and communications systems are the property of the Organization. Therefore, employees should have no expectation of privacy in any message, file, data,

document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Organization electronic information and communications systems.

The Organization reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Organization IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Organization will exercise this right periodically, without prior notice and without prior consent. The interests of the Organization in monitoring and intercepting data include, but are not limited to: protection of Organization trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Organization IT resources and communications systems.

Do not use Organization IT resources and communications systems for any matter that you would like to be kept private or confidential.

### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Organization will also advise law enforcement officials of any illegal conduct.

## **6.21 Use of Employer Vehicles**

Company vehicles are to be used for Gemmen's Ace Hardware business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive an Organization vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to the Store Manager.

When an Organization vehicle cannot be operated, is unsafe for use, or has been damaged, notify the Store Manager immediately.

As the driver of an Organization vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive an Organization vehicle or drive a personal vehicle on Organization business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of the successful execution of job responsibilities, you may be terminated.

## **6.22 Workplace Privacy and Right to Inspect**

Gemmen's Ace Hardware property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Organization and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Organization premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 Employee Purchases and Discount**

As a benefit to employment at Gemmen's Ace Hardware, employees can purchase items from the store at a discounted retail of 10% over cost for most items. There are some exclusions like Festool and SawStop where the manufacturer does not allow the Organization to discount their items and services which are net. If there is a sale going on and the sale price is better than the discount, the better price of the two will automatically ring.

- A Gemmen's charge account will be established for the employee after the completion of 90 days of employment, use this account to purchase items and receive the employee discount.
- Employees can pay for their purchases at time of purchase with a debit/credit card or cash or pay by statement at the end of the month.
- The employee discount and account are to be used only by the employee and the members of the employee's household that are immediate family members.
- Merchandise cannot be purchased by the employee and resold to anyone.
- Merchandise that is in limited supply or under allocation may be restricted from employee purchasing by the Manager of that area.
- Employee purchases are to be made directly from Gemmen's and not directly from a vendor or manufacturer.
- All purchases by employees must be charged to their account on the day of purchase, no holding merchandise to purchase at a later date.
- The employee charge account must be kept in good payment status. The Finance Manager reserves the right to suspend any account or remove the employee discount if the need arises.
- Upon final retirement, the employee and their spouse are still entitled to the discount. However, the discount is non-transferrable and cannot be passed on to other family members.

Violation of this policy may result in discipline, up to and including termination of employment. The Store Manager is the only individual that can override any of these policies. Please see the Finance Manager or the Store Manager if you have any questions regarding this policy. The employee will receive an informational sheet with more information when their charge account is ready to be used.

### **7.2 401(k) Plan**

Eligible employees (as determined by the terms of the plan) may participate in the Gemmen's 401(k) plan. The Organization provides for employee pre-tax deferral contributions and after-tax Roth contributions. The general guidelines for the plan are that you need to be employed for 6 months and at least 19 years of age. Complete details of the plan are available from the Finance Manager.

Contact the Finance Manager to find out if you are eligible to participate in the Gemmen's 401(k) plan. The Organization is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Organization, unless otherwise required by law.

### **7.3 Bereavement Leave**

Gemmen's Ace Hardware recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Organization will provide bereavement leave as follows:

Full-time employees are eligible for up to 2 days of paid bereavement leave for the death of an immediate family member.

For purposes of this policy, **immediate family member** includes the following and applies to both the family of the employee and the employee's spouse: child (including foster child and stepchild), parents (including foster parents and stepparents), grandchild, grandparents and brother or sister.

You may use earned but unused vacation or sick leave if additional time is needed. Additional unpaid time off may be granted at the discretion of the Organization on a case-by-case basis.

You must provide notice of your need for bereavement leave as far in advance as possible.

Part-time employees may have unpaid bereavement leave for the death of an immediate family member.

### **7.4 Health Insurance**

Gemmen's Ace Hardware offers group health insurance benefits to all eligible full-time employees who have completed 90 days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the Finance Manager.

Your group health benefits are paid in part by the Organization. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Organization, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Organization will provide you with information about your rights to continue your benefits coverage.

### **7.5 Holidays**

Gemmen's Ace Hardware offers the following paid holidays to full time employees each year: New Year's Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day.

Hours worked on a holiday are paid at the same as overtime rates as part of any other overtime hours worked during the week.

All employees must be available to work on holidays when the store is open.

If a holiday falls on your regular day off, you will be paid for an 8 hour day at your regular rate, you may be given an additional day off or you could be asked to work the holiday during peak periods.

Salaried employees will receive their normal salary in a holiday week regardless of holidays worked.

You will be compensated for holidays in accordance with federal and state law.

The Store Manager can make exceptions to this policy as needed.

## **7.6 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact the Store Manager for clarification.

## **7.7 Personal Leave of Absence**

Gemmen's Ace Hardware recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

### **Eligibility**

All team members are eligible to apply for an unpaid personal leave of absence.

### **Requesting Leave**

Requests for unpaid personal leave must be submitted to the Store Manager in writing at least 60 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Organization.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence. You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

Vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

Your Organization-provided health benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 12 weeks as shown in the benefit plan document. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds 12 weeks, or you fail to pay your premium payment in a timely manner, the Organization will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

### **Extension of Leave**

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 30 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Organization denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

### Return to Work

In advance of your scheduled return date, the Store Manager will arrange for you to resume your previous position, if available. However, the Organization's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Organization retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Organization. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

## **7.8 Regular Full-Time Personnel**

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work 40 or more hours per week. Regular full-time employees are entitled to the full employee benefit package offered by Gemmen's Ace Hardware unless stated otherwise or specifically permitted by law. Full-time employees are expected to be willing to work overtime when conditions and needs justify it.

## **7.9 Regular Part-Time Personnel**

All employees who work fewer than 40 hours per week are considered part time. Part-time employees are not eligible for Gemmen's Ace Hardware benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

## **7.10 Severance Pay**

Severance pay may or may not be granted based upon the decision of the Store Manager.

## **7.11 Sick Pay**

Gemmen's Ace Hardware allows its regular full-time employees who have completed their introductory period 3 sick days (24 hours total) per fiscal year which runs February 1 through January 31. Notify the Store Manager or the Operations Manager as far in advance as possible if you are going to use sick time. There may be occasions, such as sudden illness, when you cannot notify the Store Manager or the Operations Manager in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to the Store Manager or the Operations Manager.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state mandated use of sick time. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

Sick pay is not accumulated or paid out if you do not take it.

## 7.12 Temporary Personnel

Temporary employees are hired for a specific period or specific work project, not to exceed 6 months in duration. Gemmen's Ace Hardware reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

## 7.13 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Gemmen's Ace Hardware and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Organization. It is the employee's responsibility to apply for their own unemployment compensation insurance.

## 7.14 Vacation

Gemmen's Ace Hardware provides all eligible employees with paid vacation.

### *Eligibility*

Vacation or paid time off is earned by both part time employees and full-time employees.

### *Deposits Into Your Leave Account*

All vacation renews for employees on the fiscal start of the year, February 1. Any time not used or not asked to be paid out before February 1 is forfeited.

Vacation is calculated as follows:

- One week is earned on your first February 1st of employment
- Two weeks are earned on your second February 1st of employment
- Three weeks are earned on your eighth February 1st of employment
- Four weeks are earned on your sixteenth February 1st of employment

Part time employees earn vacation when they work 1,000 hours in the prior year for the entire year worked or the equivalent of 1,000 divided by the months they worked if they were hired during that year, starting on the first of the month following their hire date.

Example: If someone was hired part time on September 25, 2019, then the four months of October, November, December and January would count towards earning vacation. They would need to work at least 333.33 hours during those months to earn vacation (1000 hours divided by 12 months times 4 months worked). On February 1, 2020 if they had worked 400 hours, they would earn 23.07 hours of paid vacation time to use before February 1, 2021. On February 1, 2021 if that employee had worked 1,250 hours during the year (February 1, 2020 – January 31, 2021), they would earn 48.08 hours of vacation (1250/52 times 2), their equivalent of two weeks.

Full time employees earn 40 hours of vacation on their first February 1 then 80 hours of vacation on their second February 1, 120 hours of vacation on their eighth February 1 and 160 hours of vacation on their sixteenth February 1. Vacation time for full time employees must be taken in 4 or 8 hour increments. Full time employees must use all of their first week of vacation, after their second February 1 they must use at least half of their vacation time for time off. They then have the option to have the remaining time paid out to them in their paycheck.

For example, when someone earns 80 hours on their second February 1, they must use at least 40 hours for

vacation time but then have the option to have the remaining 40 hours paid to them in their paycheck while still working. The same applies to when they earn 120 and 160 hours, half must be used as vacation and the remaining half can be paid out.

Part time employees have the option to have their vacation time paid out to them at any time.

### *Leave Usage and Requests for Leave*

The Organization encourages you to use your vacation time. You are eligible to begin using vacation as soon as you have vacation time available to be used.

All paid vacation time must be approved by management in advance. All vacation requests must be put in writing and given to the Operations Manager to be approved on a first come, first serve basis. Vacation time will be limited during peak times when all employees need to be available, typically November 15 through January 1 and March 15 through June 1.

Temporary employees are not eligible to earn paid vacation time.

It is the responsibility of the employee to notify the Finance Manager when the employee uses vacation time or would like their vacation time paid out. If the employee fails to do so before the February 1 renewal, that vacation time will be forfeited by the employee.

Vacation time for full time employees must be taken in 4 or 8 hour increments.

The Store Manager is the only individual that can override any of these policies and any special requests must be submitted in writing and signed off on by the Store Manager.

### *During a Leave of Absence*

The Organization may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

### *Carryover*

It is the responsibility of the employee to notify the Finance Manager when the employee uses vacation time or would like their vacation time paid out. If the employee fails to do so before the February 1 renewal, that vacation time will be forfeited by the employee.

Any time not used or not asked to be paid out before February 1 is forfeited.

## **7.15 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Gemmen's Ace Hardware, no matter how slightly, you are to report the incident immediately to your Area Manager and the Store Manager or the Operations Manager or the Finance Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify the Store Manager or the Operations Manager or the Finance Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

The procedures and necessary paperwork for employee and customer injuries can be found in the baskets in the Accounting Office, the Time Clock Room and the lunchroom.

The Finance Manager needs to be notified of all work-related injuries even if a workers' compensation claim is not filed.

## **7.16 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Gemmen's Ace Hardware employees and their beneficiaries to continue health insurance coverage under the Organization health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact the Finance Manager to learn more about your COBRA rights.

## **7.17 Family and Medical Leave (FMLA)**

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Gemmen's Ace Hardware provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

### **Eligibility**

To qualify for FMLA leave, you must:

1. Have worked for the Organization for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

### **Leave Entitlement**

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is based on the Company's fiscal year calendar which is February 1 to January 31.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active-duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact the Store Manager or the Finance Manager.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and non-routine child care situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active-duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Organization and you.
- A **serious injury/illness** incurred by a service member in the line of active-duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Organization first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Organization.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

### *Certification of Need for Leave*

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the Finance Manager. When you request leave, the Organization will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Organization may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical re-certification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Organization also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

### *Call-In Procedures*

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

### *Leave Increments*

#### *Intermittent Leave*

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Organization will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Organization may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

### *Parental Leave*

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

### *Family Care, Personal Medical, Military Exigency, and Military Care Leave*

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

#### *Paid Leave Utilization During FMLA Leave*

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

#### *Fitness for Duty Requirements*

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

#### *Health Insurance*

Your health insurance coverage will be maintained by the Organization during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Organization may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Organization may require reimbursement for the health insurance premiums paid during the leave.

#### *Reinstatement*

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

#### *Spouse Aggregation*

If you and your spouse are both employed by the Organization, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Organization will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

#### *Failure to Return*

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Organization is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

#### *Alternative Employment*

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Organization. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

#### Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

#### Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

#### Designation of Leave

If the Organization becomes aware of any qualifying reason for FMLA leave, the Organization will designate it as such. An employee may not refuse FMLA designation under this policy.

#### Retaliation

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

### **7.18 Military Leave (USERRA)**

Gemmen's Ace Hardware complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to the Store Manager. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify the Store Manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the Store Manager.

## **8.0 Safety and Loss Prevention**

### **8.1 Emergencies**

There may be times when emergencies arise that demand immediate action. Common sense usually dictates the course of action to be taken. In accident situations (especially those involving personal injury), make no statement absolutely. Erroneous comments can be portrayed incorrectly and then cause the Organization to face potential lawsuit. In an emergency, it is your duty to remain involved with the problem until it is solved or until you are relieved by the Store Manager or the Operations Manager. In all cases of emergency, big or small, alert management at once.

Fire: In case of fire, immediately have the Manager on Duty warn customers and other employees. Assist in any way you can with securing a calm, orderly evacuation of the building. At first sight of fire, immediately call 911. Above all, do not panic and make sure to help keep others calm and show them to safety. The code to alert all other employees of a fire is "Code Red to \_\_\_\_\_. (Fill in the blank with the area of the fire.)"

Medical Emergency: If the situation requires professional medical assistance, immediately call 911 and then alert the Manager on Duty of the situation. Quickly locate someone qualified to administer first aid if such action is required. Help to maintain a sense of calm as you wait for help to arrive. Report all injuries to the

Finance Manager and complete the accident paperwork located in the bins in the Time Clock Room, the Accounting Office or the lunchroom by providing as much information as possible. The code to alert all other employees of a medical emergency is "Code Blue to \_\_\_\_\_. " (Fill in the blank with the area of the medical emergency.)

**Tornado Warning:** In the event of a tornado warning, all employees are to assist customers in taking cover in the Southwest corner of the store basement or escorting them to the nearest exit if they wish to leave. Customers are not required to stay in the building during a tornado warning, they can leave the building if they wish. All managers will follow to the basement after all customers have been assisted and the doors of the building are locked to prevent anyone else from entering the building during the tornado warning.

## **8.2 Drug and Alcohol Policy**

Gemmen's Ace Hardware is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Organization to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

### **Prohibited Conduct**

The Organization expressly prohibits employees from engaging in the following activities when they are on duty or conducting Organization business or on Organization premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Organization does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Organization Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Area Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

From time to time, the Organization may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

The Organization may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Organization may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Organization may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

### **Violations**

Violation of this policy may result in disciplinary action, up to and including termination of employment.

### **8.3 General Safety**

It is the responsibility of all Gemmen's Ace Hardware employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Organization health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Organization also requires that all occupational illnesses or injuries be reported to your Area Manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident. The Finance Manager needs to be informed of all work-related illnesses and injuries as well.

An accident occurring during normal working hours is to be reported to an Area Manager, the Store Manager or the Operations Manager at once. On notification of an accident, the manager will complete an accident form which must be forwarded within 48 hours of the accident in order that the employee may be covered under Worker's Compensation Insurance. Forms for customer and employee accidents are located in the bins in the Time Clock Room, Accounting Office and lunchroom, along with the detailed procedure for each.

Safety is the responsibility of all employees which means that everyone needs to make sure that safety equipment is being used and that only authorized personnel are using equipment which is under their responsibility. The first aid cabinet is located in the Pick Up Room. There is an AED machine located by the front entrance outside of the Pick Up Room.

An employee, who has been off of work for any length of time because of a work-related illness or injury, must have a doctor's "return to work" authorization before returning to his/her job.

### **8.4 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Gemmen's Ace Hardware, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### **Zero Tolerance Policy**

The Organization has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Organization property or while performing Organization business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### Reporting Incidents of Violence

Report to your Area Manager or the Store Manager, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to the Store Manager.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Gemmen's Ace Hardware employees are required to protect the confidentiality of Organization trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Organization. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform the Store Manager or the Operations Manager.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

### **9.2 Inventions**

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Gemmen's Ace Hardware, is a "work for hire" and is the property of the Organization.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Organization, you are required to obtain a written waiver of this policy, signed by both you and the Store Manager.

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

Gemmen's Ace Hardware strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Area Manager or the Store Manager or the Operations Manager immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Area Manager or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our store as the place to go for your hardware and housewares needs.

### **10.2 Products and Services Knowledge**

As a representative of Gemmen's Ace Hardware, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department and the other departments of the entire store. We consider our employees to be the best reflection of our store and company success.

# Michigan Policies

## Hiring and Orientation Policies

### Disability Accommodation

Gemmen's Ace Hardware complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Organization will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Area Manager or the Store Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Organization will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Organization in connection with a request for accommodation will be treated as confidential.

The Organization encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Organization is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Organization.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Organization will not discriminate or retaliate against employees for requesting an accommodation.

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Gemmen's Ace Hardware is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, height, weight, familial status, marital status, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Organization is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Organization will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Organization will take appropriate corrective action, if and where warranted. The Organization prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with the Store Manager or any other designated member of management.

### *Policy Against Workplace Harassment*

Gemmen's Ace Hardware has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, height, weight, familial status, marital status, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Organization or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors;
- Any unwanted physical touching or assaults, or blocking or impeding movements.

### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, height, weight, familial status, marital status, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace;
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

### **Reporting Discrimination and Harassment**

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Andrew Gemmen, Store Manager, 616-550-4930 or any member of management.

The Organization prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Organization determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Organization may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Organization will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## **Religious Accommodation**

Gemmen's Ace Hardware is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Organization dress code or the individual's schedule, basic job duties, or other aspects of employment. The Organization will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Organization question the validity of a person's belief.

If you require a religious accommodation, speak with the Store Manager.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Gemmen's Ace Hardware will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in lunchroom refrigerators or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.

You must make reasonable efforts to not disrupt Organization operations.

You are encouraged to discuss the length and frequency of these breaks with your Area Manager.

This policy applies only to employees classified as nonexempt under the Fair Labor Standards Act.

## **Meal and Rest Periods**

Gemmen's Ace Hardware strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Area Manager regarding procedures and schedules for rest and meal breaks. The Organization requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Area Manager know; in addition, notify your Area Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

All employees under the age of 18 will receive a 30-minute unpaid meal or rest period after five hours of continuous employment.

### **MEAL BREAKS**

For shifts that are 7 hours and longer you will be allowed 30 minutes for lunch or 30 minutes for an evening dinner unless otherwise designated or approved by your Area Manager. Employees are to punch out for these 30-minute meal breaks as they are unpaid.

Employees assigned to a specific department must have a "relief" person available to cover the department before leaving on meal break. If the relief person is late, permission must be granted by the Area Manager before leaving for meal break. Dinners are to be completed before 5:00pm to assure adequate evening floor coverage

### **REST PERIODS/BREAKS**

Breaks shall not exceed 10 minutes and may not be taken on the sales floor. You must notify your Area Manager for permission to go to break before leaving your department. Breaks are to be taken by employees only, no customers may accompany employees to the lunchroom. All breaks are to be taken on premise within the reach of 2-way radio and portable phone ranges.

4-6 Hour Shift = One 10-minute break

7+ Hour Shift (Day) = Two 10-minute breaks and One 30-minute meal break

7+ Hour Shift (Evening) = One 10-minute break and One 30-minute meal break

No breaks may be taken after the evening meal (5:00pm)

Cashier break schedule:

4hrs = 10 minute break

5/6hrs = 15 minute break

7hrs = ½ hour meal break + 10 minute break

8+hrs = ½ hour meal break + (2) 10 minute breaks

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved by your Area Manager.

At certain times Gemmen's Ace Hardware may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

At Gemmen's Ace Hardware, the standard pay period is biweekly for all employees with the pay period starting on Sunday and ending on Saturday. Payroll is handled via direct deposit with funds being deposited on Friday after a pay period ends. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with the Finance Manager if this type of date arises.

Review your direct deposit stub for accuracy. If you find an issue, report it to the Finance Manager immediately.

## **Travel Time Pay**

If you are an hourly employee, you will be compensated for any hours of involvement in company business.

Some nonexempt positions within Gemmen's Ace Hardware require travel. The Organization pays nonexempt employees for travel time in accordance with federal and state law.

### *Home to Work Travel*

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

### *Home to Work on a Special One Day Assignment in Another City*

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Organization may deduct/not count that time you would normally spend commuting to the regular work site.

### *Travel That Is All in a Day's Work*

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

### Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Organization will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

### Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

### Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

## **Wage Disclosure Protection**

In accordance with Michigan law, Gemmen's Ace Hardware will not:

- Require you, as a condition of employment, to refrain from disclosing your wages;
- Require you to sign a waiver or other document that proposes to deny you the right to disclose your wages; or
- Discharge, formally discipline, retaliate, or otherwise discriminate against your job advancement for disclosing your wages.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by the Organization; or
- Consistent with the legal duty of the Organization to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to the Store Manager or the Finance Manager.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of Gemmen's Ace Hardware policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Organization encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Organization is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

Your Area Manager or the Store Manager will make every effort possible to allow you to respond to any

disciplinary action taken. Understand that while the Organization is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## Benefits

### Crime Victim Leave

Gemmen's Ace Hardware will provide eligible employees time off from work to respond to a subpoena or request by the prosecuting attorney for the purposes of giving testimony.

#### Eligibility

To be eligible for time off under this policy, you must be a victim of crime or a victim representative.

A **victim** is an individual who has suffered direct or threatened physical, financial, or emotional harm as a result of the commission of a crime.

A **victim representative** is an individual who is:

- A guardian or custodian of a child of a deceased victim if the child is less than 18 years of age.
- A parent, guardian, or custodian of a victim of assault if the victim is less than 18 years old.
- A person who has been designated to act in place of a victim of assault while the victim is physically or emotionally disabled.

#### Compensation

Time off granted under this policy will be unpaid; however, exempt employees may be compensated as required by applicable law.

#### Notice

Upon receiving a subpoena, provide the Operations Manager or the Store Manager with reasonable advance notice of the need for leave. If advance notice is not practicable, provide appropriate documentation within a reasonable time after the absence.

#### Retaliation

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

### Jury Duty Leave

Gemmen's Ace Hardware encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify the Operations Manager or Store Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation time in place of unpaid leave.

The Organization reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

## **Paid Medical Leave (Frontloading Method)**

Gemmen's Ace Hardware provides paid medical leave to eligible, nonexempt employees in accordance with Michigan's Paid Medical Leave Act.

### **Eligibility**

To be eligible for medical leave you generally must be subject to both federal income tax withholding and the overtime requirements of the federal Fair Labor Standards Act.

Some employees may be exempt from medical leave; ask the Finance Manager if you are eligible. This time will be presented to you as vacation time for part-time employees and vacation time and sick time for full time employees.

### **Reasons for Leave**

Medical leave may be taken for the following reasons:

- For diagnosis, care, or treatment of your own or a family member's mental or physical illness, injury, or health condition, or for preventative medical care.
- Absence necessary due to circumstances resulting from you or a family member having been a victim of domestic or sexual violence, if the leave is:
  - For medical care or psychological or other counseling for physical or psychological injury or disability;
  - To obtain services from a victim services organization;
  - To relocate due to domestic violence or sexual assault;
  - To obtain legal services; or
  - To participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- Absences necessary due to:
  - Your primary workplace being closed by order of a public official due to a public health emergency;
  - Your need to care for your child whose school or place of care has been closed by order of a public official due to a public health emergency; or
  - Your, or a family member's, exposure to a communicable disease, if it has been determined by the health authorities that you or a family member's presence in the community would jeopardize the health of others because of the exposure to a communicable disease.

***Family member*** means:

- A biological, adopted, or foster child, stepchild or legal ward, or a child to whom you stand in loco parentis.
- Your biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of your spouse or an individual who stood in loco parentis when you were a minor child.
- An individual to whom you are legally married under the laws of any state.
- A grandparent.
- A grandchild.
- A biological, foster, or adopted sibling.

### **Amount of Leave and Usage**

Eligible employees are provided 40 hours of medical leave at the beginning of each leave year. For purposes of this policy the leave year is based on the fiscal calendar year which is February 1 through January 31. If you started employment after the beginning of the leave year, you will be provided a corresponding amount of sick leave as required by law.

You may begin using available medical leave after you have worked for the Organization for 90 days. You may not use more than 40 hours of medical leave in a leave year. You may be required to use other paid leave benefits prior to using paid medical leave. You may not carry over any unused medical leave to the following leave year.

Medical leave must be used in 4 or 8 hour increments for full time employees.

### Compensation

You will be compensated for medical leave at your regular rate of pay or the applicable state minimum wage, whichever is greater.

### Notice

If the need for leave is foreseeable, you must provide 7 days' advance notice and make reasonable efforts to schedule the leave so that it does not unduly disrupt Organization operations. If unforeseeable, provide notice as soon as practical.

### Documentation

If you are using medical leave because of domestic violence or sexual assault, you may be asked to provide documentation that the leave was used for that purpose. The documentation must be provided within three days of your request for leave and may include:

- A police report indicating that you or your family member were a victim of domestic violence or sexual assault.
- A signed statement from a victim and witness advocate affirming that you or your family member are receiving services from a victim services organization.
- A court document indicating that you or your family member are involved in legal action related to domestic violence or sexual assault.

The Organization will not require disclosure of details relating to domestic violence or sexual assault or the details of you or your family member's medical condition as a condition of providing medical leave.

If the Organization obtains health information or information pertaining to domestic violence or sexual assault about you or your family member, the Organization will treat that information as confidential and will not disclose that information except to you or with your permission.

### Payment upon Termination

You will not be paid for any unused medical leave when your employment ends.

### Transfers

If you transfer to another Organization division, entity, or location, you are entitled to all previously unused medical leave and may use it as described in this policy.

### Reinstatement of Medical Leave Upon Rehire

The Organization will not reinstate previously granted, unused medical leave if you separate from employment and are subsequently rehired.

### Retaliation

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

## Voting Leave

If your work schedule prevents you from voting on Election Day, Gemmen's Ace Hardware will allow you a reasonable amount of time off to vote. The time when you can go to vote will be at the discretion of the Operations Manager or the Store Manager, consistent with applicable legal requirements.

## Safety and Loss Prevention

### COVID-19 Precautions

In order to help keep the workplace free from COVID-19 infection, Gemmen's Ace Hardware complies with the safety precautions established under Michigan law.

If you test positive for COVID-19 or display the principal symptoms of COVID-19, you should not report to work until all of the following conditions are met:

- If you had a fever, you must be fever-free for 24 hours without the use of fever-reducing medications.
- Either 10 days has passed since the later of:
  - The date your COVID-19 symptoms first appeared; or
  - The date you received a positive COVID-19 test result.
- Your principal symptoms of COVID-19 have improved.

If you have had close contact with an individual (considered having been within approximately six feet for 15 minutes or longer) who tested positive for COVID-19 or with an individual who has displayed the principal symptoms of COVID-19, you should not report to work until either:

- Fourteen days have passed since you last had close contact with the individual; or
- The individual with whom you had close contact receives a medical determination that they did not have COVID-19 at the time you had close contact with them.

***Principal symptoms of COVID-19*** is defined by order of the director or chief medical executive of the Michigan Department of Health and Human Services. If the term is not defined at the time the above action is taken, principal symptoms of COVID-19 means any of the following:

- One or more of the following not explained by a known medical or physical condition:
  - Fever.
  - Shortness of breath.
  - Uncontrolled cough.
- Two or more of the following not explained by a known medical or physical condition:
  - Abdominal pain.
  - Diarrhea.
  - Loss of taste or smell.
  - Muscle aches.
  - Severe headache.
  - Sore throat.
  - Vomiting.

The Organization will not discharge, discipline, or otherwise retaliate against you for:

- Failing to report to work in compliance with the above policy. This includes situations where you failed to report to work because you displayed the principal symptoms of COVID-19 but later tested negative for COVID-19.
- Opposing a violation of this policy.
- Reporting health violations related to COVID-19.

## **Workplace Smoking**

Gemmen's Ace Hardware is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking anywhere in the building including but not limited to the salesfloor, the offices, the warehouse and the basement is prohibited. The designated smoking area on Gemmen's Ace Hardware property is the employee parking lot.

## **Closing Statement**

Thank you for reading the Gemmen's Ace Hardware handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful and thriving store and a safe, productive, and pleasant workplace.

Andrew Gemmen  
Store Manager /President/ Owner  
Gemmen's Inc. dba Gemmen's Ace Hardware

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Gemmen's Ace Hardware Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Organization has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Store Manager of the Organization. I also understand that any delay or failure by the Organization to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Organization or affect the right of the Organization to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Organization representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Organization representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Gemmen's Ace Hardware.

If I have any questions about the content or interpretation of this handbook, I will contact Store Manager.

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Signature

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Date

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Print Name