

LETTER TO ALL EMPLOYEES

The illegal use of drugs and the abuse of alcohol are problems that invade the workplace, endangering the health and safety of the abusers and those who work around them. This company is committed to creating and maintaining a workplace free of substance abuse without jeopardizing valued employees' job security. To address this problem, our Company has developed a policy regarding the illegal use of drugs and the abuse of alcohol that we believe best serves the interests of all employees. Our policy formally and clearly states that the illegal use of drugs or abuse of alcohol or prescription drugs will not be tolerated. As a means of maintaining our policy, we have implemented pre-employment and active employee drug testing. This policy was designed with two basic objectives in mind.

1: Employees deserve a work environment that is free from effects of drugs and the problems associated with their use.

2. And this company has a responsibility to maintain a healthy and safe workplace.

**To assist us in providing a safe and healthy workplace, we maintain a resource file of information on various means of employee assistance in our community, including but not limited to drug and alcohol abuse programs. Employees are encouraged to use this resource file. An employee whose conduct violates this Company's Substance Abuse Policy (and who does not accept the help we offer under the EAP) will be disciplined up to and including termination. I believe it is important that we all work together to make this Company a drug-free workplace and a safe, rewarding place to work.

Sincerely,

Adra Kennard

REQUIREMENTS TO ACCEPT JOB POSITION

1. MUST BE ABLE TO LIFT A MINIMUM OF 94 LBS.
2. MUST BE ABLE TO MAKE CORRECT CHANGE AT REGISTER.
3. MUST BE ABLE TO READ AND WRITE AT AN EIGHTH GRADE LEVEL.
4. MUST BE ABLE TO REACH A LEVEL ABOVE 6" AND CLIMB A LADDER.
5. MUST BE ABLE TO WORK A 9.5 - 11.5 HOUR DAY ON A HARD SURFACE.
6. MUST BE ABLE TO WORK WEEKENDS AND HOLIDAYS IF NEEDED.
7. MUST BE ABLE TO WORK IN A SMOKE FREE WORKSPACE.

BY SIGNING THIS YOU AGREE THAT YOU ARE ABLE TO COMPLY WITH ALL OF THE ABOVE REQUIREMENTS.

EMPLOYEE SIGNATURE _____ DATE _____

SUBSTANCE ABUSE POLICY

Kennard Ace Hardware and KB Hardware are committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on the job, comes to work under the influence, possesses, distributes or sell drugs in the workplace or abuses alcohol on the job. Therefore, Kennard Ace Hardware and KB Hardware have established the following policy:

1. It is a violation of company policy for any employee to use, possess, sell, trade offer for sale or to buy illegal drugs or otherwise engage in the illegal use of drugs on the job.

2. It is a violation of company policy for anyone to report to work under the influence of illegal drugs or alcohol.

3. It is a violation of the company policy for anyone to use prescription drugs illegally.

However, nothing in this policy precludes the appropriate use of legally prescribed medications.

4. Violations of this policy are subject to disciplinary action up to and including termination.

It is the responsibility of the company's supervisors to counsel employees whenever they see changes in performance or behavior that suggests and employee has a drug problem. Although, it is not the supervisors job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help.

Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a substance abuse problem to seek help.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message the use of illegal drugs and abuse of alcohol are not compatible with employment at Kennard Ace Hardware and KB Hardware.

PRE-EMPLOYMENT DRUG TESTING CONSENT AND RELEASE FORM

I hereby consent to submit to the testing for drugs and /or alcohol as shall be determined by Kennard Ace Hardware in the selection process of applicants for employment, for the purpose of determining the drug and/or alcohol content there of.

I agree that LABCORP may collect these specimens for these tests and may test them, if qualified , or forward them to a licensed or certified laboratory designated by the company for analysis. I further agree to and hereby authorize the release of said test results to the company.

I understand that my current use of illegal drugs may prohibit me from being employed by this Company.

I further agree that a reproduced copy of this pre-employment consent and release form shall have the same force and effect as the original.

I have carefully read the foregoing and fully understand its contents. I acknowledge that my signing of this consent and release form is a voluntary act on my part and that I have not been coerced into signing this document by anyone.

Applicant Name: (please print) _____

Applicant Signature: _____

Date: _____

Witness Print Name _____

Witness Signature _____

EMPLOYEE ACKNOWLEDGEMENT OF PROBATION

I understand that I am on probation as an employee for the first 90 days of my employment, which started on _____. For the purposes of the Florida unemployment compensation law, I understand that if my employer discharges me for unsatisfactory work performance, under the Florida Unemployment compensation law, CH443.131(3)(a)(2)F.S. the employer will not have his account charged for any unemployment benefits I might be determined eligible for in the future.

I acknowledge that I signed this form within seven (7) days of my employment.

I have received a copy of this form. ____ yes ____ no

Signature of new employee _____ Date _____

EMPLOYEE ACKNOWLEDGEMENT OF PROBATION

I understand that I am on probation as an employee for the first 90 days of my employment, which started on _____. For the purposes of the Florida unemployment compensation law, I understand that if my employer discharges me for unsatisfactory work performance, under the Florida Unemployment compensation law, CH443.131(3)(a)(2)F.S. the employer will not have his account charged for any unemployment benefits I might be determined eligible for in the future.

I acknowledge that I signed this form within seven (7) days of my employment.

I have received a copy of this form. ____ yes ____ no

Signature of new employee _____ Date _____

BREAK POLICY

POLICY: VERSION 2025

- All full-time associates working 36 hours per week will receive ONE 10 minute PAID break per 5 hour shift
- All part-time employees will receive ONE 10 minute PAID break per 5 hour shift
- **Per federal and state law bathroom breaks are provided when LESS THAN 15 MINUTES**
- Employers are not required to provide smoking breaks. Florida also requires all closed employment spaces to be SMOKE FREE. Including e-cigarettes/vapes
- Employers are not required to provide meal breaks, these are voluntary. HOWEVER , eating a meal on the sales floor/backroom while clocked in is prohibited. Ordering your meal on a store device while clocked in is prohibited. Going to the store to pick up your meal while clocked in is prohibited. Heating up your food and waiting on it while clocked in is prohibited. Essentially, clock out and take your lunch break for the time needed.

The ten minute breaks are for cell phone use, snacking, smoking, and sitting.

Initial the following and understand that violating these policies will result in disciplinary action and possible termination

- Our workplace is smoke free. No tobacco or non-tobacco products are permitted indoors _____
- Bathroom Breaks must be limited to 15 minutes or less _____
- If you are outside of the building other than during your authorized break you should be clocked out.

- Smoking is NOT PERMITTED in front of any entrance to our buildings _____
- Supervisors will use the security feeds to enforce the policies if needed _____
- No Eating on the Sales Floor - use your break _____
- Personal Shopping is to be done when you are clocked out _____
- Cell phone use should be LIMITED. Cell Phones are NOT PERMITTED to be in use when cashiering _____
- _____

This Policy goes into effect 3/31/25



Direct Deposit Authorization and Agreement

The undersigned (hereafter referred to as the “employee”) hereby authorizes and requests Paycom Payroll, LLC (“Paycom”) to make credits and/or debits from time to time in the account(s) identified below and authorizes the bank and any other financial institution to process such credits and/or debits. It is agreed that these credits and/or debits may be made electronically and under the Rules of the National Automated Clearing House Association (NACHA). It is agreed that Paycom is only responsible for the direct deposit of funds actually received, maintained and retained from employee’s employer, hereafter referred to as the “employer.” Employer’s instructions to Paycom and employer’s use of Paycom’s services shall not violate the NACHA rules or the laws of the United States.

NSF’s or Employer Withdrawals: In the event Paycom fails to receive and retain funds from the employer or in the event funds are withdrawn from Paycom’s account by reason of insufficient funds, reversal, failure to authorize or otherwise, the undersigned employee hereby authorizes Paycom to reverse or withdraw funds from employee’s bank account(s) designated below or any other bank utilized by employee as reimbursement to Paycom. In any such event, employee shall be liable to Paycom for all amounts paid to employee by Paycom, which have not been actually paid to and received by Paycom (and not in any way reversed) from employee’s employer. Employee agrees to be liable for and to reimburse Paycom for any amounts Paycom credits to employee’s account that are not actually received and retained by Paycom from employer. Employee hereby agrees that Paycom is not his/her employer but instead a mere intermediary and that in the event the employer fails to fully fund its payroll obligations, employee shall be liable to Paycom for any amounts Paycom credited from Paycom’s accounts to employee’s account. Employee agrees that Paycom reserves the right to reverse direct deposit of funds paid in error. It is the employee’s responsibility to verify funds deposited into such account(s) before performing transactions on those funds. Under no circumstances shall Paycom be responsible for insufficient funds charges or any other charges posted to employee’s account(s). By signing below, Employee agrees to the above terms. Employee further agrees to any Paycom Terms of Use for Direct Deposit Services, as may be amended from time to time. In the event employee does not agree to the above terms, employee should not sign this Agreement and should elect to be paid through ordinary check instead of using Paycom’s direct deposit feature.

Attach a voided check or copy of a check for each account. (No deposit slips please). Indicate whether it is a checking or savings account by circling the appropriate type of account.

Please call your bank and confirm the ACH Routing Number(s) and Account numbers for Checking and/or Savings.

Main Account (Net Pay) – Checking or Savings Account (Check one)

Acct # _____

ACH Routing # / ____/____/____/____/____/____/____/____/____/____/

Bank Name _____

Additional Account - Checking or Savings (Check one)

Acct # _____

ACH Routing # / ____/____/____/____/____/____/____/____/____/____/

Dollar Amount or Percentage _____

Bank Name _____

Additional Account - Checking or Savings (Check one)

Acct # _____

ACH Routing # / ____/____/____/____/____/____/____/____/____/____/

Dollar Amount or Percentage _____

Bank Name _____

Additional Account - Checking or Savings (Check one)

Acct # _____

ACH Routing # / ____/____/____/____/____/____/____/____/____/____/

Dollar Amount or Percentage _____

Bank Name _____

Additional Account - Checking or Savings (Check one)

Acct # _____

ACH Routing # / ____/____/____/____/____/____/____/____/____/____/

Dollar Amount or Percentage _____

Bank Name _____

Employee Name _____ **Employee SS #** _____

Address _____ **City** _____ **State** _____ **Zip** _____

EMPLOYEE SIGNATURE: _____ **DATE:** _____