

# **PIASC**

## **INSURANCE SERVICES, INC** **Employee Handbook**

**February, 2015**

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## INSURANCE SERVICES, INC Employee Handbook

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## **INTRODUCTORY POLICIES**

**Introduction-** This is your employee handbook. It was prepared for you to help you better understand what you can generally expect from PIASC Insurance Services (the Company). This handbook replaces any and all earlier personnel or employee handbooks, policies and procedures, benefit statements, and memoranda, whether written, oral or established by practice.

The information in this handbook is important to all of our employees. Read the handbook now and keep it in a convenient place. You will want to refer to your handbook when you have questions about Company policies and benefits.

Naturally, you won't find answers to all your questions in the handbook. It is neither a law book nor a catalog of personnel policies. In preparing this handbook, we have not tried to give you the minute details of each policy. Instead, we have attempted to present a summary of some of the more important policies. No written statement, no matter how complete, can be a substitute for direct daily contact with your immediate supervisor.

Throughout your handbook, you will be urged to check with your supervisor for complete information on employee policies and benefits. This advice is continually repeated because its importance can't be overemphasized. If your supervisor doesn't have an immediate response to your question, he or she will get the information you seek and pass it along to you promptly.

Circumstances will obviously require that the policies, practices and benefits described in the handbook, other than the employment at-will policy, will change from time to time. The Company reserves the right to amend, modify, rescind, delete, supplement or add to the provisions of this handbook, other than with regard to the employment at-will policy, as it deems appropriate from time to time in its sole and absolute discretion. The Company will attempt to provide you with notification of any other changes as they occur.

You further understand that your employment is at will and can be terminated at any time without notice or cause by either yourself or the Company, and no manager, supervisor, or other employee of the Company, other than the President of the Company, can enter into an agreement for continued or indefinite employment, or employment for a specific term, position, or rate of pay, and that any such agreement must be in a writing signed by the President of the Company.

## **Foreword-**

Our employee handbook is a tool to help promote a cooperative and healthy atmosphere, to spell out policies relative to hours, wages, conditions of employment, and to provide for the administration of these policies in the interests of all concerned, in keeping with conditions in our area and industry.

We are presenting this employee handbook because we feel that if you understand basically what is expected of you, and what you may expect of the Company, we shall have an organization which better meets the needs of our customers.

The statements as set forth in the handbook have not been arbitrarily established. Each of them has a sound background of common sense based on the experiences of this Company. Employees have suggested many and we will further welcome suggestions from you that will aid in maintaining a constructive and harmonious relationship. Our single most common goal must be to work together to meet the needs of our customers, remembering our customers are mutually our most important asset.

## **Working Together –**

You, the people in our PIASC family who staff the organizations that provide the web of service to the firms in the Los Angeles metro area printing industry and their employees are the reason why PIASC stands head and shoulders above the twenty-three other printing industry associations across America. Our ability to work together toward a common goal of being the best that we can be has brought us where we are. Fundamentally, it is respect for our customers (the member firms and their employees) and each other that is a key to this process. To help make this process more secure, we need to abide by the following guidelines.

**Talk to Your Supervisor:** From time to time, we all have concerns about our work assignments, promotional opportunities and our relationships with others. While we can discuss these concerns with our spouses and friends, they can't make them right. We do need to take up these concerns with our supervisor/managers as this will open the door to a correction (if one is possible) and will benefit everyone else as well. In the same way, supervisors/managers need to explain the reasons for changes when they occur and to be open to every question from their people.

**Talk to Upper Management:** There may be occasions where there are concerns that you have that you don't feel comfortable discussing with your manager/supervisor or where you are not satisfied with their answer. For those situations, you should contact the Executive Vice President or President, and share your concerns with them.

**Criminal Conduct:** Because of the special duty that we owe our members and their employees, if you have knowledge of or suspect criminal conduct (embezzlement, etc.) on the part of another staff member at any level, you have a grave duty to immediately report this to your manager/supervisor. If the suspected criminal conduct is by either your manager/supervisor, or if your manager/supervisor appears to take no action, then you must report it to the Executive Vice



President or President directly. If you have knowledge of or suspect criminal conduct by the President or Executive Vice President/Chief Operating Officer, you must immediately report that to the current Chairman of the Board of PIASC (name and contact information in the PIASC roster). Please remember that failure to report criminal activity may make you equally guilty since you are aiding and abetting it.

### **Rumors-**

Rumors are always destructive to all concerned—they benefit no one. For information about the Company or about things that are being done that you think will affect your job, ask your supervisor. Please feel free to do this—don't depend on rumors; get the facts. You are expected to discourage the practice of starting or spreading rumors and to refrain from being a party to such actions.

### **Your Industry-**

The printing industry is one of the largest and most important manufacturing industries in the United States. It is closely related to every other industry. In its production it borrows from agriculture, the extractive industries, and the machinery, electrical, and computer industries; in its distribution it utilizes the modern agencies of advertising, communication and transportation; in its usefulness it is the service industry of all.

Despite the fact that it is classified as a trade in the minds of many people, printing is one of the arts. It is a branch of the Graphic Arts field and as such is the means of preservation of all the other arts known to humanity.

## **STARTING THE EMPLOYMENT RELATIONSHIP**

### **Employment Applications-**

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented and gathered during the employment process. Any misrepresentation, falsification or material omission may result in the Company's exclusion of the applicant from further consideration for employment, or, if the person has been hired, termination of employment.

### **Reference Checks-**

To ensure that individuals joining the Company are qualified and have the potential to be productive and successful, the Company will check the employment references of all applicants. Every offer of employment is contingent upon the appropriate completion of a reference check.

No references will be given concerning any present or past employee of the Company unless the Company has received a written request for such a reference. Only the Chief Accountant may respond to a request for a reference. Such response will only confirm the dates of employment and position held, and will be in writing. If an employee has given written authorization, the Company will also provide information on the amount of salary or wages earned by the employee.

### **Background Checks and Consumer Reports-**

The Company may require your consent to obtain a consumer report on you in connection with your initial application for employment, your application for a new position in the Company, or an investigation into possible wrongful conduct by you. A consumer report may contain information regarding your character, general reputation, personal characteristics, or mode of living. The Company will use this information for employment purposes only. The Company may also obtain a consumer credit report for managerial positions, or where the job sought has regular access to personal information, where the employee is a signatory on a bank account, or where the employee has access to trade secret information or handles more than \$10,000 in cash.

### **Terms of Employment-**

Due to the nature of the Company's business, its customers, and other needs, the employment relationship is, and is intended to be, at will. This handbook contains the entire agreement between you and the Company as to the duration of your employment and the circumstances under which your employment may be terminated. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company shall require the Company to have "just" or "good cause" to terminate the employment relationship or to change the terms and conditions of your employment. Notwithstanding any disciplinary procedures or Company rules or regulations, either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or prior notice. Further, the Company can demote, transfer, suspend or otherwise

discipline an employee at will in its sole and absolute discretion. Nothing in this handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or indefinite employment or employment for a specific term, in a specific position, or at a specific rate of pay.

Even if another provision in this employee handbook or any other document seems to provide for continued employment or an exception to this at-will rule, this provision for at-will employment shall control. Indeed, if necessary to ensure that at-will employment, without exception, controls the employment relationship, this provision will be considered to invalidate any such contrary term, provision or agreement. As such, there will be no agreement, express or implied, between you and the Company for any specific period of employment, for continuing or long-term employment, or for employment under certain conditions, unless it is in writing, signed by the President of the Company.

### **Employee Classifications –**

You will be advised of your employee classification, and if you are eligible for Company benefits, at the time of hire, promotion, transfer, or if any other change in your position with the Company occurs. Since all employees are hired for an unspecified duration, assignment to any of these classifications does not guarantee employment for any specific length of time.

### **Immigration Reform and Control Act-**

The Immigration Reform and Control Act requires that all individuals pass a verification procedure, including the completion of an “Employment Verification Form (I-9)”, before they are permitted to work. This verification procedure requires that all new employees provide satisfactory, evidence of identity and legal authority to work in the United States that comply with the requirements of the Immigration law.

If an employee has provided documentation having an expiration date, updated documentation specified by Federal law must be given to the Company before this expiration date.

## **HOURS OF WORK/WORKING CONDITIONS**

### **Hours of Work –**

The hours of work are generally Monday through Thursday, from 8:30 a.m. to 5:00 p.m. with a 45 minute duty free lunch and Friday, 8:30 a.m. to 4:00 p.m. with a 60 minute duty free lunch period. The normal full-time workweek is 37 ½ hours Monday through Friday. However, management may alter or change the workday and workweek, for greater efficiency, to meet changing member needs and services or for any other business related reason.

### **Excessive Tardiness/Absenteeism –**

Absence from work or tardiness affects your income and hurts production. The ability of the Company to operate efficiently and meet its schedules depends upon your regular attendance. Habitual or excessive absenteeism and tardiness cannot be tolerated. Tardiness of a few minutes

does not require calling your supervisor, but an employee who expects to be delayed more than one-half hour must inform the supervisor. All employees are expected to call their supervisor within one half hour of reporting time on any day on which they expect to be absent. If a prolonged absence is anticipated, you should contact your supervisor about a possible leave of absence. Regular and timely attendance is an essential function of every employee's job.

### **Pay Procedures –**

You are paid weekly on Thursday for work performed during the payroll period ending the Sunday prior to the pay day. It is important that PIASC's payroll practices are strictly followed. This assures employees receive all pay for their work and that PIASC complies with human resource regulations requiring it to have an accurate record that reflects the employee's hours worked.

### **Time Worked Entries –**

Employees are required to enter their own time in our on-line payroll system (Easy Labor Time Card) when they begin and end work each workday. No one, regardless of circumstances, is permitted to enter time for anyone else or to allow such an occurrence. Employees shall enter their starting and ending time for their off-duty meal period into the payroll system. Employees must record their time in and out whenever they leave the premises for any reason, other than Company business.

### **Off-Duty Meal Period –**

Employees are not permitted to perform any work during their off duty meal period.

### **Holidays, Vacations and Sick Leave –**

Employees must enter PIASC holiday hours in their time record. The supervisor must make sure all employees have entered the holiday hours. If an employee requests vacation or sick leave pay and the supervisor approves, the employee will only receive the pay the Chief Accountant's record indicates is available. Employees should verify their sick or vacation hours available with the Chief Accountant if unsure of their available hours. "Exempt employees" are required to email the Chief Accountant their use of vacation hours during a workweek by 10 a.m. the Monday following the end of the workweek.

### **Employee Certification of Pay-**

It is the Company's goal to ensure that all employees are properly paid for all of their work. Therefore, it is every employee's responsibility to examine their paycheck and paycheck stub to ensure that they are being properly paid for all work time and that the paycheck and pay stub are accurate. If an employee believes that they have not been properly paid for all their work, the employee must immediately inform their supervisor.

### **Time Record Must Reflect Employee's Work Time-**

Supervisors or managers are authorized only to change an employee's time record to reflect the employee's actual work hours. No supervisor or manager can permit an employee to work "off the clock." No employees are permitted to work "off the clock" at any time. For the purposes of this policy, "off the clock" work is where an employee works for the Company but does not accurately record his/her time in the Company's approved time record.

If you believe that a supervisor or manager has modified your time record to inaccurately reflect your actual hours worked, you must immediately inform the Chief Accountant before the end of the following payroll period.

It will be presumed that the Company is accurately compensating an employee, unless the employee timely brings a complaint pursuant to this policy.

### **Department Approval-**

The supervisor must review, approve and have their employee's payroll hours transmitted to the Chief Accountant by 5 p.m. on Friday for normal workweeks. The payroll hours must reflect the hours worked by the employee, vacation, holiday or sick leave hours. The supervisor must transmit their employee's payroll hours to the Chief Accountant, if a Company holiday falls on Friday, by 10 a.m. the following Monday.

Once the payroll hours are transmitted to the Chief Accountant, they can only be changed by the supervisor. Changes can be made by them until 10 a.m. on Monday. If a change is required after 10 a.m., the supervisor must e-mail the request to the Chief Accountant to make the change, if possible.

It will be presumed that the Company is accurately compensating an employee, unless the employee timely brings a complaint pursuant to this policy.

### **Paychecks-**

Paychecks will not, under any circumstances, be given to any person other than the employee without prior written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request.

### **Remote Off-the Clock Work Time-**

Hourly non-exempt employees must inform the Company in writing the following business day the time(s) that they perform any work outside the workplace. This includes, for work purposes, sending or receiving e-mails, logging into Company computers, checking voice mails or texting others. The Company wants to make sure that all the time that an employee performs work is paid.

### **Garnishment/Orders to Withhold Earnings-**

Employees are responsible for their own debts. Garnishments and/or other court orders to withhold earnings cause considerable paperwork for the company. For this reason, the Company encourages employees to work out financial problems before they become an issue. The Company may receive a court order requiring it to withhold earnings from your paycheck. The Company is compelled by law to administer the court's order.

### **Overtime Authorization and Requirement-**

All overtime worked must be accurately recorded on time records and will be paid, but failure to have overtime authorized in advance of working the overtime is a violation of Company policy. You will be expected to perform overtime work on occasion when scheduled. There may be times when you will be unable to work overtime when asked to do so. In this event, please notify your supervisor so that other arrangements can be made. Repeated refusal to work overtime is a violation of Company policy.

### **Overtime Pay-**

All hours worked in excess of 37 1/2 hours in any workweek or 7 3/4 hours, Monday through Thursday, or 6 1/2 hours on Friday, shall be paid at 1 1/2 times each individual's straight-time hourly rate. If an employee performs work on all seven days of the Company's workweek, 1 1/2 times the employee's straight-time rate will be paid for the first 7 3/4 hours worked on the 7<sup>th</sup> day worked.

Double time of each individual's straight-time hourly rate will be paid for all hours worked in excess of 12 hours in any one workday. If an employee performs work all seven days of the Company's workweek, double-time will be paid for any hours worked on the 7th day in excess of 7 3/4 hours worked.

The workweek, for the purpose of calculating overtime, starts on Monday, and ends on Sunday. The workday, for purpose of daily overtime calculation, starts 12:00 midnight and continues for 24 hours, to the following day at 12:00 midnight.

### **Personal Makeup Time-**

The Company allows the use of make-up time when a non-exempt employee needs to take time off to tend to personal obligations. An employee's use of make-up time is completely voluntary. The Company does not encourage, discourage or solicit the use of make-up time.

A separate written request is required from the employee for "each occasion of personal obligation time off" that the employee wishes to makeup during a workweek indicating, for that occasion, the dates and hours in that same workweek they wish to work the makeup time. This written make-up time request must be received and approved in writing by management at minimum 24 hours before the employee works the make-up time(s) requested. The written request can be for workdays before or after the personal obligation time. The make-up time must

be worked in the same workweek in which the personal obligation time is taken off by the employee. The Company will have the discretion to grant or deny an employee's request for make-up time based upon the Company's staffing and operational needs.

If management grants this make-up time, the employee will receive straight-time pay, where he or she would have received time-and-one-half, for personal obligation make-up time. The employee will be paid this make-up time to a maximum of 11 hours worked, instead of 8 in a workday, at straight-time rates. Hours worked, including make-up time, beyond 11 hours in a day, or 40 hours in the workweek will receive appropriate overtime pay at time-and-one-half and double-time as indicated in the policy above.

### **Reporting Time Pay-**

**Reporting Time Pay-** An employee who is required to report to work and is not put to work or works less than 4 hours due to the Company's actions, will be paid a minimum of 4 hours pay, except in the event of failure of utilities, fire, flood, explosion, bombing, storm, act of God, or other conditions beyond the reasonable control of the Company, or as otherwise excepted by law.

If an employee is scheduled to work, and reports to work, a second time in a scheduled workday or on his or her scheduled day off, he or she will receive a minimum of 2 hours of pay, unless accepted by law.

### **Meal Periods-**

An opportunity for a 45 minute duty free lunch will be provided Monday through Thursday and a 60 minute duty free lunch on Friday. The supervisor of your department may change the meal period to a 30-minute period based on department requirements. The meal period must start no later than 4 hours and 45 minutes after the employee starts work. Employees will be relieved from all duties during their meal period.

If an employee works no more than 6 hours in a workday, they may waive their off-duty meal period in a written agreement with the Company.

If an employee works for a period of more than ten (10) hours in a workday, the employee will be provided with a second duty-free meal period of not less than 30 minutes. This duty-free meal period must be taken by no later than the end of the tenth hour of work. If the total hours the employee will work are no more than 12 hours in a workday, the second off-duty meal period may be waived by mutual written consent of the employee and the Company.

Employees must accurately record the times in and out for their meal period(s) on their time records.

You may not add your rest periods to your meal period so that you can take a longer meal period. You also should not use rest and meal periods to shorten the workday

The law requires that we provide you with off-duty meal periods.

If for some reason you believe you are prohibited from taking a full and continuous 30 minute meal period, you must advise the Chief Accountant in writing within that payroll period; or it will otherwise be presumed that you have taken or received the required meal periods.

### **Break Periods-**

Employees are authorized and permitted to take a paid break period of ten (10) consecutive minutes for each four hours worked or major fraction thereof which as far as practicable shall be taken in the middle of each 4-hour period. For example, full-time employees should take one rest period in the first half of their day and one in the second half. These 10-minute break periods should be taken by the employee on an informal basis. The employee will be relieved of all duties during the break period. If an employee's total daily work time is less than 3 ½ hours, no rest period will be authorized.

Employees are required to take their break periods. If you believe you are unable to take a break period, you must inform your supervisor immediately. The supervisor will adjust your schedule so you can take your break period. If for some reason you believe you are prohibited from taking a break period, you must advise the Chief Accountant in writing within that payroll period; or it will otherwise be presumed that you have taken or received the required break periods.

The Company does not discourage or impede employees from taking rest breaks.

### **Personal Loans or Advances-**

The Company will not make personal loans or advances against future earnings or vacation. In case of financial need, a loan may be arranged through the Printing Industries Credit Union. Our Company is a member and you are invited to use the services of the Credit Union. Forms to handle these financial transactions are available in the business office or direct from the Credit Union.

### **Travel Time-**

If the Company requires you, as an hourly employee, to attend an out-of-town business meeting, training session, or any other event, it will pay for your time in getting to and from the location of that event. Time spent driving, or as a passenger on an airplane, train, bus, taxi cab or car, or other mode of transportation, in traveling to and from this out-of-town event, and time spent waiting to purchase a ticket, check baggage, or get on board will be paid as "travel time".

The time you spend taking a break from travel in order to eat a meal, sleep or engage in purely personal pursuits not connected with traveling or making necessary travel connections (such as, for example, spending an extra day in a city before the start or following the conclusion of a conference to sightsee), will be unpaid.

You will be paid the current minimum wage for all "travel time". All hours that you are performing work related duties, when you are traveling, will be paid at your regular hourly rate of pay.



You will be paid the appropriate overtime rate for any hours worked in excess of 8 in a workday or 40 in a workweek. The appropriate rate for the “overtime” pay will be calculated using the “weighted average” method. Please see the Personnel or Payroll for an explanation of the “weighted average” overtime calculation.

Salary exempt employees will receive their normal weekly salary for all travel and work time during the workweek.

All necessary expenses incurred in connection with required travel, such as hotel accommodations, meals and transportation will be reimbursed to hourly and salary exempt employees.

## **DISCRIMINATION, HARASSMENT, VIOLATION OF THE LAW**

### **Non-Harassment Policy-**

The Company is committed to maintaining a work environment that is free of prohibited harassment and retaliation based on race, color, creed, sex (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), gender (which includes gender identity and expression), age, sexual orientation, national origin, ancestry, religion (which includes all aspects of religious belief, observance, and practice including religious dress and grooming practices), marital status, military service/veteran status, physical or mental disability, genetic information, medical condition (which includes genetic characteristics, cancer or a record or history of cancer), or any other legally protected class (collectively referred to as “protected classifications” or “protected class”). The Company also prohibits harassment based on the perception that someone is a member of a protected class or is associated with a member of a protected class. Consistent with state and federal law, reasonable accommodation will be provided to qualified applicants and employees with disabilities, for pregnant employees, and/or to accommodate religious practices of employees, unless doing so would result in an undue hardship.

Harassment includes unwelcome verbal, written, physical, visual or other conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee’s work performance. In the case of sexual harassment, such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee’s work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following when based upon an employee’s protected status: slurs, jokes, statements, gestures, assault, impeding or blocking another’s movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone’s “personal space,” foul or obscene language, leering, stalking, staring, unwanted or offensive letters, poems, offensive email or voicemail messages.

Sexual harassment includes unwanted sexual advances, requests for sexual favors, graphic,

verbal or physical conduct of a sexual nature. Sexual harassment may occur between members of the same or opposite sex. Further, harassment based on a person's sex is not limited to instances involving sexual behavior. That is, harassment on the basis of sex may occur without sexual advances or sexual overtones when conduct is directed at individuals because of their sex. This is often referred to as sex or gender harassment, and violates this Policy.

The following is a partial list of prohibited types of offensive behavior which could constitute sexual harassment:

1. Unwanted sexual advances;
2. Offering employment benefits in exchange for sexual favors;
3. Making or threatening reprisals after a negative response to sexual advances;
4. Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters;
5. Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes;
6. Verbal sexual advances or propositions;
7. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations;
8. Physical conduct, including touching, assault, impeding or blocking movements;
9. Managers and supervisors are prohibited from providing favorable treatment to employees with whom they are involved with in a consensual sexual relationship; and
10. All employees are prohibited from using nicknames or terms of endearment with a racial or sexual orientation, or based on any characteristic protected by law.

Regardless of whether the action occurred on or off Company premises, if you believe that you have been harassed by a co-worker, supervisor, agent, vendor or customer, or if you believe that another employee has been harassed, you have a duty to promptly report the facts of the incident or incidents, and names of the individuals involved, to your supervisor, the Executive Vice President or President. Any supervisory or managerial employee who receives such a complaint must promptly report it to the Executive Vice President or President. Employees may make complaints either verbally or in writing. Please note that no special form is required.

The matter will be immediately and thoroughly investigated, and confidentiality will be maintained to the extent possible. It is the obligation of all employees to cooperate fully in the investigation process. Based upon the Company's conclusions from the investigation, which

conclusions will be communicated to the primary parties involved as determined by the Company, the Company will take appropriate corrective and disciplinary action. Corrective action may include, for example, training or referral to counseling. Disciplinary action may range from a verbal or written warning to termination of employment, depending on the circumstances.

Retaliation against any employee for reporting or opposing harassment or who in good faith uses the internal complaint procedure or any external complaint procedure described in this policy, for assisting in the investigation of such a complaint, or for otherwise assisting in such a complaint is strictly prohibited.

If any employee believes that the above procedure has not resolved his or her situation, that employee may contact the California Department of Fair Employment and Housing (DFEH) at (916) 445-9918 to determine the location of the branch of the DFEH that is nearest to the employee to file a claim within one year of the date that the harassment occurred. The DFEH serves as a neutral fact-finder and will attempt to assist the parties to voluntarily resolve their dispute. No action will be taken against any employee in any manner for opposing harassment or for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the DFEH or the Fair Employment Housing Commission (FEHC) with respect to harassment.

All managerial employees, including administrators, directors, managers and supervisors, and persons with lead responsibilities, will also be held accountable for failing to take appropriate action to address harassment or retaliation.

As part of the Company's commitment to provide a harassment free workplace, the Company provides and requires training for all managers and supervisors on sexual and all other forms of prohibited harassment, at least once every two years. While it is nearly impossible to prevent all employee conflict in any business, we believe that training our management staff how to recognize and prevent harassment goes a long way to eliminating it in our workplace altogether.

### **Equal Employment Policy-**

The Company is an equal opportunity employer and makes employment decisions on the basis of merit and other legitimate business reasons. We want to have the best available people in every job. Therefore, the Company does not discriminate, and does not permit its employees to discriminate against other employees or applicants because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, military and veteran status, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related or genetic characteristic), genetic information or any other characteristic protected by local, state or federal law. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, discipline, layoff, recall and termination.

Employment discrimination may occur when an employer treats applicants or employees less favorably than others because of their protected classification. Examples of employment discrimination include making decisions regarding hiring, firing, advancement, wages, discipline, or promotion, based on a protected class. Employment discrimination can also occur when an employer adopts a neutral job policy which disproportionately affects members of a protected class and is not job related or a business necessity.

Regardless of whether the action occurred on or off Company premises, if you believe that you or another employee has been subjected to any form of discrimination, you have a duty to promptly report the facts of the incident or incidents, names of the individuals involved, and the names of any witnesses to your supervisor, the Executive Vice President or President. Any supervisory or managerial employee who receives such a complaint must promptly report it to the Executive Vice President or President. Employees may make complaints either verbally or in writing. Please note that no special form is required.

The matter will be immediately and thoroughly investigated, and confidentiality will be maintained to the extent possible. It is the obligation of all employees to cooperate fully in the investigation process. Based upon the Company's conclusions from the investigation, which conclusions will be communicated to the primary parties involved as determined by the Company, the Company will take appropriate corrective and disciplinary action. Corrective action may include, for example, training or referral to counseling. Disciplinary action may range from a verbal or written warning to termination of employment, depending on the circumstances.

Retaliation against any employee for reporting or opposing discrimination or who in good faith uses the internal complaint procedure or any external complaint procedure described in this policy, for assisting in the investigation of such a complaint, or for otherwise assisting in such a complaint is strictly prohibited.

If any employee believes that the above procedure has not resolved his or her situation, that employee may contact the California Department of Fair Employment and Housing (DFEH) at (916) 445-9918 to determine the location of the branch of the DFEH that is nearest to the employee to file a claim within one year of the date that the discrimination occurred. The DFEH serves as a neutral fact-finder and will attempt to assist the parties to voluntarily resolve their dispute. Employees may also contact the federal Equal Employment Opportunity Commission (EEOC). No action will be taken against any employee in any manner for opposing discrimination or for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the DFEH or the EEOC with respect to discrimination retaliation, or harassment.

All managerial employees, including administrators, directors, managers and supervisors, and persons with lead responsibilities, will also be held accountable for failing to take appropriate action to address discrimination or retaliation.

## **Violations of the Law –**

The Company wants to be a good citizen and follow all applicable laws, regulation, or codes in performing its business interests.

**Employee and Company Responsibilities:** Regardless of whether the action occurred on or off Company premises, if you believe that the Company or another employee has violated any applicable law in the conduct of Company business, you have a duty to promptly report the facts of the incident or incidents, and names of the individuals involved, to your supervisor, the Executive Vice President or President. Any supervisory or managerial employee who receives such a complaint must promptly report it to the Executive Vice President or President.

The matter will be immediately and thoroughly investigated, and confidentiality will be maintained to the extent possible. It is the obligation of all employees to cooperate fully in the investigation process. Based upon the Company's conclusions from the investigation, which conclusions will be communicated to the primary parties involved as determined by the Company, the Company will take appropriate corrective and disciplinary action. Corrective action may include, for example, training or referral to counseling. Disciplinary action may range from a verbal or written warning to termination of employment, depending on the circumstances.

Retaliation against any employee for reporting or opposing an alleged violation or who in good faith uses the internal complaint for assisting in the investigation of such a complaint, or for otherwise assisting in such a complaint is strictly prohibited.

## **REASONABLE ACCOMMODATION**

### **Disability Accommodation-**

The Company will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship would result or as otherwise accepted by law. The applicant or employee should advise the Company what accommodations he or she believes are needed in order to perform the job. Together with the applicant or employee, the Company will engage in an interactive process to determine effective, reasonable accommodations, if any. Medical substantiation of the requested accommodation may be required. If such an accommodation is reasonable and will not impose undue hardship upon the Company, constitute a direct threat to the health or safety of the employee or of others, or is not otherwise accepted by law, the Company will make the accommodation. Among other exceptions, the Company is not required to accommodate an employee if the requested accommodation requires the use of medical marijuana.

The Company also reserves its right to require an employee to undergo a fitness for duty medical examination, at the Company's expense, if the Company believes or suspects that the employee may not be able to perform the essential duties of the job. In such an instance, the Company will so advise the employee, in writing, of the need for the examination. Depending on the situation, the Company reserves the right to suspend employment pending the results of the examination.

### **Pregnancy Accommodation-**

A pregnant employee may request a reasonable accommodation of her condition. You must timely provide a medical certification from your health care provider of the medical need for your reasonable accommodation or transfer.

The Company has an obligation to transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy. The Company also has an obligation to reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as for example temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks). If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy. However, the Company will not undertake to create additional employment that the Company would not otherwise have created to meet its own business needs. The Company will not be required to discharge any employee, transfer any employee with more seniority than the pregnant employee, or to promote any employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits, which are regularly provided to employees in the position to which the employee has transferred. To receive reasonable accommodation or to obtain a transfer, you must give your employer sufficient notice for your employer to make appropriate plans – 30 days advance notice if the need for the reasonable accommodation or transfer is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable. Please note that if you fail to give your employer reasonable advance notice or written medical certification of your medical need, the Company may be justified in delaying your reasonable accommodation or transfer. Pregnancy disability leave rights are contained in a different policy entitled Pregnancy Disability Leave.

### **Lactation Accommodation-**

For employees who wish to express breast milk at work, the Company will provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in privacy.

### **Accommodation of Religious Dress and Grooming-**

The Company will reasonably accommodate the religious dress and grooming practices of employees (similar to accommodation of other religious practices), unless it would create an undue hardship.

### **Service Animals-**

Because we are open to the general public, federal and state laws require that our disabled patrons be able to make use of a service animal to assist them in using our facilities. According to recent changes in the law, a service animal may only be a dog or, under very limited circumstances, a specially trained miniature horse. However, these service animals need NOT have a yellow or other distinguishing vest identifying them as a service animal; they may appear like any other animal. To be a service animal, the patron need only identify the dog as a service

animal. You should not question the patron about the legitimacy of the service animal or how the animal is of use to the patron; it is sufficient that the patron calls the animal a service animal. Based on that alone, you should allow the patron access with the dog.

If you have a concern about the animal, or if the animal becomes disruptive in any way or causes a problem with any other guests, alert your manager immediately.

### **Industrial Injury or Illness Return to Work Program-**

The Company will make reasonable accommodations for the known physical or mental disabilities of an employee temporarily disabled by an industrial injury or illness. The Company will reasonably accommodate your medical needs related to the industrial injury or illness (such as temporarily modifying your work duties, or providing you with a less strenuous or hazardous position or duties that reasonably accommodate your medical needs related to the injury or illness.

## **COMMUNICATION AND PROBLEM SOLVING**

### **Non-Solicitation and Distribution Rule-**

In order to prevent disruptions in the operation of the Company, and in order to protect employees from harassment and interference with their work, the following rules regarding solicitation and distribution of literature on Company property must be observed.

**Employees:** During working time, no employee shall solicit, or distribute literature to another employee for any purpose. “Working Time” refers to that portion of the working day in which the employee is supposed to be performing actual job duties; it does not include such times as lunchtime, break time, or time before or after a shift.

Thus, no employee who is on “working time” shall solicit or distribute literature to another employee. No employee who is on “non-working time” shall solicit or distribute literature to an employee who is on “working time”.

No employee shall distribute literature to another employee for any purpose in working areas of the Company.

No employee shall solicit, or distribute literature to any visitors at any time for any purpose.

**Non-Employees:** Persons who are not employed by the Company shall not distribute literature or solicit employees or visitors at any time for any purpose on Company grounds or inside the Company plant or office.

### **Bulletin Board-**

The bulletin board has notices required by law, company announcements, memoranda and similar material. This bulletin board is provided to keep you informed of events important to all of us. You should examine it frequently. If a notice appearing on the bulletin board is not clear, or if you wish further information about it, ask your supervisor. The bulletin board is reserved for company business and no one other than management is authorized to post or remove any material from it.

### **CONFIDENTIALITY AND CONFLICT OF INTEREST**

#### **Non-Fraternization-**

The Company desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissention problems that can result from certain personal relationships between employees.

Accordingly, employees are prohibited from fraternizing or becoming romantically involved with each other when their personal relationships create an actual conflict of interest, cause disruption, create a negative or unprofessional work environment, present problems regarding supervision, work performance, attitude, safety, security or morale, or cause other work related problems.

All employees should remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

This policy is not intended to prevent employees from engaging in discussions regarding their wages, hours, or working conditions with any other employee or engaging in protected concerted activity. Employees will not be disciplined or retaliated against for such discussions.

#### **Off Duty Conduct-**

Employees are required to avoid any conflict of interest during their employment by the Company. Any involvement that conflicts with an employee's duties or responsibilities or affects the employee's judgment in making a decision affecting the Company will be considered a conflict of interest. This includes any direct or indirect business, management or financial interest or activity, whether or not for compensation, in any business or entity that is a competitor, customer, supplier, or vendor of the Company.

Employees may engage in or have outside business or personal interests or activities that do not constitute a conflict of interest with their employment by the Company. The Company requires that these activities or interests do not adversely affect an employee's capacity to perform his or her functions or result in conflicting loyalties.

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's integrity, reputation or credibility. Off duty conduct that adversely affects



the Company's legitimate business interests or an employee's ability to perform his or her work will not be tolerated and may result in discipline, up to and including termination.

### **Personal Involvement-**

Personal or romantic involvement with a competitor, customer, vendor or supplier may impair an employee's ability to exercise good judgment on behalf of the Company. An employee should immediately disclose any relationship of this type to his or her supervisor. The Company will determine if any actual conflict of interest exists. If a conflict is determined to exist; the Company will take whatever corrective action it deems to be appropriate.

### **Outside Employment-**

The Company has no desire to regulate what employees do with their own time outside work hours. However, employees may not have outside employment that constitutes a conflict of interest with their employment with the Company. Outside employment must not interfere with the overtime demands of the employee's job or diminish or impair an employee's capacity to fulfill their duties, obligations and responsibilities to the Company.

### **Confidentiality and Non-Disclosure-**

The Company may provide and make available to you certain information regarding our business and our clients'/customers' business, including without limitation: various sales and marketing information; pending projects or proposals; financial information of the Company or of our clients'/customers' companies; customer information reports; and all known salary information or employment contract language or terms, except for the employee's own salary information or employment contract language or terms.

Whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media or in any electronic or digital form ("Information"), this Information is of substantial value, highly confidential and is not known to the general public. It is the subject of reasonable efforts to maintain its secrecy, constitutes the professional and trade secrets of the Company or our clients/customers, and is being provided and disclosed to you solely for use in connection with your employment by the Company.

In consideration of your employment and receipt of the Information, you agree that you:

1. Will regard and preserve the Information as highly confidential and the trade secrets of the Company or our clients/customers;
2. Will not disclose, nor permit to be disclosed, any of the Information to any person or entity, absent written consent and approval from the Company;
3. Will not photocopy or duplicate, and will not permit any person to photocopy or duplicate, any of the Information without the Company's written consent and approval;

4. Will not upload any such information to a personal cloud storage such as, for example, Dropbox or Google Docs without the Company's written consent and approval;
5. Will not make any use of Information for their own benefit or the benefit of any person or entity other than the Company;
6. Will return all Information to the Company immediately upon request and, in any case, upon separation from employment for any reason, and not retain copies of same in any form whatsoever, including but not limited, to written, electronic, or digital;
7. Will immediately contact the Company if any client or customer of the Company contacts you after termination or resignation of your employment with the Company.

### **Identity Theft –**

The Company is strongly committed to ensuring that our employees and our clients/customers are not the victims of identity theft. To that end, this policy is the Company's written program to detect relevant identity theft warning signs. If you believe that there is any suspicious activity occurring regarding our employees' or clients'/customers' private information, you should immediately bring that activity to the Executive Vice President's attention. For example, if a customer's identification does not match his/her credit card information that may indicate the potential of identity theft.

Additionally, you should ensure that you safeguard any private information about employees and customers/clients by not leaving it in plain view and ensuring that it is timely and securely filed.

This program will be managed by the Board of Directors.

Finally, the Company will attempt to ensure that any third party service providers with which it works also commit themselves to ensuring that our employees' and our clients'/customers' private information is kept confidential. If you have any questions about this program, you should immediately bring it to the attention of your supervisor.

### **ADVANCING WITH THE COMPANY**

#### **Performance Evaluations-**

Periodic evaluations may be made to determine your individual progress, training needs, and potential pay increases. Pay increases are not automatic and depend on factors such as the employee's demonstrated job proficiency, the Company's ability to pay, and other business-related factors as determined solely by the Company.

### **Promotions-**

The chance to advance is important to each of us. By promoting from within our organization, when present employees are qualified and as justified by our Company needs and growth, the Company offers as many opportunities for advancement as possible.

## **INSURANCE PROGRAMS REQUIRED BY LAW**

### **Workers' Compensation-**

The Company furnishes workers' compensation insurance coverage at its expense. Workers' compensation insurance is intended to provide medical care and pay for lost time resulting from injuries on the job and those illnesses caused by an employee's work. If an employee is injured on the job, the injury must be reported in writing to the supervisor immediately, no matter how minor the injury is, in order for the proper reports to be filled out. Failure to timely report an injury may jeopardize or delay your rights to certain benefits.

To ensure you of quality care in case of work related injury or illness, the Company will direct you to an appropriate health care provider for the treatment of any such injury or illness. If you wish to be treated by your own health care provider instead, you must notify the Company in writing before any injury or illness occurs.

**Workers' Compensation Fraud-** Any employee who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. Workers' compensation fraud is punishable by up to five years in state prison and a fine of up to \$150,000.

### **State Disability Insurance-**

Non-occupational disability insurance is provided by state law for every California employee who is covered by the Unemployment Insurance Act and who meets the eligibility requirements. This insurance will compensate you in part for loss of wages you may suffer if you are unable to work because of sickness or injury not connected with your work. The law requires your contribution to this insurance. The Company will give you a brochure entitled "State Disability Insurance Provisions" published by the State of California Employment Development Department. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Company employee handbook or for testifying in a disability proceeding.

### **Paid Family Leave Insurance-**

All employees are covered under the state Paid Family Leave insurance plan (PFL). This program provides for wage reimbursement of up to six (6) weeks of partial pay in any 12 month period to an employee to take time off to care for a seriously ill parent, spouse, registered

domestic partner or child, grandparent, grandchild, sibling or parent-in-law or to take time off to bond with a newborn child or a newly placed adopted or foster child. PFL benefits are paid to an employee by the state. PFL does not create any rights or entitlement to time off of work. PFL is funded by an employee payroll deduction, according to the law.

### **State Unemployment Insurance-**

You may be protected against total or partial loss of wages if you become unemployed or partially unemployed under certain conditions as outlined by the California Unemployment Insurance Act. Eligibility requirements under this act will be explained to you at any office of the State Employment Development Department. This insurance is completely paid for by your Company in the form of unemployment insurance taxes. The State Employment Development Department will only allow unemployment insurance payments on those claims covered by the Act. No action will be taken against any employee in any manner for testifying in an unemployment hearing. The Company, upon an employee's separation from employment, will provide a booklet entitled "EDD for Your Benefit, California's Programs for the Unemployed" published by the State Employment Development Department.

### **Federal Social Security (F.I.C.A.)-**

The Federal Insurance Compensation Act (FICA) is a Federal law, which requires employers and employees to pay a part of all salaries and wages to the government in return for certain old age and survivors' benefits. Neither you nor your Company has any choice in this. At the age of 62 and older, upon application, you may become eligible to receive stipulated, reduced or full monthly payments based on your average income while you were working, or if you should die, your survivors will receive such payments. More detailed information is obtainable from any branch office of the Social Security Administration. The cost is borne equally by employer and employee contributions.

### **BENEFITS**

To the extent a benefit is governed by a plan summary or document, that plan summary or document will control over the terms of this handbook.

### **401k Plan –**

The Company recognizes that the key to its success is the performance of its employees. To reward such performance, the Company has established a 401K plan. The Company offers employees the opportunity to participate in the 401K plan after the employee meets the basic requirements among which are the following: (1) One continuous year of employment; and (2) reaching the age of 21 years.

### **Company Health Insurance/Life Insurance –**

All full-time employees and their dependents can be covered under the Printing Industries Benefit Trust plan for hospitalization, surgical, dental and medical coverage. Life insurance is

provided to employees only. You will become eligible for coverage under this plan the first of the month following completion of 30 calendar days of employment. Descriptive insurance folders and enrollment forms are available in the office.

Example:	Employee Hired	February 07
	Company Waiting Period	30 days (March 08)
	Insurance Effective Date	April 01

### **Employee Purchases** –

No merchandise may be ordered through Company purchase unless authorized in writing by Management.

### **Holiday Pay** –

All full-time employees shall be paid a normal day's pay at straight time rates for the following 9 recognized Company holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day following Thanksgiving, Christmas Day, and Christmas Eve or New Year's Eve Day (at the Company's option).

Employees must have worked the complete shift on their last scheduled workday prior to the holiday and the complete shift on their next scheduled workday after the holiday, to be eligible for holiday pay. Management may consider a compelling reason, such as the medically verified illness or injury of the employee, in the payment or nonpayment of the holiday when this provision has not been fully met.

Paid holidays are not counted as hours worked for the purpose of computing weekly overtime.

If a recognized Company holiday falls on Sunday, it may be observed on the following Monday as a paid holiday, or if it falls on Saturday, it may be observed the previous Friday. Such a change is at the Company's option. The Company further may reschedule a Company provided holiday any other day or date it chooses.

If a recognized holiday falls during a period of leave without pay, no pay will be given for the holiday. Should a holiday occur during your vacation period, an additional paid day off will be allowed.

The employee will be paid at time-and one-half of their hourly rate of pay for all hours worked on a holiday. Additionally, the employee will receive holiday pay if otherwise eligible for this benefit.

**Vacation Pay** - Full-time employees can earn vacation hours, as of their employment anniversary date, to the maximums described below\*. The potential vacation, which can be earned as of each anniversary date by an employee, is based upon the number of full months or major fraction thereof worked in the previous anniversary year; the employee's continuous years of service from their most recent date of hire; and the following schedule.

### Amount of Vacation Pay Earned per Month of Employment

1 <sup>st</sup> Month to 60 <sup>th</sup> Month of Employment .....	6.25 Hours per Month
61 <sup>st</sup> Month to 240 <sup>th</sup> Month of Employment .....	9.375 Hours per Month
241 <sup>st</sup> Month Forward .....	12.50 Hours per Month

Hourly employees are required to indicate vacation pay on their individual payroll time entry record for the workweek. Salaried employees are required to e-mail the Payroll Administrator to indicate vacation pay during the workweek.

The policy places the following caps on the maximum amount of potential vacation hours/days an employee can earn at any time. From the first to the fifth anniversary date of employment, the employee cannot accumulate earned vacation beyond a total of 15 days at any time. From the fifth to the 20<sup>th</sup> anniversary date of employment, the employee cannot accumulate earned vacation beyond a total of 20 days at any time. From the 20<sup>th</sup> anniversary year and thereafter, the employee cannot accumulate earned vacation beyond a total of 25 days at any time.

Time off for disability, sick leave, personal leaves, or other leaves of absence are not considered time worked and are not counted in the accumulation of earned vacation pay. Paid vacation time is not counted as hours worked for the purpose of computing weekly overtime.

In the process of scheduling vacations, employee's individual preferences will be considered, but the Company may schedule at its option the employee's vacation if the employee fails to do so or if the Company deems such action appropriate. Employees with the longest service in each department will receive preference in case of conflicting requests. Five (5) days of earned vacation per calendar year can be taken as individual days off when permitted by workload or as sick leave. Employees, for vacation time taken beyond the five (5) individual days, are required to take five (5) continuous days of paid vacation, or one calendar week off as paid vacations for all remaining vacation time taken per calendar year.

Employees must obtain the written approval (on a company provided form) of their Supervisor before commencing their vacation. Approval should be requested in advance of the date the vacation is expected to begin. In the process of scheduling vacations, employee's individual preferences will be considered, but the Company may schedule at its option the employee's vacation if the employee fails to do so or if the Company deems such action appropriate. Earned vacation may be given or required to be taken at the Company's sole discretion as paid days off when production is low, for Christmas week closings, holidays, as personal leave days or sick leave days or other reasons.

Vacation pay earned and unused up to the date of termination from employment will be paid to the employee upon termination at their current hourly rate of pay. This includes hours of vacation earned but unused from previous anniversary years as well as hours of vacation earned, but unused, on a per diem basis to the date of termination.

### **Sick Leave Pay/Kin Care-**

Each eligible new hire, will have, at the start of employment, available 24 hours of paid sick leave to be used before their first calendar year of employment. The employee further will have 40 hours of sick leave pay available at the beginning of each calendar year, which can only be used during the following calendar year of employment. Sick leave available for a particular year cannot be carried over to future calendar years. The remaining available sick leave will be paid at the end of the employee's first full calendar year of employment on December 31st. New hires will not be paid remaining available sick leave during their first year of employment. Employees terminating employment will not be paid any unused sick leave still available to them.

In order to be eligible for paid sick days, employees must work in California for 30 or more days within a year. The sick leave pay may be used by employees following 90 days of employment. The sick leave pay is available to employees who are medically not able to perform their normal duties or for quarantine of the employee for avoidance of spread of disease. A portion of the employee's available sick leave pay can be used as Kincare to attend to ill family members, which are defined as an employee's child, parent, domestic partner or spouse, grandparent, grandchild or sibling. This portion is equivalent to 50% of the total annual sick leave provided in this policy, or 24 hours for new hires and 40 hours for current employees.

Sick leave is also available if an employee, or a member of an employee's immediate family, has been the victim of a crime, domestic assault, sexual violence and/or stalking and the employee needs to take time off in order to attend related judicial proceedings or to seek psychological counseling services, medical services, safety planning services, or shelter/crisis center services related to the crime, domestic violence, sexual assault or stalking.

Verification of the employee's illness, or need to attend to an immediate family member or domestic partner who is ill, may be required by the Company in order for payment to be made.

Paid sick leave time is not counted as hours worked for the purpose of computing weekly overtime.

### **Bereavement Time Off-**

If a death occurs in your family to your mother or father, wife or husband, domestic partner, child, brother or sister, mother-in-law, or father-in-law you may need some time off to attend the funeral and/or pre-burial activities. You may miss up to 3 regular days of work, which occur between the death and the funeral without loss of pay. If an employee must miss more than 3 days, the Company may grant additional time off without pay. The Company may request adequate verification.

## **PAID LEAVES OF ABSENCE**

### **Organ and Bone Marrow Donor Leave-**

An employee will be granted a leave of absence due to their donation of an organ or bone marrow to another person.

**Request for Leave:** No employee shall be granted an organ or bone marrow leave unless they submit a written request for leave stating that they are an organ or bone marrow donor and showing a medical necessity for the donation of the organ or bone marrow. Failure to provide the above information is grounds for denial of this leave of absence.

**Length of Leave:** Leave time due to organ donation may not exceed thirty (30) days off in any 12-month period, commencing with the first day on which any such leave is taken.

Leave time due to bone marrow donation may not exceed five (5) days off in any 12-month period, commencing with the first day on which any such leave is taken.

**Compensation and Benefits:** Organ and bone marrow donor leave is with pay. As such, employees will be paid their usual and customary salary/daily rate while on such leave.

Time spent on an organ or bone marrow donor leave will not constitute a break in service for any reason. To the extent an employee receives benefits under a group health plan benefits, the Company will continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave.

**Use of Vacation and Sick Leave:** The Company requires employees taking leave to donate bone marrow to use no more than five days of earned but unused sick or vacation leave. The Company requires employees taking leave to donate an organ to use no more than two weeks of earned but unused sick or vacation leave.

**Return from Leave:** Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

### **Time Off to Vote-**

Because the Company has a continuing interest in encouraging responsible citizenship, you are urged to vote for the candidates of your choice at local, state and national elections either before or after your regular day. In extreme cases, if you do not have sufficient time outside of working hours within which to vote, you will be allowed to take up to two hours off with pay for this purpose. Such time off should be taken at the beginning or end of your regular day, whichever allows for more free time to vote.

To receive time off for voting, you must advise your supervisor that you will need time off at least three days before Election Day, receive approval from your supervisor, and present a voter's receipt to your supervisor.



No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

### **UNPAID LEAVES OF ABSENCE**

The Company provides a variety of unpaid leaves of absence as set forth below. All leaves will run concurrently to the maximum extent permitted by law.

#### **Family and Medical Care Leave of Absence (FMLA)/California Family Rights Act (CFRA)**

**Eligibility:** To be eligible for this leave, an employee must meet the following criteria:

1. The employee must be employed by the Company for at least one (1) year of aggregate employment. Any employment with the company during the last seven (7) years will be counted towards the “one (1) year of aggregate employment”;
2. The employee must have worked for the Company for at least 1,250 hours (excluding vacations, holidays, sick leave and leaves of absence) during the immediately preceding 12 month period. The hours that would have been worked by a person but for their military leave will be counted towards the 1,250 hour threshold when they return from active duty status; and
3. The employee must be employed at a location where fifty (50) of the Company workers are employed or work within seventy-five miles of each other.

**Reasons for Leave:** Leaves under this policy are available for the following reasons:

1. Child Bonding- Due to the birth of the employee’s child or placement of a child with the employee by adoption or for foster care.
2. Serious Health Condition- To care for a child, spouse, registered domestic partner (under CFRA) or parent with a serious health condition, or on account of the employee’s own serious health condition, including work-related injuries or illness. For purpose of this policy, a parent can mean someone who stands *in loco parentis* to the employee and a child can be someone for whom the employee stands *in loco parentis*.
3. Service-member’s Serious Health Condition- To care for a current member of the Armed Forces, including a member of the National Guard or Reserves or a member of the Armed Forces who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which they are undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Covered service members also include veterans who were previously members of the Armed Forces (including the National Guard and Reserves) and are undergoing medical treatment, recuperation, or therapy for a serious injury or illness within five years of active

membership. The term “serious injury or illness” means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty. With regard to veterans, the injury or illness may manifest itself before or after the individual assumed veteran status. The employee must be the spouse, son, daughter, parent, or next of kin of a covered service member of the Armed Forces... For the purposes of this policy, a parent can mean someone who stands *in loco parentis* to the employee and a child can be someone for whom the employee stands *in loco parentis*.

**Service-member’s Serious Health Condition-** To care for a current member of the Armed Forces, or a member of the Armed Forces who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which they are undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. The employee must be the spouse, son, daughter, parent, or next of kin of a member of the United States Armed forces. For the purposes of this policy, a parent can mean someone who stands *in loco parentis* to the employee and a child can be someone for whom the employee stands *in loco parentis*.

4. **Qualifying Exigency Involving a Service-member-** To address a “qualifying exigency” as defined below.

**Qualifying Exigencies:** Federal law describes many circumstances that may be considered a “qualifying exigency”. If there is any question on whether something is a qualifying exigency, the Company will use only such circumstance as are required by law and nothing in this policy should be considered to have granted any rights to leave that are not required by law. In any event, all qualifying exigencies require that the military member be the employee’s spouse, son, daughter, or parent on active duty or call to active duty status. Military members covered by this policy also include the employee’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood *in loco parentis*, who is on active duty or call to active duty status, and who is of any age. For purposes of this policy, a “parent” can mean someone who stands *in loco parentis* to the employee and a “child”, “son” or “daughter” can be someone for whom the employee stands *in loco parentis*. A qualifying exigency is, as defined by applicable law: 1) Short-Notice Deployment; 2) Military Events and Related Activities; 3) Childcare and School Activities; 4) Financial and Legal Arrangements; 5) Counseling; 6) Rest and Recuperation; 7) Post Deployment Activities; and 8) Additional Activities as agreed by the Company and employee.

**Length of Leave:** Leave time due to child bonding, a serious health condition (other than a service-member’s serious health condition), or a qualifying exigency may not exceed twelve (12) weeks off in any 12-month period, commencing with the first day on which any family and medical care leave is taken.

Leave time due to a "service-member's serious health condition" may not exceed twenty-six (26) weeks off in any 12-month period, commencing with the first day on which any such leave is taken. Thus, for example, an eligible employee may, during the single 12-month period take sixteen (16) weeks of leave to care for a covered service-member and ten (10) weeks of leave to care for a newborn child. However, the employee may not take more than twelve (12) weeks of leave to care for the newborn child during the single 12-month period even if the employee takes fewer than fourteen (14) weeks of Family and Medical Care Leave of Absence (FMLA) to care for a covered service-member.

Each instance of leave time due to a short-notice "qualifying exigency" may not exceed seven (7) calendar days off. Each instance of leave time due to rest and relaxation qualifying exigency may not exceed five (5) calendar days. Each instance of leave time due to any additional activity to which the Company and employee agree is a qualifying exigency may not exceed the time agreed to by the Company and the employee.

A family and medical care leave may be taken in addition to any leave of absence to which an employee may be entitled on account of a disability resulting from pregnancy disability.

No more than a combined total of 12 weeks of family and medical care leave in a 12 month period will be granted to parents who both work for the company where the leave is taken on account of the birth of a child or for placement of a child by adoption or for foster care.

If the leave is required due to a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of the Company's operations.

**Use of Vacation or Sick Leave:** An employee who takes a Family and Medical Care Leave of Absence can mutually agree with the Company to substitute for such leave any sick leave or vacation time that the employee may have available.

**Intermittent Leave:** If the leave is due to a serious health condition in the employee's family or the employee's own health problems, it will, upon request, be granted to an employee on an intermittent basis. If the employee has requested intermittent leave, the company may temporarily transfer the employee to another position which better accommodates recurring periods of leave, provided that the employee is qualified for the other position and that the employee continues to receive equivalent pay and benefits.

**Request for Leave-** No leave will be granted to an employee unless he or she submits a written request for a family and medical care leave stating the beginning date and length of such leave. You must give sufficient notice of at least 30 days advance notice if the need for leave is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable. Written updates may be required from time to time thereafter. Failure to comply with these requirements is grounds for delay and/or denial of a family or medical care leave.

Where the leave is requested to enable the employee to care for a seriously ill child, spouse, registered domestic partner or parent, or because of the employee's own serious health condition, the employee must furnish a doctor's written certification. The doctor's written certification must

include the date the serious health condition commenced, and an estimate of the probable duration of the condition. For leave to enable the employee to care for a seriously ill child, spouse, registered domestic partner or parent, the written certification must also contain (1) an estimate of the amount of time that the doctor believes the employee needs to care for the family member, and (2) a statement that the serious health condition warrants participation of a family member to provide care during a period of treatment or supervision.

For leave because of the employee's own serious health condition, the written certification must also indicate if the employee is unable to perform work of any kind or is unable to perform the essential functions of the employee's job as set forth in the employee's written job description.

For leave because of a qualifying exigency, the first time that the employee requests such leave, the Company may request that the employee provide a copy of the covered military member's active duty orders or other documents issued by the military which indicate that the military member is on active duty or call to active duty status and dates of the active duty service. The Company then may require that the employee provide a signed certification stating, among other things, the need for leave, the approximate date for commencing the leave, the frequency and duration requested, and the contact information for third parties involved. If the qualifying exigency involves a third person, without the employee's permission, the Company may contact the third person to verify the employee's meeting or appointment with the third party. Without prior employee permission, the Company also may contact the Department of Defense to verify the military member's active duty.

For leave to care for a service-member with a serious injury or illness, the Company may require the employee to provide certification from the service-members health care provider. This certification may request the health care provider to provide, among other things, the name, address and contact information of the health care provider, their medical practice type, their specialty, whether the service-member's injury or illness was incurred in the line of active duty, approximate date and probable duration of the condition, medical facts sufficient to ascertain the need for the leave and information about intermittent or reduced schedule treatment. The Company can also request information from the employee or service-member to ascertain the need for the leave and its duration. The Company may accept International Travel Orders or Invitational Travel Authorizations in lieu of the Company's certification form. The Company will not request second or third medical opinions or recertification when leave is requested for a service-member's serious injury or illness.

**Second Medical Opinion:** Prior to granting a leave because of an employee's own serious health condition, the Company may request a second medical opinion to be rendered by a doctor of its choice. If the opinions of the employee's and the Company's doctors differ, the Company may require a final and binding opinion from a third doctor, jointly approved by the Company and the employee.

**Compensation and Benefits:** Family and medical care leave is without pay from the Company. The Company will, however, continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave for a maximum of twelve (12) weeks in any 12-month period or if the leave is for service-members illness or injury, for a

maximum of twenty-six (26) weeks in any 12 month period. The employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction. Insurance may be cancelled if the employee fails to pay his or her portion while on leave.

**Return from Leave:** Where family and medical care leave has been taken by an employee on account of the employee's own serious health condition, before the employee returns to work, the employee must provide the company with a written doctor's certification that the employee is able to resume work. The company reserves the right to require a physical examination by a doctor of its choice to determine if the employee is able to perform the essential functions of the employee's job as set forth in the employee's written job description. Failure to return from leave of absence by the scheduled time may result in termination.

Upon return from an approved FMLA/CFRA leave of absence, the company will return the employee to the same position held prior to the leave of absence, subject to law-required exceptions. If this position is not available, the company will offer the employee a comparable position. Any personnel action (i.e. layoffs, salary actions, reorganizations, etc.) taken by the Company during the employee's leave will be applied to the employee as if the employee had not taken a leave.

#### **Pregnancy Disability Leave of Absence-**

**Request for Leave:** An employee will be granted a pregnancy disability leave of absence ("PDL") due to a disability arising from pregnancy or childbirth, provided that she submits a written request for such leave. The Company will also reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks), or transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy. To receive reasonable accommodation, obtain a transfer, or take PDL, you must give sufficient notice of at least 30 days advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practical if the need is an emergency or unforeseeable. In addition, the employee must furnish a doctor's written certification stating the leave time is necessary due to pregnancy or childbirth and the length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a pregnancy or childbirth leave of absence.

**Length of Leave:** A pregnancy or childbirth leave of absence shall be for a reasonable period of time during which an employee is disabled, but the leave of absence shall not exceed a maximum of four months or 17 1/3 weeks, or 88 workdays (based on a 5 day workweek). Part-time employees will be granted a pro-rata amount of this maximum leave time. This leave does not need to be taken in one continuous period of time but can be taken on an as needed basis. Time off, certified by a physician as pregnancy or childbirth related, such as severe morning sickness, can be taken as part of the employee's maximum available leave time under this policy.

**Compensation and Benefits:** Pregnancy disability leave is without pay. The Company will, however, continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave, for the duration of the leave. The employee will be

responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction.

**Use of Vacation and Sick Leave-** An employee who takes a Pregnancy/Childbirth Leave of Absence can mutually agree to substitute for such leave any sick leave time or vacation time that the employee may have accrued.

**Return from Leave-** An employee returning from this leave of absence must furnish a doctor's written certification of her fitness to perform the essential functions of her job, with or without reasonable accommodation. Failure to return from leave of absence by the scheduled time may result in termination.

Upon return from an approved PDL leave of absence, the company will return the employee to the same position held prior to the leave of absence, subject to law-required exceptions. If this position is not available, the company will offer the employee a comparable position. Any personnel action (i.e. layoffs, salary actions, reorganizations, etc.) taken by the Company during the employee's leave will be applied to the employee as if the employee had not taken a leave.

If you are CFRA-eligible, you have certain rights to take both PDL and a separate CFRA leave for reason of the birth of your child. Both leaves guarantee reinstatement to the same or a comparable position at the end of the leave, subject to any defense allowed under the law.

#### **Time for Lactation Accommodation-**

The Company will provide eligible employees a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private. Please see your supervisor for more details.

#### **Industrial Medical Leave of Absence-**

**Request for Leave:** An employee will be granted a leave of absence due to disability arising from an industrial (work-related) illness or injury, provided that he or she submits a written request for such leave. In addition, the employee must furnish a doctor's written certification stating the leave time is necessary due to an industrial injury or illness and the length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of an industrial medical leave of absence. Any leave taken under this provision qualifies as Family and Medical Care Leave and will be counted as such.

**Length of Leave:** An industrial medical leave of absence shall be for a reasonable period of time during which an employee is disabled, but the leave of absence shall not extend beyond the time that the employee is deemed "permanent and stationary" or as otherwise terminable by law.

**Compensation and Benefits:** Industrial Medical Leaves of Absence are without pay from the Company, but the employee may be entitled to disability payments under the Company's Workers' Compensation insurance policy. The Company will, however, continue to pay the

premium for the employee's health insurance that the Company would have paid but for the employee's leave. The employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction. Insurance may be cancelled if the employee fails to pay his or her portion while on leave. The Company's premium payment will continue for a maximum of 12 weeks of leave time. Employer payments for these benefits will cease immediately following the 12 week period.

**Use of Vacation and Sick Leave:** An employee who takes an Industrial Medical Leave of Absence can mutually agree with the Company to substitute for such leave any sick leave or vacation time that the employee may have available.

**Return from Leave:** An employee returning from this leave of absence must furnish a doctor's written certification of his or her fitness to perform the essential functions of his or her job, with or without reasonable accommodation. Failure to return from leave of absence by the scheduled time may result in termination.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to a position, which is the same, or similar to that previously held, subject to law permitted exceptions

#### **Leave Of Absence for Emergency Service-**

The Company will give time off to an employee to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

**Leave Of Absence For Emergency Service for Fire, Law Enforcement, or Emergency Rescue Training-** An employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel will be granted leaves of absence not to exceed a total of fourteen (14) days in any calendar year for the purpose of engaging in fire, law enforcement, or emergency rescue training or for disaster medical response. If you need time off on account of such training or disaster medical response, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made.

Time off to serve or train as a volunteer firefighter, reserve peace officer or emergency rescue personnel is unpaid, however, you may choose to use accrued vacation during this time off.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this section of the handbook.

#### **Physical Examinations Following a Medical Leave of Absence-**

An employee who returns to work following a leave of absence resulting from an injury or illness may be required to take a physical examination to: (1) release them to duty; (2) if released with restrictions, (a) determine if the employee is an “individual with a disability” for purposes of the Americans With Disabilities Act and any other applicable federal or state law; (b) determine if the employee can perform the essential functions of the job to which he or she is returning with or without reasonable accommodation and without posing a direct threat to the health or safety of his or herself or others, and (c) to identify an effective accommodation that would enable the employee to perform the essential functions of the job.

The Company at no cost provides any physical examination required by the Company to the employee.

### **Jury Duty Time Off-**

Any employee required to serve on jury duty may do so. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy. Non-exempt employees will not receive pay for serving or for hours served on jury duty. An exempt employee's salary will not be reduced for partial weeks of work missed due to service as a juror. However, the Company will not pay an exempt employee his or her weekly salary if he or she performs no work for the Company during an entire week while serving on jury duty. If desired, an employee can use any vacation time he or she has available while serving on a jury duty.

### **Court Appearance-**

An employee, including a victim of a crime, may take time off to appear in court as a witness in order to comply with a subpoena or other order, or for certain specific crimes (including, but not limited to, solicitation for murder, vehicular manslaughter while intoxicated and other serious felonies), in which any right of the victim is at issue.

If you need time off to appear as a witness, you should bring the subpoena or court order to your supervisor immediately after it is received so that arrangements to accommodate your absence may be made. Time off taken by an employee to appear as a witness is unpaid. However, you may use any available vacation time. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

### **Domestic Violence, Sexual Assault, or Stalking-**

An employee who is a victim of domestic violence, sexual assault, or stalking may take time off in order to obtain judicial relief to help ensure the health, safety or welfare of the employee or his or her child. If you need time off on account of domestic violence, sexual assault, or stalking, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon your return to work. The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account



of domestic violence, sexual assault, or stalking. Time off on account of domestic violence, sexual assault, or stalking is unpaid. However, you may use any available vacation time. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

You may also take time off for any of the following:

1. to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
2. to obtain services from a domestic violence shelter, program or rape center as a result of domestic violence, sexual assault, or stalking;
3. to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
4. to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking.

The Company will also engage in the interactive process and reasonably accommodate employees who disclose to their supervisor or the VP/COO, that they are victims of domestic violence, sexual assault, or stalking, subject to law exceptions. Reasonable accommodations may include, but are not limited to, implementation of safety measures. If circumstances change and an employee needs a new accommodation, the employee must request it. If an employee no longer needs an accommodation, he/she must also notify the Company. Certification may be required to document the need for a reasonable accommodation.

### **Victims of Crime-**

Employees who are a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, step sibling, guardian, parent, or step parent is a victim of a felony, may take time off in order to attend judicial proceedings relating to the crime or those in which any right of the crime victim is at issue.

If you need such time off, you must give your supervisor a copy of the notice of the scheduled proceeding. If advance notice is not possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after your return to work.

Time off on account of the Company's Victims of Crime policy is unpaid. However, you may use any available vacation or sick leave when attending judicial proceedings relating to a crime. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

### **School Activities Leave-**

Parents, guardians or grandparents, with custody of a child in either nursery school, preschool or Kindergarten through grade 12, are eligible for 40 hours per school year of unpaid leave time to participate in school activities. These 40 hours is the maximum time, per school year, the Company will grant an employee regardless of the number of children the employee has custody of. No more than 8 hours of leave time will be granted in any given month.

You may also take off such additional time as may be necessary to attend your child's or grandchild's school in order to discuss your child's or grandchild's possible suspension or expulsion.

You may use vacation time for such absences; otherwise school visitation time is unpaid.

The Company requires reasonable advance notice from the employee of the need for such leave time. The employee will be required to provide written documentation from the school verifying the employee's participation in the above activities on a particular date and time. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

#### **Literacy Education Time Off-**

The Company will reasonably accommodate and assist any employee who reveals a problem of literacy and requests assistance in enrolling in an adult literacy education. The Company will make all reasonable efforts to safeguard the privacy of the employee as to the fact that he or she has a problem.

Upon request, the Company will provide the location of local literacy education programs and arrange for the literacy education provider to visit the facility. Although the Company strongly encourages its employees to take advantage of this assistance, the Company will not compensate the employee for time off for the enrollment and participation in the adult literacy education program.

#### **Alcohol and/or Drug Rehabilitation Leave of Absence-**

The Company wishes to assist employees who recognize that they have a problem with alcohol or drug use that may interfere with their ability to perform their job in a satisfactory manner.

If an employee has a problem with alcohol or drugs and decides to enroll voluntarily in a rehabilitation program, they will be given unpaid time off to participate in the program unless it would result in an undue hardship to the Company. If an employee requests time off to participate in such a program, the Company will also make reasonable efforts to keep confidential the fact they have done so.

The employee must furnish written certification demonstrating their enrollment in a rehabilitation program including the length of the leave. Failure to provide the above information is grounds for denial of an Alcohol and/or Drug Rehabilitation Leave of Absence.

This policy covering alcohol and drug rehabilitation leave does not affect the company's treatment of or response to employees who violate the Company Drug and Alcohol policy. Rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end their dependency.

Employees who are given a company leave to seek rehabilitation, but fail to overcome their dependency successfully, will not be given additional alcohol or drug rehabilitation leave time.

### **Military Leave of Absence-**

An employee who enters the armed forces of the United States will be granted a military leave of absence in accordance with applicable federal law.

**Request for Leave:** An employee must provide advance notice of the need for military leave unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

**Length of Leave:** The Company will grant up to a total of five years for an employee's military leave of absence, which includes the cumulative length of all absences from employment due to military service.

**Compensation and Benefits:** Military leaves of absence are without pay from the Company. All other rights and benefits will continue as if the employee had remained continuously employed and will be available upon reinstatement. Vacation pay will not be earned during the military leave time but military service time will be counted towards your years of service in the company's vacation policy.

**Return from Leave:** Upon completion of military service, the employee will be reinstated with full seniority to his or her former position or to a comparable position if application for reemployment is made within ninety (90) calendar days from release from the service or hospitalization. However, the employee will not be reinstated if the Company's circumstances have so changed that re-employment is impossible or unreasonable.

**National Guard Training Leave:** An employee who is a member of the National Guard or a reserve component of the armed forces, upon furnishing a copy of the official orders or instructions, will be granted a military training leave. Training leaves shall not, except in an emergency or in the event of extenuating circumstances, exceed two weeks a year, plus reasonable travel time. The employee may choose to take earned vacation pay available during military training.

### **Military Spouse Leave-**

Any employee who works an average of twenty (20) or more hours per week is eligible for military spouse leave. Eligible employees who are the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves may take up to ten (10) days of unpaid time off while the military spouse is on leave from active duty during a period of military conflict.

An employee desiring to take this leave must provide the Company with written notice of intent to take time off within two (2) business days of the employee's receipt of notice that the military spouse will be on leave. The notice must indicate the days that the employee desires to take off and must attach written documentation certifying that:

1. The military spouse is deployed in an area the President of the United States has designated a combat zone or combat theater: and
2. That the military spouse will be on leave during the time that the employee is requesting to take off work.

This leave is in addition to and does not affect any other types of leave which the employee is allowed.

### **Other Leaves of Absence-**

The Company offers a wide variety of other unpaid leaves of absences as required by law, for (1) civil air patrol leave, and (2) other leaves that may be required by state and/or federal law. Eligibility and conditions of these leaves vary considerably, and if you are interested in any leave for any of these purposes, or for any other purpose, please contact your supervisor.

## **PERSONNEL AND OTHER EMPLOYMENT RECORDS**

### **Keep Your Record Up To Date-**

It's important to you that your name, address and telephone number be kept correct on Company records. It is sometimes necessary for your supervisor or someone else in the Company to contact you at home. Also, you may not receive important mail from the Company if your address is not on file. Therefore, it is your responsibility to report changes in your name, address, telephone number, and any other matters, which affect your tax withholding, to your supervisor or the office. Moreover, to ensure that the employer can notify you when necessary, you must provide the Company with an address where it can reach you (not a Post Office or P.O. Box), your personal email address, and your cell phone number.

### **Health Insurance Portability and Accountability Act (HIPAA)-**

The Health Insurance Portability and Accountability Act (HIPAA), a federal law, is designed to protect the privacy of an individual's medical information. The Company is neither a covered entity nor a sponsor of a group health plan. The Company complies with HIPAA to the extent it is applicable and/or to the extent it deals with third parties requiring compliance.

Employees who handle data and other information protected under HIPAA are required to comply with the following provision of the PIBT HIPAA Privacy Notice:

**How We Collect Information About You:** PIBT (Printing Industries Benefit Trust) and its employees collect data through a variety of means including but not necessarily limited to letters,

phone calls, emails, voice mails, and from the submission of applications that is either required by law, or necessary to process applications or other requests for assistance through our organization.

**What We Do Not Do With Your Information:** Information about your financial situation and medical conditions and care that you provide to us in writing, via email, on the phone (including information left on voice mails), contained in or attached to applications, or directly or indirectly given to us, is held in strictest confidence.

We do not give out, exchange, barter, rent, sell, lend, or disseminate any information about applicants or clients who apply for or actually receive our services that is considered patient confidential, is restricted by law, or has been specifically restricted by a patient/client in a signed HIPAA consent form.

**How We Do Use Your Information:** Information is only used as is reasonably necessary to process your application or to provide you with health or counseling services which may require communication between PIBT and health care providers, medical product or service providers, pharmacies, insurance companies, and other providers necessary to: verify your medical information is accurate; determine the type of medical supplies or any health care services you need including, but not limited to; or to obtain or purchase any type of medical supplies, devices, medications, insurance.

If you apply or attempt to apply to receive assistance through us and provide information with the intent or purpose of fraud or that results in either an actual crime of fraud for any reason including willful or un-willful acts of negligence whether intended or not, or in any way demonstrates or indicates attempted fraud, your non-medical information can be given to legal authorities including police, investigators, courts, and/or attorneys or other legal professionals, as well as any other information as permitted by law.

**Information We Do Not Collect:** We do not use cookies on our website to collect data from our site visitors. We do not collect information about site visitors except for one hit counter on the main index page ([www.piasc.org](http://www.piasc.org)) that simply records the number of visitors and no other data. We do use some affiliate programs that may or may not capture traffic data through our site.

**Limited Right to Use Non-Identifying Personal Information From Biographies, Letters, Notes, and Other Sources:** Any pictures, stories, letters, biographies, correspondence, or thank you notes sent to us become the exclusive property of PIBT. We reserve the right to use non-identifying information about our clients (those who receive services or goods from or through us) for fundraising and promotional purposes that are directly related to our mission.

Clients will not be compensated for use of this information and no identifying information (photos, addresses, phone numbers, contact information, last names or uniquely identifiable names) will be used without client's express advance permission.

You may specifically request that NO information be used whatsoever for promotional purposes, but you must identify any requested restrictions in writing. We respect your right to privacy and assure you no identifying information or photos that you send to us will ever be publicly used without your direct or indirect consent.

### **Personnel Records-**

The Company keeps personnel files on each employee. This file contains employment related information about the employee. Federal and State Laws maintain that all employee medical information be kept in a separate, confidential file. The contents of an employee's personnel file and medical records files, except for letters of reference and certain other limited kinds of information, are open for inspection by current or former employees, upon request, at reasonable times, but no later than 30 calendar days after a written request to do so, subject to certain legal exceptions. A current or former employee may request and receive from the Company a copy of his or her personnel file, provided the employee pays the actual copying costs (and costs of mailing if requested), and subject to certain legal exceptions. Contact the Executive Vice President or President if you wish to review your personnel file or have copies made of documents, or designate an authorized representative to do so. The Company has a form which you can request to use to request access to, and a copy of, records in your personnel file.

The Company will keep your personnel records confidential. However, there are certain times when information may be given to persons outside of the Company. These include:

1. Responses to subpoenas, court orders, or orders of administrative agencies;
2. In a lawsuit in which you and/or the Company are parties;
3. To administer employee benefit plans; and
4. To a health care provider.
5. As otherwise required by law or legitimate business reasons.

### **Requests For Payroll Records-**

The Company will provide an employee or former employee with copies of his or her payroll records within twenty-one (21) days of his or her written request.

## **COMPANY WORK RULES AND STANDARDS OF CONDUCT**

### **Disciplinary Action-**

Disciplinary or corrective action will be administered whenever possible to give employees advance notice of unacceptable conduct or performance in doing their job in order to provide an opportunity to correct these problems. Corrective action, at the company's option, may involve verbal counseling, written warnings, suspension or a combination of these. However, no system or steps of discipline are required and the Company in its sole and absolute discretion may terminate employment without prior warning, counseling or other forms of corrective action.

It must be remembered that the employment relationship is at will and based on mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at will at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee at will in its sole and absolute discretion.

### **Investigations-**

From time to time the Company may conduct investigations and interview employees to gather information. Employees are required, as a condition of employment, to cooperate and participate in interviews.

### **Company Work Rules-**

It is necessary, in order for our business to operate efficiently and safely, that employees observe the rules governing our work environment. The following, while not all inclusive, is a list of employee conduct, performance problems or actions considered violations of Company work rules, which may result in disciplinary action, up to and including termination of employment:

1. Unexcused, habitual or excessive absence from work.
2. Frequent, habitual or excessive tardiness.
3. Failure to promptly notify the Company of an intended absence.
4. Leaving work before your scheduled shift is completed, without management authorization or visiting areas away from one's work place.
5. Failure to enter your work, falsification of the Easy Labor Time Card or violation of the Easy Labor Time Card policy.
6. Failure to immediately notify supervision of member complaints or issues.
7. Excessive waste in producing your work or other unsatisfactory performance.
8. Failure to properly perform assigned work.
9. Violation of break period or meal period policies.

10. Use of profane or abusive language to supervisory or management personnel, other employees, vendors or customers.
11. Defacing or removing Company materials on bulletin boards.
12. Willful damage to Company equipment.
13. Violation of the Company's Solicitation and Distribution Rule.
14. Repeated refusal to work overtime or failing to have overtime authorized by your management.
15. Violation of Conflict of Interest policies.
16. Violation of Company's Voice Mail, E-mail and Computer Files Policy.
17. Violation of the Company's Drug and Alcohol Policy.
18. Violation of any Company Policy.

It must be remembered that the employment relationship is based on mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at will at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee at will in its sole and absolute discretion.

### **Standards of Conduct-**

Laws are made so that people can live together with respect for their personal and legal rights. Company standards of conduct are made for exactly the same reason.

The following Company standards, while not all-inclusive, are the principal standards in effect at our Company. These standards apply equally to all and are for the protection of all employees and our Company. Engaging in the following activities may subject you to disciplinary action, up to and including termination of employment:

1. The possession, sale or use of knives, explosives, firearms, or other dangerous weapons on Company property.
2. Fighting, threatening or attempting bodily injury to another.
3. Consuming, possessing, selling, and distributing alcoholic liquors or illegal drugs or narcotics on Company property.
4. Falsification of Company records, including employment application, tax records including social security numbers, Paycom Time Card and/or production work records.



5. Insubordination, including but not limited to, refusal to do assigned work.
6. Inability or refusal to work in harmony or cooperation with fellow employees so as to cause friction, conflict or lowering of group morale, including deliberate spreading of false rumors adversely affecting the operation of the Company.
7. Deliberate or willful destruction or vandalism of Company tools, machines, products, supplies, or other Company property.
8. Sleeping while on duty.
9. Leaving your department or assigned work place without permission and/or the use of working time for non-working purposes.
10. Disclosing confidential Company or member information or removing customer property from Company premises, without prior Company authorization.
11. Unauthorized use of Company property, equipment or materials.
12. Habitual or gross negligence or incompetence in the performance of assigned duties or unnecessary waste of Company materials.
13. Engaging in or contributing to violent behavior, or threatening others with violence.
14. Violation of the Company's Harassment, Equal Employment and Violation of Law policies.
15. Violation of any Company policy.

It must be remembered that the employment relationship is based on mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at will at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee at will in its sole and absolute discretion.

### **Personal Telephone Calls-**

Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Messages will be delivered to employees who receive urgent personal telephone calls.

Under no circumstances should you make or charge a long distance call to the Company unless it is work-related and approved by the Company.

The Company receives a large number of telephone calls from its customers and others throughout the day. Because we have only a limited number of telephone lines to handle these calls, and because mistakes are often made when an employee tries to talk on the phone and work at the same time, you are required to keep all personal phone calls using Company telephones to a minimum.

Employees should not accept or make cell phone calls or electronic/text (including Facebook) messages while on duty, unless the nature of their duties require such communications with clients/customers or other employees.

While on Company premises, regardless of whether you are on a break and regardless of whether you use Company equipment, the Company may monitor employee telephone calls and employee electronic/text messages.

You should use your cell phone to make necessary personal calls during your break and meal periods.

### **Appearance and Courtesy-**

Neatness and good taste in dress, care in personal cleanliness, interest in your work, and a willing, cooperative attitude toward associates, customers and visitors are recognized and appreciated business assets.

No matter what your position might be, it's important to remember that good manners give a good impression. Being pleasant and courteous to customers, visitors, and your co-workers is an important part of your job.

## **SAFETY AND SECURITY**

### **Your Safety-**

For your own protection, and the protection of your fellow employees, we want you to work safely and use all the safety devices provided to protect you. Safety is everybody's business, especially yours. Do your part to make this office a safe place to work. Report any unsafe working conditions to your supervisor. All hazardous conditions will be investigated and appropriately corrected.

Nobody gains from an accident, and nobody likes to work under conditions, which present hazards to life and property. Everybody loses when accidents occur. The Company will carry on a consistent safety program, but its ultimate success will depend on the safety consciousness of you and your fellow employees.

The California Occupational Safety and Health Administration (Cal/OSHA) law requires strict compliance with regulations on the part of employers and employees.

### **Life Threatening Diseases-**

The Company is committed to keeping your work environment healthy and safe. Therefore if you or another employee has or contracts a life-threatening disease:

1. The Company will treat life-threatening diseases the same as any other disease in terms of all employee policies and benefits;
2. If you have or contract a life-threatening disease, you will be allowed to keep working as long as: (a) you can meet the Company's performance standards, with or without reasonable accommodation, and (b) your illness does not actually endanger the health or safety of employees, customers or others; and
3. You may not refuse to work because you are afraid of contracting a non- contagious life-threatening disease from a co-worker. Harassment or discrimination directed at an employee with a life-threatening disease is strictly prohibited. Employees who refuse to work with or who harass or discriminate against any employee with a life-threatening disease are subject to discipline, up to and including termination.

For purposes of this policy, "life-threatening disease" includes, but is not limited to, cancer, heart disease, AIDS, hepatitis, and other diseases of a severely degenerative nature.

An employee's medical history and other medical information are confidential. Disclosure of employee medical information is restricted to those situations where a manager or supervisor has a job related reason to know it. Any employee who discloses another employee's medical information without proper authorization or who utilizes such information for an improper purpose will be subject to discipline, up to and including termination.

### **Alcohol and Drug Policy-**

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, customers and visitors. Being under the influence or using intoxicants while on the job poses serious safety and health risks not only to the user but to all those who work or come into contact with the user. The manufacture, possession, sale or distribution of an intoxicant in the workplace also poses unacceptable safety and health risks. Accordingly, it is the right, obligation and intent of the Company to protect its employees, customers and visitors, and to safeguard Company property, equipment and operations by establishing and maintaining the following policy with regard to use, possession or sale of alcohol or other intoxicants in the work place.

Employees may be disciplined, up to and including discharge for any of the following:

1. Reporting to work and/or working with the presence of intoxicants in their bodies;
2. Bringing intoxicants into the workplace;

3. Possessing or ingesting intoxicants in the workplace during working hours, including meal and rest breaks;
4. Involvement in the manufacture, sale, purchase, transfer, distribution or dispensation of intoxicants in the workplace and/or during working hours, including lunch and rest breaks;
5. Providing false or misleading information or failing to provide information about any of the foregoing with regard to themselves or others.

As used above, "workplace" includes any premises where an employee may be working on behalf of the Company. "Intoxicants" as used in this policy means any drug listed in 21 USC Code Section 821 and other federal regulations, including, but not limited to, heroin, marijuana, cocaine, PCP and crack, narcotics, barbiturates, amphetamines and any other controlled substance other than those taken under the direction and prescription of a licensed physician. Intoxicants also include legal drugs not taken under the direction and prescription of a licensed physician to the extent that their ingestion may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the Company facility.

**Company Testing:** The Company may require a blood test, urinalysis or other drug/alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol. "Reasonable suspicion" may be established by accident; physical and/or verbal altercation; a layperson's opinion based upon specific personal observations concerning an employee's appearance, behavior (including job performance), body odors; unusual employee behavior; possession of drugs or alcohol; or other factors. An employee's consent to submit to such a test is required as a condition of employment and the employee's refusal to consent shall result in termination, even for a first refusal.

**Reporting Convictions:** An employee is required to inform the Company within five (5) days after they are convicted for violation of any federal or state criminal drug statute, where such violation occurred on the Company's premises. "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or the imposition of a sentence by a judge or jury in any federal or state court.

**Prescription Drugs:** The legal use of controlled substances, such as prescription drugs prescribed by a licensed physician, or over-the-counter medications, is allowed. However, if an employee cannot do their job satisfactorily or safely because of such substances, the Company may require them to see a doctor, at Company expense. An employee may be terminated or obligated to take an unpaid leave of absence if the doctor concludes that they cannot do their job safely and efficiently because of the use of prescription or over-the-counter drugs.

**Searches:** The Company may conduct unannounced searches for illegal drugs or alcohol in Company facilities (or for other prohibited items or reasons of suspected misconduct or other legitimate business reasons). Employees are expected to cooperate in the conducting of such searches. Searches of employees and their personal property, including but not limited to desks, lockers, packages, purses and backpacks, or any other item brought by an employee into the

workplace or other work site, may be conducted when there is reasonable suspicion to believe that the employee or employees are in violation of this Policy or for the other reasons specified above.

**Business Related or Company Events:** Employees, as required by their job at the Company, may have to attend Company or business related events where alcohol is served. Use of alcohol is in no way required nor expected and, if you voluntarily choose to do so, you are expected to use good judgment, to remain responsible and professional, and to comply with all applicable laws, in consuming alcohol at any such Company or business related event. Under no circumstances should you ever operate a vehicle or other machinery if you are under the influence. Becoming intoxicated, or being under the influence, or violation of any applicable law or policy, at any of these events will be considered grounds for discipline, including immediate termination.

### **Injury and Illness Prevention Program-**

This Company has a written injury and illness prevention program. The program includes not only general safety rules, of which all employees must comply, but also Codes of Safe Practices for specific operations being performed by employees. Further, the program includes safety inspections and accident investigations of any job-related injury or illness, which occurs. You are encouraged to bring your safety suggestions to management and should do so without fear of retaliation. All employees are required to follow the general safety rules as well as the specific rules set forth for individual operations in the codes of safe practices.

### **Smoking Restrictions-**

For safety reasons, smoking of tobacco products is not permitted in any enclosed area or space that is Company property.

### **Workplace Security Policy-**

The Company is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy that provides “zero tolerance” for actual or threatened violence against co-workers, visitors, or any other persons who are either on our premises or have contact with employees in the course of their duties. Security and safety in the workplace is every employee’s responsibility. It is therefore essential that every employee understands the importance of workplace safety and security.

In order to promote compliance with this policy and maximize our efforts to provide a safe and secure workplace that is free from violence, the Company as a part of its “Written Injury and Illness Program” has established security measures and practices. It will also provide programs to train and retrain employees as appropriate. This will assist employees and the Company to make the workplace more secure, and to remedy any problems and workplace security hazards that are identified before they lead to injuries.

Every specific or implied verbal or physical threat of violence, or act of violence, must be treated seriously and reported immediately to your supervisor, the Executive Vice President or President, who will be responsible to consult with the appropriate resources and witnesses. After an investigation, anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should immediately contact their supervisor, the Executive Vice President or President, and, if necessary and appropriate, contact law enforcement authorities by dialing 911.

An employee will not be discriminated against or retaliated against as a result of the employee making a truthful complaint or report about a credible threat of violence made against themselves, their family members, or other employees.

To further ensure that the Company maintains a workplace safe and free of violence for all employees, the Company prohibits the possession or use of dangerous weapons on Company property or at customer sites. A license to carry the weapon on Company property does not supersede this policy, unless you have prior written authorization from the President of the Company. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination. All Company employees are subject to this provision, including contract and temporary employees, visitors and customers on Company property. "Dangerous weapons" include, but are not limited to, firearms, explosives, knives and any other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy. If you have any questions about what might be considered "dangerous," please ask your supervisor before bringing the item onto Company premises. The Company reserves the right at any time and at its discretion to search all Company property, all Company-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including a termination.

Full cooperation by all employees is necessary for the Company to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their obligations under this policy to their supervisor. Employees can report violations of the policy and raise any questions regarding their obligations under this policy without fear of reprisal of any kind.

In our ongoing effort to achieve the highest level of business efficiency and customer service, the Company reserves the right to observe employees throughout the Company's premises, either by way of direct observation or through the use of electronic devices. The Company may install video cameras to monitor reception areas, work areas and/or other generally open areas where employees may be seen by others. Therefore, employees should have no anticipation of privacy in the workplace, with the exception of restrooms and changing rooms.

### **Company Equipment and Premises Monitoring, Access and/or Inspection-**

The Company may conduct unannounced inspections of its premises and Company property with or without notice and with or without reasonable suspicion. Under this policy, the Company may search property including, but not limited to, Company vehicles, desks, file cabinets, and electronically recorded information. Prohibited items include weapons, stolen property, alcohol, illegal drugs, controlled substances, or any paraphernalia used in conjunction with illegal drugs or illegal contraband, or sexual jokes, cartoons, or other material that is harassing or discriminatory in nature. Employees are expected to cooperate with the Company in such inspections. Employees, who, if requested, fail to cooperate in any inspection, will be subject to disciplinary action, including discharge.

Also, inspection of employees and their personal property such as, but not limited to, personal vehicles, clothing, packages, purses, briefcases, lunch boxes or other personal property brought on to Company premises may be conducted at any time without advance notice or consent. Accordingly, employees should not have any expectation of privacy with regard to any material brought into the workplace. An inspection may be conducted before, during, or after working hours by any department head, supervisor, the Executive Vice President or President or security personnel designated by the Company. Employees who fail to cooperate with such a search will, absent justification, be discharged or otherwise disciplined.

**Voice Mail, E-Mail, and Computer Files-** Company provided voice mail, E-mail, computers, or other electronic or digital systems (“Systems”) are to be used for business purposes only, and may not be used for personal business. These Systems are **the Company’s property and** maintained by the Company in order to facilitate Company business. Therefore, all messages or data sent, received, composed and/or stored on these Systems even with offsite providers are the sole property of the Company.

Company provided voice mail, E-mail computers, or other electronic or digital systems (“Systems”) are to be used for business purposes only, and may not be used for personal business. These Systems are maintained by the Company in order to facilitate Company business. Therefore, all messages or data sent, received, composed and/or stored on these Systems even with offsite providers are the sole property of the Company.

Company Systems should not be used to access on-line data bases or Internet services unless such access is for work related purposes. The company understands that on occasion, employees may need to conduct personal business using computing resources for personal reasons. Such use must be limited to break time and employees must not excessively use computing and network resources. Excessive use of computer and/or network resources includes but is not limited to listening to audio broadcasts (live or prerecorded) on the internet, viewing video broadcasts (live or prerecorded), and down-loading large data-files for personal use. Access to computing and network resources from the internet is strictly prohibited unless expressly authorized by the employee’s supervisor.

Messages or communications on the Company’s voice mail, e-mail, or computer and any Systems are subject to the same policies regarding harassment, discrimination and retaliation as

are any other workplace communications. The Company will not tolerate offensive, harassing, discriminatory, or retaliatory content. Content that is considered offensive includes, but is not limited to, any message which contains sexual implications, racial slurs, gender-specific comments, or any other statement that offensively addresses someone's age, sex, sexual orientation, pregnancy status, marital status, religious or political beliefs, ancestry, national origin, citizenship, disability, or any other basis protected by local, state or federal law.

Employees should have no anticipation of privacy with respect to Company provided voice mail, E-mail, text-messages, instant messages, or any other computer or electronically based electronic communications regardless of whether such information is stored on the Company's Systems or by an outside provider including, but not limited to, a phone company or off-site provider ("Electronic Communication"). The Company reserves the right to monitor, access, and inspect computers, e-mails, voice mails, and other electronically stored documents, systems and data, Systems or Electronic Communication that are used by employees whether on the premises or elsewhere, including but not limited to laptops, employee computers used to telecommunicate, PDA's, smart-phones (including, Black-Berries and I-Phones), portable "jump" or USB drives, external hard drives, host computers, clouds, file servers, workstations, stand-alone computers, software, voice mail, fax transmissions, telephones of any type, and internal or external communication networks and all other Electronic Communications and Systems. This may be done without notice to an employee and in the employee's absence. Even when a message is erased, it may still be possible to retrieve it from a backup system. Therefore, employees should not rely on erasure of messages to guarantee that a message remains private. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall create an expectation of privacy to an employee's Electronic Communication or Systems. Only the President of the Company can modify this lack of expectation of privacy, and only then with a signed writing.

Notwithstanding the Company's right to retrieve and review such material, such material should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve any voice mail or E-mail messages or any other type of Electronic Communication that are not addressed to them.

Employees are prohibited from using passwords without prior Company authorization and registration. The existence of a password on company voice mail, E-mail or computer systems is not intended to indicate the messages or other communications will remain private.

Employees are prohibited from loading any software onto a Company provided computer where such action would violate the software license. Employees are prohibited from loading any software onto a Company provided computer without the express approval of their manager or supervisor.

All Electronic Communication or Systems should not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information, or similar matter without prior written authorization from the President of the Company. Further no Company confidential, proprietary, copyrighted, or trade secret information may be sent to third parties or any person outside of the Company, without prior written authorization from the President of the



Company, nor may such materials be used any time for an employee's personal benefit or misused in any way.

### **Social Media Policy**

These guidelines apply to all Company employees who participate in any form of personal social networking including, but not limited to, Facebook, Twitter, MySpace, Yelp, Wikipedia, LinkedIn or any other social networking sites. Except when expressly authorized in writing for use for business purposes, social media activities are not permitted at work or while on Company time. When authorized, employees must consult with their manager, and receive approval for any posting, prior to any posting and must abide by all Company policies and applicable laws in such postings.

Employees are free to participate in such activities on personal time, subject to the below, and subject to the understanding that this policy is not intended to cover internet activities that do not associate or identify the employee with the Company, do not use Company e-mail addresses or equipment, do not discuss the Company and are purely about personal matters.

The Company understands that employees may maintain or contribute to personal blogs, message boards, conversation pages and other forms of social media (e.g., Facebook and Twitter) outside of their job function and may periodically post information about their job or the Company's activities on these outlets. If an employee identifies him or herself as an employee of the Company and/or uses his or her Company email address (which should not be done if you are on such social platforms personally), then the employee must make it clear that the employee is not speaking for the Company, and what the employee says is representative of his or her individual personal views and opinions and not necessarily the views and opinions of the Company. Never represent yourself as a spokesperson for the Company.

Such employees should also take the following into consideration:

Company employees are obligated to be aware of and comply with any applicable provisions set forth in the Company's employee handbook and all policies and procedures. Employees may not disclose trade secret or proprietary Company information, protected legal or litigation information, or similar information of third parties who have shared such information with the Company. This includes, but is not limited to, ~~following~~ trade secret, intellectual property and confidential employee and customer policies. Do not post internal reports, policies, procedures or other internal Company-related confidential communications. Further, the Company's intellectual property, logos, trademarks, and copyrights may not be used in any manner. Even vague or disguised references to such information could violate the Company's policies and applicable laws.

Make sure you are always accurate and honest when posting information about the Company, and, if you make a mistake then correct it quickly. Never post any information or rumors that you know to be false about the Company, its employees, or clients.

Employees should not speak to the media on the Company's behalf without first contacting the Executive Vice President or President, before responding. All media or press inquiries should be directed to the Executive Vice President or President.

If a media inquiry is generated, it must be immediately directed to the Executive Vice President or President, without any comment either on or off the record.

Follow general civil behavior guidelines and always attempt to be fair and courteous to fellow employees. Integrity, accountability and respect are core values. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or utilizing the Company's complaint procedures than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that maliciously disparages the Company or other employees or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race, disability, religion, or any other characteristic protected by law or Company policy.

You are reminded that when you participate in public blogs or discussion activities, all posted content (even if deleted) is immediately, and at any time, subject to monitoring and review by the Company and your co-workers. Employees bear full responsibility for the material they post on personal blogs or other social media.

For purposes of this policy, a "personal blog" or "social media" includes personal websites and all forms of on-line community activities such as on-line social networks, message boards, conversation pages, and chat rooms.

In general, please remember that what you publish is widely accessible, including by the Company, and will be around for a long time, so consider the content carefully and follow the guidelines in this policy.

Employees should realize that nothing in this handbook or in this policy is intended to prevent them from freely discussing their own wages, hours, or working conditions with other employees, including in the context of social media.

If you have any questions regarding this policy and its application, please contact your supervisor.

### **Good Housekeeping-**

You are to keep your working area neat and clean and use the services and facilities provided for you. You can help to improve working areas by telling your supervisor of conditions you think could be improved.

### **Safe Operation of Vehicles-**

Employees may be asked to operate either their own or Company-owned vehicles as part of their job duties for the Company. In the course of such operation, employees are expected to exercise good judgment and safe-driving practices at all times, including avoiding any activity, which may distract their attention from the road or violate any law. Such activity includes speeding or other reckless driving, ingesting alcoholic beverages, or unsafe or unlawful use of a cell phone while operating a vehicle.

Employees operating a motor vehicle in performance of their work must maintain a safe driving record. One of the important indicators of a safe driver is an individual's Motor Vehicle Record (MVR). An MVR will be obtained for all employees operating a motor vehicle in performance of their work when the employee is hired, when the employee is involved in an accident while working, and for any other reason or at any time the Company believes is necessary to ensure safe vehicle operations.

Employees who are required to drive as part of their job duties will be required to show proof of current, valid licenses and current insurance coverage. The Company retains the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

Employees who drive their own vehicles on Company business and do not receive an auto allowance will generally be reimbursed at the then current rate per mile established annually by the IRS.

Employees who fail to maintain a safe driving Motor Vehicle Record (MVR) or operate a motor vehicle in an unsafe or unlawful manner are subject to disciplinary action, up to and including termination of employment.

### **Cell Phone Safety and Electronic Communication When Driving-**

The Company expects employees whose job responsibilities include regular or occasional driving to refrain from using a cell phone while driving. Safety must come before all other concerns. This includes using, sending, reading or review of text messages or e-mails while driving. If employees must use a cell phone for company business placing or accepting calls, they must use a hands-free option such as a headset, blue-tooth or speaker phone. Under no circumstances are employees to place themselves or others at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of a cell phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to disciplinary actions, up to and including termination of employment.

### **Company Safety Rules-**

You can help avoid serious accidents and/or injury to yourself and others by following certain general safety rules. Violation of the safety regulations of the Company may subject you to disciplinary action, up to and including termination of employment.

1. Aisles and emergency exits shall be kept free of debris at all times and maintain a minimum width of 24".
2. Floors shall be kept clean and dry.
3. Floors and platforms shall be kept free of projections, obstructions, holes and loose boards.
4. Exits shall never be blocked or obstructed.
5. Fire extinguishers shall not be blocked or obstructed at any time.
6. All control buttons and switches shall be properly identified as to their function and purpose.
7. Safety devices shall not be removed, and/or will be replaced before operating any machine.
8. All unsafe work conditions shall be reported to a supervisor or the safety coordinator.
9. Report, in writing, all work-related accidents, injuries or illnesses to a supervisor or the safety coordinator.
10. Employees shall use proper lifting techniques as outlined in the Back Injury Prevention Program, to avoid over extension when lifting

It must be remembered that the employment relationship is based on mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at will at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee at will in its sole and absolute discretion.

#### **Reporting On the Job Injuries or Illnesses-**

In the event of injury or illness, related to the job, regardless of how slight, report it immediately in writing to your supervisor for First Aid and/or medical attention. Medical services for on-the-job injuries are available as part of "workers' compensation".

#### **Emergency Medical Service Is Available 24 Hours at-**

Telephone number is 911.

**First Aid:** In spite of precautions, accidents occasionally happen. Emergency first aid supplies are located in the lunchroom and other key points.

**Fire Extinguishers/Fire Department Number:** Fire extinguishers of several types are located at key points. Find out the location of these extinguishers and learn how to use them.

Telephone number of the nearest fire department is 911.

#### **EMPLOYEE HANDBOOK REVISIONS**

It is intended that this document shall reflect adequate understanding of your work situation. The dynamic nature of the printing industry and of the times will undoubtedly require changes in this work situation. The Company reserves the right to amend, modify, rescind, delete, supplement or add to the provisions of this handbook, as it deems appropriate from time to time in its sole and absolute discretion, other than the employment at will policy. You further understand that your employment is at will and no manager, supervisor, or other employee of the Company, other than the President, can enter into an agreement for continued or indefinite employment, or employment for a specific term, position, or rate of pay, and that any such agreement must be in writing.

## RECEIPT AND ACKNOWLEDGEMENT FOR EMPLOYEE HANDBOOK

This is to acknowledge that I have received a copy of the Printing Industries Association, Inc. of Southern California employee handbook, dated February, 2015. I understand that it contains important information on Printing Industries Association, Inc. of Southern California general personnel policies and on my privileges and obligations as an employee. I acknowledge that I am expected to read, understand, and adhere to Printing Industries Association, Inc. of Southern California policies and I agree to read and familiarize myself with the contents of the Handbook. I also understand that these are the current intentions of the Company, but that the Company may change, rescind, or add to any policies, benefits or practices described in the Handbook, in its sole discretion, other than the employment at-will contract. Accordingly, I understand that the Handbook, other than the employment at will policy, is not a binding contract. Since a new Handbook will not be prepared with every change, I agree to consult my immediate supervisor if I have a question.

I further understand that my employment is at will and either the employee or the Company may terminate the employment relationship at any time, with or without cause, and with or without notice. Consistent with the at-will policy, I also understand that an employee may also be transferred, reassigned, suspended, demoted, or have the employee's pay reduced, with or without cause or notice. I also understand that no manager, supervisor, or other employee of the Company other than the President of the Company, can enter into an agreement, either verbal or written, for continued or indefinite employment, or employment for a specific term, position, or rate of pay. The at-will agreement can only be changed, if at all, by writing signed by the President of the Company. This at-will agreement is the entire agreement between the employee and the employer with regard to the employment term.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Department: ☐ Management Services      ☐ Benefit Trust      ☐ PIASC Insurance Services