



# **EMPLOYEE HANDBOOK**

**EFFECTIVE 01/01/2019**

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## 1.0 Welcome

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### 1.1 Welcome to Peczuh Printing!

Welcome! You are part of a dedicated team of employees and managers. We hope that your employment with the Company will be rewarding and challenging. We take pride in our employees as well as the products and services we provide. We consider ourselves leaders in the field of commercial Printing.

Please take the time now to read this employee handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions o/f this handbook at any time.

Please understand that no employee handbook can address every situation in the work place. If you ever have questions about your employment, you are encouraged to ask them. If you have any difficulty reading or understanding any of the provisions of this handbook, please contact Human Resources. Likewise, if you have any suggestions related to Company policies or procedures, please let us know.

We wish you success in your employment here at Peczuh Printing Company!

All the best,

FRANK PECZUH JR, President/CEO  
Peczuh Printing Company

### 1.2 Contact Information

#### Price

355 East 100 South  
Price, UT 84501  
(435) 637-0256

#### Lindon

125 South 1200 West  
Lindon, UT 84042  
(801) 796-7200

#### Salt Lake City

1633 South 4800 West  
Salt Lake City, UT 84104  
(801) 292-2005

#### Grand Junction

2497-B Power Road  
Grand Junction, CO 81507  
(970) 243-1012

### 1.3 Customer Relations

Our customers are vital to the success of our business. Every employee represents Peczuh Printing to customers and the public. One of the highest priorities at Peczuh Printing is to help our customers or potential customers. Nothing is more important than being courteous, friendly, prompt and helpful to our customers.

If a customer wants to make a specific comment or complaint, you should direct the person to the Customer Service Manager for appropriate action. Your contact with the public, your telephone manners and any communications you send to customers reflect not only on you, but also the professionalism of our company.

Good customer relations build customer loyalty.

### 1.4 At-Will Employment

Your employment with the Company is on an “at-will” basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the company at any time, with or without notice and with or without cause.

Nothing in the employee handbook or any other Company document or statement and nothing implied from any course of conduct shall limit Peczuh Printing’s or employee’s right to terminate employment “at-will” should be understood as creating guaranteed or continued employment, a right to termination only “for cause,” or of any other guarantee of continued benefits or employment. Only the President of Peczuh Printing has the au-

thority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President of Peczuh Printing.

### ***1.5 Right to Work***

The “Right to Work” means that an employee cannot be compelled to join or pay the equivalent of dues to a union, nor can the employee be fired if he or she joins the union. In other words, the employee has the right to work, regardless of whether he or she is a member or financial contributor to such a union.

We believe that the work conditions, wages, and benefits we offer to Peczuh Printing employees are competitive with those offered by other employers in this area and in this industry. If you have concerns about work conditions or compensation, we strongly encourage you to express these concerns openly and directly to your supervisor. Our experience has shown that when employees deal openly and directly with management, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Peczuh Printing fully demonstrates its commitment to employees by responding effectively to employee concerns.

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## **2.0 Introductory Language and Policies**

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### ***2.1 About the Company***

Peczuh Printing was established in 1962 by Frank and Judy Peczuh in Price, UT. We now have four locations, three in Utah and one in Colorado. We believe in the viability of printed material and plan on being a predominant player in the industry in the future.

### ***2.2 Expectations and Ethics Code***

Peczuh Printing Company will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect responsibility, integrity, trust and sound business judgement. Our managers and employees are expected to adhere to high standards of business and personal integrity

as a representation of our business practices.

Peczuh Printing Company’s employees are expected to treat all Company employees, vendors, guests, and anyone with whom you interact with respect, professionalism, and civility at all times. This means exercising emotional self-control and sensitivity to the feelings of others. When differences arise, address them with a constructive, problem-solving approach, not with blame or accusation. Everyone at Peczuh Printing should feel, safe, secure and respected.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks etc.) about our Company or operations, or that of our customers or partners is to be treated with discretion and only be disseminated on a need-to-know basis.

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed by be influenced by the existence of voluntary disclosure of any ethical violator cooperated in any subsequent investigation.

### ***2.3 Revisions to Handbook***

This employee handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

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## **3.0 Hiring and Orientation Policies**

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### ***3.1 EEO Statement and No Harassment Policy***

## **Equal Opportunity Statement**

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

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Company's Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of the Company's Equal Employment Opportunity Policy.

We are all responsible for upholding the Company's Equal Employment Opportunity Policy and any claimed violations of that policy should be brought to the attention of your manager and/or human resource personnel.

## **Policy Against Workplace Harassment**

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

## **A. Sexual Harassment**

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

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to Peczuh Printing Company or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

## **B. Workplace Bullying**

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that Peczuh Printing will not in any instance tolerate bullying behavior in the workplace. All employees are required to report any instances of bullying observed in the workplace. Employees found in violation of this policy will be disciplined, up to and including termination.

Peczuh Printing defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the place of work and/or during employment. Such behavior violates Peczuh Printing's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant and discipline may be imposed regardless of intent.

Please note the following types of behavior as examples of bullying:

**Verbal bullying:** Slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.

**Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.

**Gesture bullying:** Nonverbal threatening gestures; glances that can convey threatening messages.

**Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

The following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising voice at an individual in public or in private.
- Using obscene gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Ignoring or interrupting an individual at meetings.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading,

withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions).

- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

### C. Other Harassment

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

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on the Company's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

### Reporting Discrimination and Harassment

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor, the Human Resources manager, or any other manager at the Company.

Peczuh Printing will not tolerate any form of



retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action up to and including termination of employment will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

### ***3.2 Disability Accommodation***

Peczuh Printing makes employment decisions based on the merits of the situation in accordance with defined criteria, not the disability of the individual. Reasonable accommodation, as required by federal law, is available to an employee with a disability when the disability affects the performance of job functions.

Qualified individuals with disabilities (where a major life function is limited or impacted), are entitled to equal pay and other forms of compensation (or changes in compensation) as well as job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Employees with disabilities are encouraged to reach out to the Human Resource department to freely and openly discuss how we can provide reasonable accommodation in the workplace.

Leaves of absence may be available to employees. If so, they will be available on an equal basis. Peczuh Printing is also committed to not discriminating against any qualified employee or applicant because the person is related to or associated with a person with a disability.

If a pregnant employee is temporarily unable to perform her job because of pregnancy, she will be treated the same as any other temporarily disabled employee.

Peczuh Printing will follow any state or local law that gives more protection to a person with a disability than the ADA gives. Peczuh Printing is committed to taking all other actions that are necessary to ensure

equal employment opportunity for persons with disabilities in accordance with the ADA and any other applicable federal, state, and local laws.

### ***3.3 Religious Accommodation***

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

### ***3.4 Posting of Openings***

Peczuh Printing Company desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the employee bulletin board, as well as on the Company Internet site. Prior to any outside recruitment, we will announce all new positions within the Company for five working days.

### ***3.5 Employee Referral Program***

If you know of someone who is interested in working for Peczuh Printing, please refer him/her to the Human Resources Manager or the Production Manager. Candidates should meet the criteria for the job. We will give employee referrals every consideration along with other qualified candidates. For each applicant that you refer that is hired for a full-time position, you will receive a recruitment bonus of \$25 after the employee has completed the 90-day introductory period. When the employee completes a full year of employment, the referring employee will receive an additional \$25.

### ***3.6 Conflicts of Interest***

Peczuh Printing Company is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. We consider your job at Peczuh Printing to be your

primary employer. Any actual or potential conflict of interest between an employee of the Company and a competitor, supplier, distributor, or contractor to the Company, must be disclosed by the employee to Human Resources. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict. We encourage you to be transparent and open in this process as we can help you navigate any potential conflicts of interest.

### **3.7 Job Descriptions**

Peczuh Printing Company attempts to maintain a job description for each position. If you do not have a copy of a current job description you should request one from your supervisor. Job descriptions prepared by Peczuh Printing Company serve as an outline only. Due to the needs of business, you may be required to perform job duties not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties according to company needs. On occasion, the Company may need to revise job descriptions with or without advance notice to the employee. A key to each and every position in our company is the commitment to do activities and work tasks beyond your standard work assignment. With each position we reserve the right to assign other duties. As an employee it is your responsibility to accept and accomplish these assigned duties.

If you have any questions regarding your job description, or the scope of your duties, please speak with your supervisor or Human Resources.

### **3.8 New Employees and Introductory Periods**

The first 90 days of your employment is considered an introductory period. During this period you will become familiar with Peczuh Printing Company and your job responsibilities. During this time we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. This is not a guaranteed period. Failure to meet initial expectations of quality, conduct, production and performance are required before reaching 90 days and are expected to be maintained following 90 days. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that

occurs during or after this period should be construed to change the nature of the “at-will” employment relationship.

### **3.9 Training Program**

In most cases, and for most departments, employee training is done on an individual basis by the department manager. Even if an employee has had previous experience in their specified functions, it is necessary for them to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, please consult your supervisor or department manager.

### **3.10 Employment Authorization Verification**

All new hires and current employees are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment. If you are currently employed and have not complied with this requirement or if your status has changed, please inform your supervisor immediately.

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## **4.0 Wage and Hour Policies**

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### **4.1 Introduction**

An employee’s pay depends on a wide range of factors, including pay scale surveys, experience, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, please speak with your supervisor or Human Resources.

### **4.2 Pay Period**

The standard pay period is semi-monthly for all employees. Pay dates are on the 5th and the 20th of each month. Should any pay dates fall on a Saturday, you will be paid the preceding day; pay dates falling on a Sunday you will be paid the following Monday. Special provisions may be required from time to time if holidays fall on pay dates. The

semi-monthly pay periods will be on the 1st of the month through the 15th and the 16th to the last day of the month. Overtime pay will be calculated based on our workweek of Sunday morning at 12:01 am through Saturday night at midnight. Depending on the month the week can be split between two different pay periods.

#### **4.3 Paycheck Deductions**

Peczuh Printing Company is required by federal, state, and certain local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, and FICA contributions (Social Security and Medicare) as well as any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

Contact the Payroll Department or Human Resources for any questions about your paycheck..

#### **4.4 Direct Deposit**

We encourage all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Human Resources Director for an application form. Typically, the bank will begin the direct deposit of your payroll within 7 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

#### **4.5 Work Schedules**

Work schedules will be determined by your direct supervisor and will specify the work week and hours of labor. If you are unsure, please speak to your direct supervisor for specific details on your work schedule.

#### **4.6 Recording Time**

Accurately recording time worked is the responsibility of every employee. Each employee will have access to a time and attendance system to accurately record their time. Federal and state laws require Peczuh Printing to keep an accurate record of time

worked to calculate employee pay and benefits. Time worked is all the time spent on the job performing assigned duties.

Non-exempt (hourly) employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. Meal periods are unpaid and must be 30 minutes or longer. Employees are expected to take a meal period in excess of the 30 minute period and should not clock back in prior to this threshold. In addition, meal periods are designed to give employees balance and some time away from work. As such, these breaks should not be interrupted with work and these breaks should be taken away from production or working areas. Hourly employees should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be pre-approved before it is performed. Time worked is generally defined as all the time Non-exempt staff spend performing assigned duties.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by approving the time record. Approvals in time keeping system must be done daily.

#### **4.7 Travel Time Pay**

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

An employee who regularly works at a fixed location in one city is given a special one day assignment in another city and returns home the same day. The time spent in traveling to and returning from the other city is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.

##### **Travel Away from Home Community**

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The time is not only hours worked on regular working days during normal working hours, but also during corresponding hours on nonworking days. Peczuh Printing Company may consider as work time that time spent in travel away from home outside of regular working

hours as a passenger on an airplane, train, boat, bus, or automobile.

Hourly employees who are required to travel on business should contact Human Resources prior to traveling for information regarding hours paid, expenses and strategies used by the company to minimize the cost of travel.

### **Calculating and Reporting Travel Time**

Employees are responsible for accurately tracking, calculating, and reporting travel time.

### **4.8 Overtime Authorization for Nonexempt Employees**

If you are a nonexempt employee, you may qualify for overtime pay. All overtime must be approved in advance by your supervisor.

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

Overtime pay of one and one-half an employee's regular rate of pay or average pay rate (if you perform work at different pay rates during the relevant week) is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, sick leave days, or other leave days do not count as time worked for computing overtime.

### **4.9 Attendance Policy**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor. It is not acceptable to call in after your shift begins to report a late arrival or a missed work day. If you are traveling to work and determine you will be late, pull over to a safe area to make a call or send a text communicating your late arrival.

The Company reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

### **4.10 Job Abandonment**

If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, he or she will be considered to have abandoned his or her job and

voluntarily resigned from the company. A no call/no show of one day will result in disciplinary action against the employee. Be transparent, let us know where you are and if we can help.

### **4.11 Travel Expenses**

Peczuh Printing will reimburse eligible employees for reasonable business travel expenses if a member of management approves/requires the travel in advance. Travel expenses such as travel, meals, lodging, and other expenses are reimbursable if they were necessary to meet the objectives of the trip. Employees are expected to exercise prudent business judgment regarding travel expenses. A per diem rate of \$35/day meals will be reimbursed for travel between Peczuh Printing facilities. (Partial day trips will be pro-rated to \$10 each breakfast and lunch; \$15 for dinner).

Peczuh Printing will not pay additional costs for travel, lodging, meal or other travel expenses for spouses or other family members.

If you are involved in an accident while on business travel, immediately report the accident to your supervisor. If you use a vehicle owned, leased, or rented by Peczuh Printing, you may not use that vehicle for personal reasons.

Employees are to submit their approved expenses within 7 days of the end of the trip and must include a copy of the receipt with description of the expense, its business purpose, date, place, and the participants.

### **Advances**

The Company does not generally provide cash travel advances. Normally, employees are expected to use personal credit cards and/or their own cash and submit their approved expenses on the standard Expense Report Form.

### **Personal Vehicles**

All employees using their own vehicle for business purposes must maintain insurance coverage as required by law and must have an acceptable driving record. Travel between the employee's home and primary office is not considered to be business travel. Employees are not authorized to use personal vehicles for business travel without authorization. Employees will be reimbursed for vehicle use at 36 cents per mile. \*Salesperson reimbursement policy will remain unchanged.

### **Travel Reservations**

Approved airline travel, rental cars, and hotels must be booked through the designated travel coordinators in order to be reimbursed.

### **Business Meetings (Company-Sponsored Events and Meetings)**

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company employees. The most senior Company employee present is to pay and report all expenses.

### **Training Seminars**

The Company pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by the employee's manager/supervisors and appropriate management.

### **Employee Reporting**

Employees are to report their approved expenses in the expense reporting system and must include a PDF of the receipt, a description of the expense, its business purpose, date, place, and the participants.

#### ***4.12 Use of Company Credit Cards***

Every employee in the possession of a Company issued credit card will adhere to the strictest guidelines of responsibility for the proper protection and use of that card.

All sales receipts generated by use of the Company credit card must be turned in weekly through the expense reporting system. Use of the company credit card is restricted to approved business-related expenses.

Company credit cards are not to be used for personal reasons. Any unauthorized purchases made with a Company issued credit card will be the cardholder's responsibility. Any such purchase will be reimbursed to the company by the employee within 10 days.

Lost or stolen Company issued cards must be reported immediately to your supervisor or manager. Failure to follow this policy may result in disciplinary action up to and including termination.

#### ***4.13 Rest and Meal Periods***

The lunch period is a time for the employee to take care of personal issues and to relax and catch their breath from the toils of the business. Employees are not permitted to forego the lunch period to shorten the work day without the permission of their

supervisor.

Peczuh Printing provides a 30-minute unpaid lunch period for any employee that works more than five consecutive hours. Employees needing extra time on their lunch period must receive prior approval from their supervisor.

Employees must clock out during the lunch period, and Peczuh Printing will do everything possible to make sure the lunch period is uninterrupted. However, if the nature of the job is such that uninterrupted time is not practical, the employee may take an "on-duty" lunch without any loss of time or pay, with supervisor approval.

Peczuh Printing provides an official rest break of no more than 15-minute duration twice a day. Employees are requested to remain on Company premises during the break periods. Employees must clock out during the break periods; the first 15 minutes of a break are paid any time over the 15-minute time frame will be deducted from hours worked.

In fairness to all employees, individuals who smoke or vape are expected to comply with the above policy for break periods.

#### ***4.14 Accommodations for Nursing Mothers***

Peczuh Printing Company will provide nursing mothers reasonable paid break time to express milk for their infant children for up to one year following the child's birth. Congratulations on your new addition! We hope to help you balance your work and the life with your new bundle of joy.

To ensure privacy, nursing mothers will be provided a private room, other than a restroom, to express their milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use. We will make every effort to make this location comfortable, secure and conducive to expressing milk.

Nursing mothers will also be provided a refrigerator to store their breast milk. Employees are responsible for labeling their milk with their name and the date on which the milk was expressed.

Nursing mothers are encouraged to discuss the length and frequency of breastfeeding breaks with their supervisor or HR.

Employees who have any questions or concerns regarding this policy should contact HR.

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

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### ***5.1 Performance Improvement***

Peczuh Printing Company will make efforts to periodically review your work performance. The performance improvement process will take place on as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

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

### ***5.2 Promotions***

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

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Employees and Introductory Periods section. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

### ***5.3 Pay Raises***

Depending on the Company's financial health and other factors, efforts will be made to give pay raises consistent with Company profitability, job performance, and the consumer price index. Peczuh Printing Company may also make individual pay raises based on merit or due to a change of job position.

### ***5.4 Transfer***

Peczuh Printing Company may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by an employee and management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

### ***5.5 Workforce Reductions (Layoffs)***

If necessary based upon the needs of the business, management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for management and employees alike, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce while recognizing the needs of impacted employees. All layoffs will be done in accordance with state and federal regulations.

### ***5.6 Standards of Conduct***

Peczuh Printing Company wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all of our employees, clients, customers, and other stakeholders. Every employee has a shared responsibility toward improving the quality of our work environment. By deciding to work at this Company, you agree to follow the Company's rules.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit the Company's right to discipline or discharge employees for any reason permitted by law. In fact, while we value our employees, the Company retains the right to terminate an employee on an "at-will" basis.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possession, distribution, sale, transfer, or use of illegal drugs or alcohol in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
- Being under the influence of alcohol during working hours on Company property (including Company vehicles), or on Company business.

- Inaccurate or fraudulent reporting of the hours worked by you or any other employee.
- Providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of the Company or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-Company communication or expense records.
- Theft, inappropriate removal, possession or destruction of Peczuh Printing's property.
- Possession of dangerous unauthorized materials, such as explosives or firearms, in the workplace without prior authorization.
- Fighting with, or harassment (as defined in our EEO policies) of, any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Watching or streaming videos that are not job related.
- Smoking or vaping in non-designated areas.
- Working unauthorized overtime.
- Outside employment which interferes with your ability to perform your job at this Company.
- Lending keys or to Company property to unauthorized persons.
- Criminal activity of any type.
- Threatening or intimidating an employee, manager or supervisor, client, customer, vendor or other persons.
- Sexual or other unlawful harassment.
- Insubordination.
- Unauthorized use of customer information.
- Sleeping or appearing to sleep on the job.
- Abuse, verbal or physical.
- Any form of retaliation, fighting, or threatening

violence in the workplace.

- Refusal to take a drug test.
- Disrespect of customer property or unauthorized access to customer personal areas.
- Violation of Social Media expectations.
- Mishandling or wasting of Peczuh Printing funds.
- Boisterous or disruptive activity in the workplace.
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property.
- Violation of safety or health rules.
- Excessive tardiness, absenteeism, or any absence without notice.
- Unauthorized absence from your work location during the workday.
- Unauthorized use of telephones, mail systems, internet, or other employer-owned equipment.
- Unsatisfactory performance or conduct.
- Use of mobile phone or device while driving a Company vehicle.
- Making false statements.
- Gossiping and/or rumor spreading.
- Inappropriate language in front of customers, vendors, or co-workers.
- Excessive socializing in the workplace.
- Excessive personal calls, emails, or similar behavior.
- Failure to complete assigned tasks.
- Failure to maintain quality control.
- Failure to maintain appropriate attire and hygiene.
- Failure to notify supervisor of any absence prior to scheduled shift.
- Use of company resources for personal gain.

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

### **5.7 Confidentiality/Professional Behavior**

We expect all employees of Peczuh Printing to:

- Conduct themselves in a responsible and professional manner and be respectful of fellow employees, customers, vendors, suppliers, and all others with whom contact is made during the work day.
- Obey all company policies, local, state and federal laws while in the performance of their duties or representing the company in any capacity.
- Protect the Company's and customer's right to privacy and confidential information with the highest possible regard. Employees are not permitted to take photographs of Company or customer products or information. If there is a need to take a photograph of something that is Company or customer related, please ask your supervisor or a member of the management team to take photographs.

We are in a competitive business. The maintenance of confidentiality that is related to the operations of and the business conditions of Peczuh Printing is critically important to our competitive position. Employees are expected to not divulge any company information such as volume of business, pricing information, marketing strategies, or any information about customers. Employees are not to remove Company or customer products from the building without prior approval from a member of the management team (this includes bad or rejected products).

Any employee found to be sharing information with unauthorized persons, or an employee found to be selling Company or customer products to unauthorized persons, will be subject to disciplinary action up to and including termination.

### **5.8 Disciplinary Process**

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

In appropriate circumstances, management will provide the employee first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, the Company is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, levels of discipline may be skipped and employees may be disciplined or employment may be terminated immediately terminated without any prior warning or procedure.

### **5.9 Problem-Solving Procedure**

We strive to provide a comfortable, productive, legal, and ethical work environment. To this end, the Company wants you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your supervisor or any other manager at a time and place that will allow the supervisor to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have discussed this matter with your supervisor before and do not believe you have received a sufficient response, or if you believe your supervisor is the source of the problem, we request you present your concerns to Human Resources or upper level management. Please indicate what the problem is, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.10 Outside Employment**

Outside employment which creates a conflict of interest or which affects the quality or value of your work performance or availability at the Company is prohibited. The Company recognizes that employees may seek additional employment during off hours, but expects, in these cases, that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect



the employee's ability to effectively perform his or her duties. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

### **5.11 Employment Termination**

Employment at Peczuh Printing is "at-will." This means that your employment is at the mutual consent of you and Peczuh Printing and either you or Peczuh Printing may terminate the employment relationship at any time, with or without cause, and with or without notice. However, each party should make every effort to give two weeks' notice prior to terminating employment.

### **5.12 Exit Interview**

You may be asked to participate in an exit interview when you leave the Company. The purpose of the exit interview is to provide management with greater insight into employee relations and to avoid unnecessary employee claims. Your cooperation in the exit interview process is appreciated.

### **5.13 Post-Employment Reference Policy**

The Company policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Please forward any requests for employment verification to Human Resources.

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## **6.0 General Policies**

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### **6.1 Driving Record and Use of Personal Vehicles**

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

State law requires all motorists to carry auto liability insurance. Peczuh Printing requires its employees to carry a minimum of

\$50,000/\$100,000/\$50,000 limits. It is against the law to drive without insurance. Employees using their own vehicle as a part of their employment duties must provide management with a current proof of insurance statement or card. A new proof of insurance is required every time your policy expires and renews.

No person shall operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. If you are impaired in any way and for any reason, you are not to drive a vehicle.

Texting or talking on a mobile device is not allowed. Any communication while driving must be completed while safely parked and while the vehicle is not moving.

### **6.2 Use of Company Vehicles**

Company vehicles are to be used for Company business only. Personal use or outside business use is strictly prohibited.

Drivers of Company vehicles are to immediately report all infractions or violations while driving a Company vehicle and all restrictions, suspensions, or revocations against their driver's license to their supervisor, manager, or Human Resources immediately.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify a supervisor or manager immediately. Before driving any vehicle for Peczuh Printing or belonging to Peczuh Printing, please make certain that it is properly licensed and insured. Employees must have a valid driver's license and be pre-authorized by the Company's insurance carrier in order to operate any vehicle for Peczuh Printing or belonging to Peczuh Printing.

The driver of a Company vehicle is responsible for the vehicle while in his or her charge and must not permit unauthorized persons to drive it.

The driver is responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered. Smoking is prohibited in Company vehicles.

No person shall operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. If you are impaired in any way and for any reason, you are not to drive a Company vehicle.

Multiple driving moving violations that appear on the annual state department of motor vehicle check

will result in suspension of rights to drive a company vehicle or drive a personal vehicle on company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, termination of employment is possible.

### **6.3 Personnel Records**

The Company maintains a personnel file for every employee. Every effort will be made to keep your personnel records confidential. Access is on a “need-to-know” basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

The company reserves the right to follow and comply with state law regarding any employee or former employee wishing to inspect their personnel (human resource) records. If approved, inspection must occur in the presence of a Company representative. All requests by an outside party for information contained in your personnel file will be directed to the Human Resources department, which is the only department authorized to give out such information.

### **6.4 Computer, Email, and Internet Usage Policy**

Peczuh Printing recognizes that use of the Internet and e-mail has many benefits and can make workplace communication more efficient and effective. Therefore, employees are encouraged to use the Internet and e-mail systems appropriately. Unacceptable use of the Internet and e-mail can place Peczuh Printing and others at risk. This policy outlines the company’s guidelines for acceptable use of the Internet and e-mail.

This policy applies to all employees, contractors, vendors, partners, or associates, and any others accessing and/or using the Company’s system through on-site or remote terminals.

#### **Guidelines**

- All technology provided by Peczuh Printing, including computer systems, communications networks, company-related work records and other information stored electronically, is the property of the company and not the employee. In general, use of the company’s technology systems and electronic communications should be job-related.

- Employees may not use Peczuh Printing’s Internet, e-mail or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. No messages with derogatory or inflammatory remarks about an individual’s race, age, disability, religion, national origin, physical attributes or sexual preference may be transmitted. Harassment of any kind is prohibited.

- Disparaging, abusive, profane or offensive language; materials that might adversely or negatively reflect on Peczuh Printing or be contrary to its legitimate business interests; and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the Internet or e-mail—are forbidden.

- Copyrighted materials belonging to entities other than Peczuh Printing may not be transmitted by employees on the company’s network without permission of the copyright holder. Copyrighted materials may include music, movies, television shows or software. Employees must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only. Saving copyright-protected information to a network drive without permission is prohibited. Sharing the URL (uniform resource locator or “address”) of an Internet site with other interested persons for business reasons is permitted.

- Employees may not use the system in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and “spamming” (sending e-mail to thousands of users.)

- Employees may not use the system in association with any illegal activity. In addition, the system may not be used for gambling, financial schemes or inappropriate activity.

- To prevent contamination of Peczuh Printing technology and communications equipment and systems by harmful computer viruses, downloaded files should be checked for possible infection through the IT department. Also, given that many browser add-on packages (called “plug-ins”) may not be compatible with other programs and may cause problems for the systems, downloading plug-ins is prohibited without prior permission from IT. Disabling programs installed by the IT department is not allowed.

- Every employee of Peczuh Printing is responsible for the content of all text, audio or image files that he or she places or sends over the company's Internet and e-mail systems. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. Peczuh Printing's corporate identity is attached to all outgoing e-mail communications, which should reflect corporate values and appropriate workplace language and conduct.
- E-mail and other electronic communications transmitted by Peczuh Printing equipment, systems and networks are not private or confidential, and they are the property of the company. Therefore, Peczuh Printing reserves the right to examine, monitor and regulate e-mail and other electronic communications, directories, files and all other content, including Internet use, transmitted by or stored in its technology systems, whether on-site or offsite.
- Internal and external e-mail, voice mail, and text messages are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the company.

All company-supplied technology, including computer systems, equipment and company-related work records, belongs to Peczuh Printing and not to the employee user. Employees understand the company routinely monitors use patterns, and employees should observe appropriate workplace discretion in their use and maintenance of such company property. Because all the computer systems and software, as well as e-mail and Internet connections, are the property of Peczuh Printing, all company policies apply to their use and are in effect at all times. Any employee who abuses the company-provided access to e-mail, the Internet, or other electronic communications or networks, including social media, may be denied future access, and, if appropriate, be subject to disciplinary action up to and including termination, within the limitations of any applicable federal, state or local laws. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

Repairs or replacement of computer systems and equipment needed because of employee negligence may be at done at employee's expense.

## **6.5 Social Media Policy**

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

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

### **Guidelines**

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

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

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

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

### **Be Respectful**

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

other status or class protected by law or company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### **Maintain Accuracy and Confidentiality**

When posting information:

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

### **Using Social Media at Work**

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

### **Media Contacts**

If you are not authorized to speak on behalf of the Company, do not speak to the media on the Company's behalf. Direct all media inquiries for official Company responses to Human Resources.

### **Retaliation and Employee Rights**

Retaliation or any other negative action is prohibited against an employee who reports a possible deviation from this policy or cooperates in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and condi-

tions of employment, or to restrain employees in exercising any other right protected by law. Employees have the right to engage in or refrain from such activities.

### **6.6 Employee Suggestions/Open Door Policy**

We welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

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

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

### **6.7 Company Bulletin Boards**

Peczuh Printing Company maintains an official bulletin board located for the purpose of providing employees with its official notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to the employees on the bulletin board. Please keep informed about this material by periodically reviewing the Company bulletin board. Only authorized personnel are allowed to add and remove notices from the Company bulletin board. Check with Human Resources for approval if you have a posting of interest.

### **6.8 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Peczuh Printing Company. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. These expectations are for both safety reasons and are observed to maintain a professional, non-offensive workplace.

The following items are considered inappropriate working attire:

- Open-toe shoes in the production area.
- Thin-strap tank tops or revealing shirts.
- Revealing shorts or miniskirts.
- Sheer, tight or revealing clothing, including muscle shirts.
- T-shirts with inappropriate or offensive graphics or advertising.
- Ripped, frayed or disheveled clothing.
- Items that solicit support for or against any group, cause, or political candidate.
- Any other attire or appearance Pecuh deems to be inappropriate or unsafe to the working environment.

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

The Company will make every effort to reasonably accommodate employees with disabilities or with religious beliefs that make it difficult for them to comply fully with the personal appearance policy. Contact your supervisor to request a reasonable accommodation.

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

### ***6.9 Personal Relationships in the Workplace***

If a consensual romantic or sexual relationship develops between two employees, it shall be the mandatory obligation of both employees to promptly disclose the existence of the relationship to their direct supervisor(s) and the Human Resource Director. Failure to disclose the relationship is subject to disciplinary action, up to and including termination. Depending upon the circumstances of the employee romantic or sexual relationship, Pecuh Printing management may alter the work schedules of those involved, transfer one or both employees, or terminate employment of those involved. This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described. The company requires the notification process to

prevent conflicts of interest and improper reporting structure.

### ***6.10 Company Social Events***

Pecuh Printing Company holds social events for employees. Please be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties as an employee. Any exceptions to this policy must be in writing and signed by a supervisor prior to the event.

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

Pecuh Printing Company does not make payroll advances or loans.

### ***6.12 Telephone Use***

Our phones are principally for work-related communications. Unless there is an emergency, employees are required to limit long distance telephone calls to business purposes only. Employees should limit personal use of the telephone to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Voicemail/Email/Internet Usage Policy.

### ***6.13 Company-Provided Cell Phone/Mobile Device Policy***

Employees who drive a vehicle during the course of their employment may not use any cell phone/mobile device or other communication device while driving.

The company owns and remains entitled to all cell phone/mobile devices, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the company in operable condition.

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

While Pecuh Printing Company permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, employees must not permit the use of such devices to interfere with their job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of employee productivity. As a result, em-

employees should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, employees should use their device in a manner that is courteous to those around them. Outside of nonworking time, use of such devices should be kept at a minimum and limited to emergency use only. Employees with devices that have a camera and/or audio/video recording capability are restricted from using those functions on Company property unless authorized in advance by management or used in a manner consistent with the rights of employees to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

Employees are expected to comply with Company policies regarding the protection of the employer's confidential and proprietary information when using personal devices.

While operating a vehicle on company time, the Company requires that the driver's personal cell phone/mobile device be turned off. An employee that needs to make or receive a phone call should pull off the road to a safe location unless he or she has the correct hands-free equipment for the device that is in compliance with applicable state laws.

Employees may connect their personal devices to the Pecuh Guest network.

Employees may have the opportunity to use their personal devices for work purposes. Before using a personal device for work-related purposes, an employee must obtain written authorization from IT. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. Employees authorized to use a personal device will receive a monthly stipend based on the estimated use of the device. If an employee obtains or currently has a plan that exceeds the monthly stipend, Pecuh Printing Company will not be liable for the cost difference.

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

Violation of this policy will subject an employee to disciplinary action up to and including termination of employment.

### ***6.15 Use of Company Property or Premises***

Employees may not use Company property for personal use during working time. Employees are responsible for returning Company property in good condition and repairing or replacing any

property damaged as the result of personal use or as the result of negligence. This includes using copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is the policy of the Company to control off duty and nonworking hour use of Company facilities either for business or personal reasons. Employees are prohibited from using Company facilities during off duty or non-working hours without the written consent of their supervisor. Employees using Company facilities during off duty hours or non-Company hours may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

### ***6.16 Security***

Every employee is responsible for helping to make this a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or other similar devices to your supervisor immediately. You should refrain from discussing with nonemployees specifics regarding Company security systems, alarms, passwords, etc.

We also request that you immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of every employee and we rely on you to help us keep our premises secure.

### ***6.17 Personal Data Changes***

It is your obligation to provide the Company with all of your current contact information, including current mailing address and telephone number. Please inform the Human Resource Director of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

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## **7.0 Benefits**

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### ***7.1 Regular Full-Time Employees***

A regular full-time employee is an employee who has completed his or her introductory period and is regularly scheduled to work more than 30 hours

per week. Unless stated otherwise, all the benefits provided to employees are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other employee benefits.

### **7.2 Regular Part-Time Employees**

Any employee who works less than 30 hours per week is considered a part-time employee. Part-time employees are not eligible for Company benefits unless specified otherwise in this handbook or in the benefit plan summaries.

### **7.3 Temporary Employees**

Temporary employees are hired for a specific period or specific work project, not to exceed 6 months in duration. The Company reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for employee benefits unless specified otherwise in this handbook or in the benefit plan summaries.

### **7.4 Exempt Employees**

If you are classified as an exempt employee at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or nonexempt employee, contact your supervisor for clarification.

### **7.5 Health Insurance**

After the probation period, Peczuh Printing offers regular full-time employees and their dependents access to medical care insurance benefits. Eligible employees may participate in the medical insurance plan subject to the terms and conditions of the agreement between Peczuh Printing and the insurance carrier. You will find details of the medical insurance plan in the Employee Benefit Guide (EBG). You will receive the EBG and rate information at the time of orientation. For questions about medical insurance, contact the Human Resources Manager for additional information. There is a waiting period for benefits for new employees. Employees who elect medical coverage will begin coverage on the first day of the month following 60 days of employment.

### **7.6 Short-Term Disability Insurance**

Peczuh Printing has a short-term disability (STD) benefits program for regular full-time employees. STD benefits are paid to eligible employees who cannot work because of qualifying disability

conditions caused by an injury or illness. This valuable benefit provides a level of protection to the compensation of the employee. We are proud to be able to offer this generous benefit. Eligible employees may participate in the STD plan subject to the terms and conditions of the agreement between Peczuh Printing and the insurance carrier.

Please note that if the disability comes from being pregnant or a pregnancy-related illness, it will be treated the same as any other illness that prevents an employee from working. If the disability is covered by workers' compensation, it is not covered by the STD plan. There are more details in the STD Summary Plan Description, including how much can be paid and when, the limits, the restrictions, and what is not covered. If you have questions about STD benefits, contact the Human Resources Manager for more information.

### **7.7 Life Insurance**

Peczuh Printing offers a basic life insurance plan for regular full-time employees. Eligible employees may also purchase supplemental life insurance for themselves and/or their dependents. The basic life insurance plan includes Accidental Death and Dismemberment (AD&D) insurance. AD&D provides benefits in case an accident causes a serious injury or death. Eligible employees may participate in the life insurance plan(s) subject to the terms and conditions of the agreement between Peczuh Printing and the insurance carrier. If you have questions about our life insurance plan, contact the Human Resources Manager for more information.

### **7.8 Dental Insurance**

After the probation period, Peczuh Printing offers dental coverage to regular full-time employees and their dependents, which is paid 50% by Peczuh Printing.

### **7.9 Vision Care Insurance**

After the probation period, Peczuh Printing offers vision coverage to regular full-time employees and their dependents, which is paid 25% by Peczuh Printing.

### **7.10 Employee Assistance Program**

Have you ever felt overwhelmed, stressed out or pressured by life? One of our most important and vital benefits is the Employee Assistance Program. This program covers full and part-time employees and it is fully funded by the company. This pro-

gram can be vital in providing you with a trusted resource, a trained professional who can help you when life matters become tough. Peczuh Printing will provide confidential and voluntary assistance through its employee assistance program (EAP) to all employees and their family members who may be faced with dynamic challenges of financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, child care problems, etc. For the welfare of employees as well as for effective business operations, Peczuh Printing encourages its employees to take advantage of this valuable benefit of employment with the company.

Employees and their family members can refer themselves to the EAP. The program may be reached 24 hours a day on weekdays and weekends by calling 800-832-7733.

### **7.11 401(k) Plan**

We also care about your financial well-being, including your retirement. To that end, Peczuh Printing has established a 401(k) savings plan to provide eligible employees with the potential for financial security in their retirement. Effective January 1, 2018 Peczuh Printing will match 50% up to 4% of the contributing employee's 401(k) plan. At the discretion of the Company, this can be discontinued at any time.

To be eligible to join our 401(k) savings plan; you must complete 12 months of service and be 21 years of age or older. You may join the plan only during open enrollment periods (please see HR for details). Eligible employees may participate in the 401(k)-plan subject to all terms and conditions of the plan. The 401(k) savings plan allows you to elect how much salary you want to contribute and direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs.

Because your contribution to a 401(k) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 401(k) distributions.

Complete details of the 401(k) savings plan are described in the Summary Plan Description. You can contact the Human Resources Manager for more information about the 401(k) plan.

### **7.12 Holiday Pay**

Peczuh Printing Company generously offers the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

When a Company holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, the holiday will be observed as your supervisor determines, on the employee's last day of work before the holiday or the first day of work following the holiday.

You must work the day before and the day after a holiday to receive holiday pay, unless the day before or the day after is your normally designated day off or you are on vacation.

An employee must have satisfactorily completed the introductory period to be eligible for holiday pay. Holiday pay for full-time employees is computed at the straight time rate of eight hours. In no case may an employee receive more than a normal day's wage for any holiday unless they worked that day.

### **7.13 Vacation Policy**

Paid vacation is one of the ways Peczuh Printing recognizes length of service and performance and shows appreciation by providing time off with pay.

Eligible employees earn a paid vacation based on length of continuous service.

After 1-year service – 40 hours

2 – 4 years of service – 80 hours

5 – 9 years of service – 100 hours

10+ years of service – 120 hours

Vacation Anniversary begins on January 1st after your hire date.

Peczuh Printing encourages use of available vacation days in the calendar year in which they were accrued; we do allow you to carry over 40 hours of unused vacation to the following year. Vacation days cannot be borrowed from future years.



Vacation periods should be scheduled as far in advance as possible. Vacation periods should be scheduled in time and attendance system and approved by employee's supervisor at least two weeks prior to the date requested. Preference in selection of dates will be granted based on receipt of request. In the event of multiple requests for the same day a supervisor or VP of manufacturing can deny request to adequately cover production. A vacation calendar will be visible to employees by specific departments to avoid this situation. Scheduled vacation must be canceled no later than the end of the work shift on the last workday prior to the scheduled vacation time. Time off request must be submitted and approved prior to end of pay period to ensure payment of requested vacation days.

Upon termination employees with less than one year of continuous service will not be entitled to vacation. With proper notice employees with more than one year of continuous service will be paid any earned unused vacation for the current year. Employees terminated for cause will not be entitled to unpaid vacation.

COLORADO EMPLOYEES – Vacation pay is considered wages under Colorado Wage Claim Act. If an employee is terminated, any earned and determinable vacation must be paid upon separation..

#### **7.14 Sick Pay**

Peczuh Printing provides its regular full-time employees 26 hours of sick leave per year. If you cannot report to work because of an illness or injury, you should notify your supervisor before the scheduled start of your workday, if possible. Your supervisor must also be contacted on each additional day of absence. Unused sick leave can be carried over from year to year. Unused sick leave may not be converted to cash payment.

Sick leave may be used for doctor or dental visits as well as to care for immediate family members who are sick. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

#### **7.15 Military Leave**

The company complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with amendments) and all applicable state law.

Documentation of the need for the leave is required to be submitted to Human Resources. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact Human Resources.

#### **7.16 Jury Duty Leave**

Peczuh Printing encourages its employees to serve jury duty when summoned. Employee is required to immediately show his/her supervisor, upon receipt, any jury duty summons received, so that the supervisor may make arrangements to accommodate the employee's absence. All regular full-time employees will receive normal pay for the days they are serving on a jury. Reimbursement checks from the court system to the employee must be reimbursed to Peczuh Printing. Peczuh Printing will have already paid the employee's normal wages.

#### **7.17 Parental Leave**

Peczuh Printing Company recognizes the importance of taking leave after the birth of a child or the placement of a child with an employee relating to adoption or foster care. Employees are entitled to up to 3 days off with pay. Pay is based on the regular rate for an eight-hour day. Authorized leave without pay is available. Personal leave time may also be taken when necessary. Employees taking parental leave must notify Human Resources of their intention to do so.

#### **7.18 Bereavement Leave**

Peczuh Printing Company recognizes the importance of taking leave on the occasion of a death in the family. Employees are entitled to up to 3 days off with pay for the funeral of an immediate relative (mother, father, sister, brother, spouse, child, mother-in-law, grandparent, or grandchild). Pay is based on the regular rate for an eight-hour day. Authorized leave without pay is available for extended funeral matters. Personal leave time may also be taken when necessary. Employees taking bereavement leave must notify Human Resources of their intention to do so.

#### **7.19 Volunteering Leave**

Peczuh Printing recognizes it is our responsibility

ity as a good corporate citizen to help enrich our surrounding communities of residence and work. We encourage our employees to become involved in their communities, lending their voluntary support to programs that positively impact the quality of life within these communities.

Volunteer time should not conflict with the peak work schedule and other work-related responsibilities, create need for overtime or cause conflicts with other employees' schedules.

Time away from work for volunteering purposes may occur during lunchtime, before work, after work or on weekends, depending upon the type of volunteer program the employee is involved in.

The time away from work policy allows employees to take up to one hour of paid time each month to participate in their specific volunteer program.

Volunteer time should be regular and on a set schedule to help with the coordination of other work-related responsibilities. Volunteer leave will be based on the regular rate of pay.

### ***7.20 Leave Donation Policy***

Peczuh Printing recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available leave. All eligible employees will be allowed to donate leave from their unused balance to their co-workers in need. Please see HR for detailed policy and procedures.

### ***7.21 Leaves of Absence (FMLA Covered Employers)***

A leave of absence (leave) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military, or other approved reasons. If an employee finds that he or she must be out of work for more than three days, he or she should contact the Human Resources department to determine if a leave of absence may be necessary.

While on leave, an employee must contact the Human Resources department at least every 30 days. This provision does not apply to employees taking Family and Medical Leave Act (FMLA) leave. Employees taking FMLA leave should consult the documents they are provided for FMLA leave or should discuss such notification or certification issue with Human Resources. Failure to contact HR upon request may result in voluntary termina-

tion of employment. Failure to return to work upon the expiration of the leave or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination of employment.

### **Required Documentation**

All requests for a leave of absence must be made on a Leave of Absence Request Form for the particular leave (FMLA, disability accommodation, military, pregnancy, other medical leave, personal leave, etc.) and submitted to the immediate supervisor. An employee must provide 30 days' advance notice when the need for the leave or absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to his or her immediate supervisor as soon as possible. Medical certifications and/or other documentation supporting the need for the leave may be required.

### **Job Benefits**

For leaves other than approved FMLA leaves, Peczuh Printing Company will pay its portion of the cost of the employee's benefits including health, dental, life, and disability insurance benefits while an employee is on leave for the end of the monthly billing cycle at which time a COBRA notification will be issued. Family and Medical Leave Act (FMLA) leaves of absence allow for up to 12 weeks of group health insurance continuation coverage in the same manner as if the employee continued to work. The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by check which must be submitted to the Human Resources department each pay period unless other arrangements have been made. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee's coverage(s) will be terminated.

While on leave, employees may be required to use any accrued PTO, vacation, or sick time (See Paid Time Off/Sick/Vacation Policy [select appropriate policy]).

No benefits will be accrued while an employee is on leave. Except as otherwise provided by law, time spent on a leave of absence, except for military reserve duty, will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment.

## Return to Work

Upon return to work, the employee may be required to take a fitness for duty exam or otherwise provide medical clearance.

## **7.22 Family and Medical Leave of Absence Policy**

### **A. General**

We recognize that there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, we will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any other leave authorized by the FMLA:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When an employee is unable to work due to his or her own serious health condition;
- **Family Care Leave:** To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave:** When an employee's spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave:** To care for an employee's spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active duty. **Note:** A leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

### **B. Key Policy Definitions**

- **Eligible employees** under this policy are those who have been employed by our Company for at least 12 months (need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Employees who work in small locations with fewer than 50 employees within 75 miles, are not eligible for leave. However, employees should contact Human Resources to discuss other types of leave

that might be available for the reasons listed in this policy.

- **Leave year** for the purposes of this policy shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- A **spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster child, step-child, legal ward, or a child for whom the employee stood in loco parentis to, who is (1) under 18 years of age or, (2) 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.
- A **parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.
- A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions which may qualify, contact Human Resources.
- A **health care provider** is a medical doctor or doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider

recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

- **Qualifying exigencies** for military exigency leave include:
  - \* Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - \* Attending official ceremonies, programs, or military events;
  - \* Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
  - \* Making financial and legal arrangements;
  - \* Attending counseling sessions for the military service member, the employee, or the military service members' son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because a mental or physical disability;
  - \* Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - \* Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - \* Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
  - \* Other exigencies that arise that are agreed to by both the Company and employee.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

### C. Notice and Leave Request Process

**Foreseeable Need for Leave:** If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. **Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.**

**Unforeseeable Need for Leave:** If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. **Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.**

**Leave Request Process:** To request leave under this policy, employees must obtain and complete a leave request form from their supervisor or Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and employees will be absent more than three days, employees should contact Human Resources by telephone and request that a leave form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work.

**Call-in Procedures:** In all instances where an employee will be absent, the call-in procedures and standards established for giving notice of absence from work must be followed.

### D. Leave Increments

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

**Family Care, Personal Medical, Military Exigency, and Military Care Leave:** Leave taken for these reasons may be taken in a block or blocks of time.

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

#### **E. Paid Leave Utilization During FMLA Leave**

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

#### **F. Certification and Fitness for Duty Requirements**

Employees requesting family care, personal medical, or military care leave must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In the Company's discretion, employees may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Employees requesting a military exigency leave may also be required to provide appropriate active duty orders and subsequent information concerning particular qualifying exigencies involved.

Employees requesting personal medical leave will also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

#### **G. Scheduling Leave and Temporary Transfers**

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable

based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

#### **H. Health Insurance**

The Company will maintain an employee's health insurance coverage during leave on the same basis as if he or she were still working. Employees must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. In this event, the Company will notify the employee 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at the Company's option, the Company may pay the employee's share of the premiums during the leave and recover the costs of this insurance upon the employee's return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if an employee does not return to work at the end of leave, the Company may require the employee to reimburse the Company for the health insurance premiums paid during the leave.

#### **I. Return to Work**

Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

#### **J. Spouse Aggregation**

In the case where an employee and his or her spouse are both employed by the Company, the total number of weeks to which both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, a husband and wife employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee's own serious health condition, to care for

a spouse or child with a serious health condition, or because of a qualifying exigency.

## **K. General Provisions**

**Failure to Return:** Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

**Alternative Employment:** No employee, while on leave of absence, shall work or be gainfully employed either for himself, herself, or others unless express, written permission to perform such outside work has been granted by the Company. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated.

**False Reason for Leave:** Termination will occur if an employee gives a false reason for a leave.

### **7.23 Workers' Compensation Insurance**

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

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

### **7.24 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by the Company and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

### **7.25 COBRA**

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

Please contact Human Resources to learn more about your COBRA rights.

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## **8.0 Safety and Loss Prevention**

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### **8.1 General Safety Policy**

It is the responsibility of every employee of the Company to maintain a healthy and safe work environment. Please report all safety hazards and occupational illnesses or injuries to your supervisor immediately and complete an occupational illness or injury form as needed. Failure to follow the Company's health and safety rules can result in disciplinary action, up to and including termination of employment.

### **8.2 Drug and Alcohol Policy**

Peczuh Printing expressly prohibits the unlawful manufacture, distribution, possession, or use of a Controlled Substance or Illegal Drug, and/or the distribution, dispensation, possession, or use of alcohol in the workplace. This Policy is implemented to maintain a work environment free of drugs and alcohol, to comply with contractual obligations and the law, to maximize safety, to minimize absenteeism and improve productivity, and to protect Peczuh Printing's reputation. Peczuh Printing will do everything reasonably necessary to balance its goal of maintaining a work environment free of drugs and alcohol with the individual rights of employees and contractors. Notwithstanding, Peczuh Printing will comply with all applicable federal and state laws.

To achieve a drug-free work place, employees and contractors may be required to participate in any or all of the following alcohol and drug testing:

- When there is reasonable suspicion to believe that the employee has used illegal drugs, has illegally used legal drugs, or has the presence of illegal drugs in his/her system.
- When the employee has been involved in an “on duty accident” or unsafe work practice.
- On a random basis as part of preannounced or unannounced periodic testing.
- As a condition to an employee’s return to duty after testing positive for controlled substances or alcohol.
- As part of follow-up procedures to employment-related drug or alcohol violations.
- Prior to an employee’s assignment to a project site.
- Whenever a client of Peczuh Printing requires a drug test of a Peczuh Printing employee working on its site.

This policy covers all Peczuh Printing employees, including temporary employees, and independent contractors of Peczuh Printing.

In addition, applicants may be asked to submit to testing for illegal drugs after being extended a conditional employment offer, but before beginning work.

### Definitions

**Alcohol and Drugs:** “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. “Drugs” means a substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other drug compendia, or supplement to any of those compendia.

**Illegal Drug:** The term “illegal drug” means any Schedule I drug as defined under 21 U.S.C. §812, as amended, and a Schedule II, III, IV or V drug, or a prescription medication used or consumed by the employee without a lawful prescription. In general, Schedule I drugs, substances, or chemicals are defined as drugs with no currently accepted medical use and a high potential for abuse. Schedule I drugs are the most dangerous drugs of all the drug schedules with potentially severe psychological or physical dependence. Some examples of Schedule I drugs are:

- Heroin (diacetylmorphine)

- LSD (Lysergic acid diethylamide)
- Marijuana (cannabis, THC)
- Mescaline (Peyote)
- MDMA (3,4-methylenedioxyamphetamine or “ecstasy”)
- GHB (gamma-hydroxybutyric acid)
- Ecstasy (MDMA or 3,4-Methylenedioxyamphetamine)
- Psilocybin
- Methaqualone (Quaalude)
- Khat (Cathinone)
- Bath Salts (3,4-methylenedioxypyrovalerone or MDPV)

The term “illegal drug” does not include medication which has been lawfully prescribed for an employee and is being taken as directed by the prescribing doctor.

**Controlled Substance:** A “controlled substance” is a drug whose manufacture, possession, or use is regulated by the government, which may include illegal drugs or even some lawfully prescribed drugs, taken as directed.

**On-Duty Accident:** The term “on-duty accident” includes any accident involving injury to person or property, including the loss of life, or a motor vehicle accident resulting in property damage and/or the issuance of a moving traffic citation, which occurs while an employee is on duty for Peczuh Printing or when the accident occurs on Peczuh Printing property.

**Drug and Alcohol Test:** A drug and/or alcohol test is a blood, urine, saliva, hair, breath, and/or any scientifically recognized test designed to determine the presence of alcohol or an illegal drug or the metabolite of an illegal drug using any scientifically reliable method.

**Positive Test:** This is defined as the result of any drug and/or alcohol test showing the presence of alcohol or any illegal drug in the system of an employee or applicant at or above the cutoff levels, which are defined as follows:

- a. Illegal Drug Cutoff Levels shall be the Zero Tolerance Drug Test Cutoff Levels generally accepted by the drug testing community or levels established by any scientifically reliable analytical method.
- b. Peczuh Printing has a Zero Tolerance alcohol policy. This means the Alcohol Cutoff

Level shall be a BAC level of 0.02 grams/ml. (Note: Employee with a blood alcohol level between 0.001 and 0.019 is to be immediately removed from safety sensitive function for at least 24 hours before Employee can perform safety sensitive work functions.)

**Refusal to Submit (to an alcohol or controlled substances test):** This phrase means that an employee either (1) failed or refused to provide an adequate sample without a valid and verified medical explanation, after the employee received notice that he/she is being tested, or (2) engaged in conduct that clearly obstructs the testing process, including, but not limited to, inability to provide sufficient quantities of breath, saliva, or urine to be tested without a valid medical explanation; tampering with or attempting to adulterate the specimen; interfering with the collection procedure; not reporting to the collection site within a reasonable time as determined by Peczuh Printing; failing to remain at the collection site until the testing process is complete; having a test result reported by the designated Medical Review Officer (MRO) as adulterated or substituted; or leaving the scene of an accident without a valid reason before the tests have been conducted. Peczuh Printing will not use pre-employment testing for alcohol use.

**Reasonable Suspicion:** This is a reasonably articulated belief based on specific facts and reasonable inferences drawn from those facts that an employee is in violation of Peczuh Printing's drug and alcohol policy.

**Safety Sensitive Functions:** These are duties or functions which directly affect the safety of employees and/or the general public. This includes, but is not limited to, the operation, maintenance, or emergency response duties with a pipeline, refining, production, and commercial driving functions as defined by "safety sensitive functions" in 49 CFR 382.107.

**Sample:** A Sample means urine, blood, breath, saliva, hair, or any other substance from which a Drug and Alcohol Test can reliably identify the presence of alcohol and/or drugs in a person's body.

**Peczuh Printing Premises:** All property owned, leased, or used by Peczuh Printing, including but not limited to, computers, cell phones, offices, warehouses, facilities, work areas, parking lots, and vehicles, including any property the employee is using within the course and scope of employment.

## **Prohibited Conduct**

Employees shall not use or be in possession of alcohol or illegal drugs while on duty or while on/ in Peczuh Printing premises, including any Peczuh Printing vehicles.

Employees, while on duty or while on/in Peczuh Printing premises, shall not use, be under the influence of, be in possession of, or be in such a condition as to test positive for alcohol or illegal drugs.

Employees violating the terms of this policy shall be subject to questioning and disciplinary action up to and including termination of employment.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a valid and legal prescription. However, employees are responsible for consulting their prescribing physician and/or pharmacist to ascertain whether their medication may interfere with safe performance of their jobs. It is each employee's personal responsibility to take the appropriate action to avoid unsafe workplace practices (e.g., call in sick, use personal leave, request change of duty, etc.) if use of a medication could compromise his/her safety or the safety of others.

If an employee is convicted of violating a criminal drug or alcohol statute, he/she must inform his/her supervisor within five days of conviction. Failure to inform a supervisor of such a conviction will subject the employee to disciplinary action, up to and including termination.

## **Testing Policies**

Before performing any alcohol or drug test under this policy, Peczuh Printing (or its designated representative) shall notify the employee being tested, verbally or in writing, whether the test is required by the Omnibus Transportation Employee Testing Act of 1991 (a "DOT test"), or required by this policy (a "non-DOT test"). Please note that DOT tests will be separate from non-DOT tests in all respects.

All Peczuh Printing employees and contractors are subject to pre-employment, reasonable suspicion, random, preannounced period testing, pre-job assignment, post-accident, return-to-duty, and follow-up drug and alcohol testing under this policy. When conducting any of the above-noted tests pursuant to Peczuh Printing Policy, Peczuh Printing representative shall provide the employee(s) being tested with the following notice:

- a. The Drug and/or Alcohol Test is required by the Personnel Policies and Procedures of Peczuh Printing.



b. Refusal to submit to the required testing may result in disciplinary action, up to and including termination.

### **Pre-Employment Testing**

Peczuh Printing may require a final applicant to undergo a drug test to screen and detect the presence of illegal drugs in the body before offering a final employment position. Refusal to take such a test shall be grounds for denial of employment. An applicant who tests positive for illegal drugs may be denied employment with Peczuh Printing.

Peczuh Printing's job announcements and conditional offers of employment may contain the following notice:

- a. All applicants selected for employment with Peczuh Printing may be required to take a drug test with negative results as a precondition of employment.
- b. A positive test result or failure to submit to the required testing shall result in the withdrawal of any conditional offer of employment with Peczuh Printing.

If the final applicant tests positive for drugs as set forth above, or refuses to submit to testing as defined by this policy, the conditional offer of employment shall be withdrawn in writing.

### **Reasonable Suspicion Testing**

In addition to pre-employment, pre-announced, and random drug and alcohol screening, employees at Peczuh Printing may be subject to drug and/or alcohol testing due to reasonable suspicion based on behavior, appearance, speech, or body odors that could be the result of illegal drugs and/or alcohol use.

The supervisor, or Peczuh Printing representative, making the determination that reasonable suspicion for testing exists, shall submit written documentation setting forth the specific, contemporaneous, articulable observations that resulted in reasonable suspicion. Whenever possible, the suspicion will be corroborated by another supervisor or manager.

The required observations underlying reasonable suspicion testing must be made or confirmed by a Peczuh Printing official who has received at least two hours of training on the physical, behavioral, speech, and performance indicators of alcohol and/or drug use.

Observations underlying the reasonable suspicion

testing must be documented in writing and signed by Peczuh Printing designated official within 24 hours or before the results of the tests are announced, whichever is later.

Whenever possible, reasonable suspicion testing will not be conducted by the same supervisor or responsible individual who makes the reasonable suspicion determination.

When being tested due to reasonable suspicion, the employee tested shall not engage in any employment related duties until the results of the tests are received and the employee is released back to work by a Peczuh Printing official.

### **Random Testing**

All employees are subject to random alcohol and drug tests. Random testing may be unannounced and unpredictable and will be performed on employees whose identifying information is placed into a testing pool and selected on a truly random and arbitrary basis. Each person, including management, has an equal chance of being selected for testing regardless of any other factor. Because this testing has no advanced notice, it serves as a deterrent for bad behavior.

Please note that in addition to individual random testing, entire work groups may occasionally be randomly selected for drug and alcohol testing.

Random tests may be both unannounced and reasonably spaced throughout the year. At the least, every employee will have an equal chance of being selected for drug and alcohol testing once every 17 months.

### **Post-Accident Testing**

Any employee(s) involved in any on-duty accident are expected to make themselves available for a drug and alcohol test, which shall be administered as soon as practical, but in no event, any longer than two hours for alcohol testing and 24 hours for drug testing. Post-accident testing involves screening (1) the injured employee(s), and (2) the employee(s) who caused the accident.

An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing. If an employee refuses to submit to testing, the test(s) will be treated as positive based on the employee's refusal to submit to testing. If circumstances require an employee to leave the scene of an accident (e.g. for medical care), then the employee must make a diligent and good faith effort to

inform a supervisor of his/her location to be tested. The results of tests conducted by healthcare providers and/or law enforcement officers having independent authority to conduct tests to detect alcohol or controlled substances may be relied upon by Peczuh Printing to meet post-accident testing requirements. When testing is requested due to an on-duty accident, the employee(s) tested shall not engage in the operation of any Peczuh Printing vehicles or equipment or engage in any employment related duties until the results of the tests are received and the employee is released back to work.

### **Testing Procedures**

Drug tests conducted pursuant to this policy will normally require a split urine sample of at least 45 ml of urine. The urine shall be divided into two specimen bottles, with at least 30 ml of urine in one bottle and at least 15 ml of urine in the other. However, Peczuh Printing may require a test of a sample in any other scientifically approved method that will effectively test for the presence of alcohol or illegal drugs. Tests may be expanded to breathalyzer, blood test or other sample tests.

The test shall be conducted during or immediately after the regular work period of the employee and shall be considered paid work time for the employee.

Peczuh Printing shall pay all the expenses of the Sample collection, testing, and transportation for testing conducted off the worksite.

Whenever possible, a drug/alcohol test shall be conducted by an entity that is independent of Peczuh Printing, but may be conducted by Peczuh Printing employees trained by an independent entity for sample collection and proper chain of custody procedure.

The entity or authorized Peczuh Printing employee taking the samples shall ensure that (1) the collection of samples is performed under reasonable and sanitary conditions, (2) the collection method ensures the privacy of the person being tested, and (3) the manner is reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.

The entity or authorized Peczuh Printing employee shall also ensure that (1) the samples are correctly identified, labeled, and sealed so as to reasonably preclude the probability of erroneous identification of test results or erroneous attribution, (2) those being tested have a chance to provide identification of currently used or recently used prescription or

nonprescription drugs or other relevant medical information, (3) sample collection, storage, and transportation to the place of testing are performed in a manner that reasonably precludes the probability of sample misidentification, contamination, or adulteration, and (4) sample testing conforms to scientifically accepted analytical methods or procedures.

The entity or authorized Peczuh Printing employee shall verify or confirm any positive initial screening test by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable analytical methods.

Peczuh Printing shall ensure that the employee or prospective employee be notified as soon as possible the results of the test and of the employee's option to have the 15 ml urine sample tested at the equally shared expense of the employee and Peczuh Printing. The notice shall be given (1) by telephone at the employee's last known telephone number, or (2) in writing at his/her last known address of the results of the initial test.

### **Positive Test Results**

#### **Alcohol**

If an employee's Alcohol Test is positive, the employee shall be subject to discipline up to and including termination. At a minimum, the employee shall be removed from, and cannot return to work until all the following are met:

- The employee undergoes evaluation by a substance abuse professional and, where necessary, rehabilitation.
- The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
- The employee undergoes a return-to-duty test with no positive alcohol or illegal drug test results.

#### **Illegal Drugs**

If an employee's drug test is positive, the employee shall be subject to discipline up to and including termination. At a minimum, the employee shall be removed from and cannot return to work until all the following are met:

- The employee undergoes evaluation by a substance abuse professional and rehabilitation.
- The substance abuse professional determines that the employee has successfully complied with

any required rehabilitation.

- The employee undergoes a return-to-duty test with no positive alcohol or illegal drug test results.

### **Employee Disclosure**

**Mandatory Referral:** If an employee discloses a substance or alcohol abuse problem to management, prior to discovery of a policy violation, then management will make a referral to a substance abuse recovery program.

**Return to Duty:** At Peczuh Printing management's discretion, employees who disclose a current illegal drug or alcohol abuse problem may be subject to suspension and return-to-duty testing and subject to follow-up testing.

**Follow-up Testing:** Employees who have violated this policy or who have disclosed a current illegal drug or alcohol abuse problem, but have been allowed to continue to work for Peczuh Printing may be subject to follow-up drug and alcohol testing for a period of not less than 12 months, but not to exceed 60 months.

Employees subject to follow-up testing will be tested a minimum of six times in the first 12 months following their return to duty.

Follow-up testing beyond one year shall be based on a needs assessment provided by a substance abuse professional designated by Peczuh Printing management.

### **Duty to Cooperate**

An employee who fails to cooperate in the administration of Peczuh Printing's drug and alcohol policy in any way will be subject to discipline up to and including termination of employment. Failure to cooperate includes, but is not limited to, the following:

- Refusing to consent to testing, to submit a sample, or to sign required test forms;
- Any lack of cooperation (for example, refusing to courteously and candidly cooperate in any interview or investigation, including any form of misrepresentation or misleading statements or omissions); or
- Any form of dishonesty in the investigation or testing process.

### **Miscellaneous**

Peczuh Printing maintains the right to conduct announced inspections of Peczuh Printing property

and premises. Individual employees should expect no privacy with respect to the use of Peczuh Printing property and premises.

Peczuh Printing maintains the right to utilize detection methods necessary for the enforcement of this policy, including the use of blood, urine, or other tests, electronic detection equipment, and trained animals. Failure to cooperate with these detection methods or inspections is grounds for disciplinary action up to and including termination of employment.

Employees may direct any questions regarding this policy or the effects of alcohol and controlled substances to Peczuh Printing's Human Resources Manager.

General information on the effects of alcohol misuse and controlled substances use on an individual's health, work, and personal life and signs and symptoms of an alcohol problem is also available from the National Institute on Drug Abuse (available at [www.drugabuse.gov](http://www.drugabuse.gov)).

### **8.3 Nonsmoking and Nonvaping Policy**

To protect the health, welfare, and safety of the visitors, employees, and/or volunteers, Peczuh Printing knows that:

- Smoking is unhealthy and detrimental to the health of others.
- Cigarettes once consumed in public spaces are often discarded on the ground, thus causing a litter problem.
- As members of the Community we are thought of as role models, and smoking has a negative effect on individuals' lifestyle choices.
- Vaping can be a nuisance to other employees.
- Vaping can also result in the presence of chemicals into the air.

Therefore, Peczuh Printing supports a prohibition of smoking and vaping in Company vehicles and within 25 feet of entrances for any Company offices or buildings. Smoking and vaping is approved in designated areas only; cigarette/cigar butts must be disposed of in ashtray receptacles and not thrown on the ground.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe.

"Vaping" means inhaling, exhaling or actively using an electronic cigarette or distribution device.

“Tobacco Products” means all forms of tobacco, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes, and smokeless tobacco products.

#### **8.4 Policy Against Violence**

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

#### **Zero Tolerance Policy**

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

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

#### **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

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

#### **Reporting Incidents of Violence**

Report to [your manager, supervisor, or Human Resources], in accordance with this policy, any behavior that compromises the Company’s ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation

of workplace violence.

#### **Violations**

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

#### **Retaliation**

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

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

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

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## **9.0 Trade Secrets and Inventions**

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### **9.1 Employee Inventions**

Any employee invention created, in whole or in part, during an employee’s work hours, or from the use of the Company’s equipment or facilities, is a “work for hire” and the property of the Company.

Any employee who intends to develop and maintain property rights in any invention, which relates in any way to the Company’s products or services, is required to obtain a written waiver of this policy, signed by both the employee and CEO/President.

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

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

supervisor. Any employee who has information that leads them to suspect that an employee or competitor is obtaining such information is required to inform their supervisor or Human Resources.

Violation of this policy may result in the discipline or termination of any employee, as well as subject the employee to civil liability.

### ***9.3 Federal Defend Trade Secrets Act***

All employees of Peczuh Printing that are subject to any agreement with the Company relating to the use of trade secrets and/or confidential information should take NOTICE that the Federal Defend Trade Secrets Act of 2016 provides immunity to whistleblowers who disclose trade secrets in confidence to law enforcement officials to report suspected violations of law.

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## **10.0 Customer Relations**

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### ***10.1 Products and Services Knowledge***

As an employee of Peczuh Printing Company, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our employees to be the best reflection of our business brand and company success.

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

We strive to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, please notify your supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, please inform your supervisor or a member of management. Lastly, please make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

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## **11.0 Closing Statement**

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### ***11.1 Closing Statement***

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

If you have any questions regarding the policies in this handbook, please ask your supervisor or Human Resource Manager.

FRANK PECZUH JR, President/CEO  
Peczuh Printing Company

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## 12.0 Acknowledgment of Receipt and Review

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### ***12.1 Acknowledgment of Receipt and Review***

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

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended

in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed “at-will” (to the extent permitted by law) and this handbook does not modify my “at-will” employment status.

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

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Peczuh Printing Company.

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

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

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**12.2 Acknowledgment of Drug and Alcohol Testing**

I, \_\_\_\_\_, acknowledge receiving and reading a copy of Peczuh Printing's Drug and Alcohol Policy. I voluntarily agree to submit to Company drug and alcohol testing, and to submit to any related physical or other examination when I have been requested to do so.

I authorize the release of the test results (and any other relevant medical information) to Peczuh Printing for its use in evaluating suitability for continued employment. I also release Peczuh Printing from any and all liability arising out of or connected with the testing.

I understand that if I refuse to submit to the testing, to give a requested sample(s), to authorize release of the results to Peczuh Printing, and/or if the test results indicate that I do not meet Peczuh Printing's standards, I may be terminated.

I understand that any attempt to switch, adulterate, or in any way tamper with the requested sample(s) or to otherwise manipulate the testing process may result in termination of employment.

I have read the entire Peczuh Printing Drug and Alcohol Policy in the Handbook and each of the above statements.

**Yes**     **No**

**Print Name** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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