## REVISIONS

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<tr>
<td>1.0</td>
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<td>Release of updated Employee Handbook</td>
<td>5/2014</td>
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<tr>
<td>2.0</td>
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<td>Re-release of updated Employee Handbook</td>
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<td>Revised Sexual Harassment Policy to comply with NY updates</td>
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PCF Employee Handbook 2018
ACKNOWLEDGMENT AND RECEIPT OF THIS HANDBOOK

THE CONTENTS OF THIS HANDBOOK ARE GUIDELINES ONLY AND SUPERSEDE ANY PRIOR HANDBOOK. NEITHER THIS HANDBOOK NOR ANY OTHER COMMUNICATION, GUIDELINES, POLICIES OR PRACTICES, EITHER WRITTEN OR ORAL, MADE AT THE TIME OF HIRE OR SUBSEQUENTLY, IS INTENDED TO, IN ANY WAY, CREATE AN EMPLOYMENT CONTRACT. PCF HAS THE RIGHT, WITH OR WITHOUT NOTICE, IN AN INDIVIDUAL CASE OR GENERALLY, TO CHANGE ANY OF ITS GUIDELINES, POLICIES, PRACTICES, WORKING CONDITIONS OR BENEFITS AT ANY TIME.

THE INFORMATION CONTAINED IN THE EMPLOYEE HANDBOOK CONSTITUTES MANAGEMENT GUIDELINES ONLY, WHICH MAY CHANGE FROM TIME TO TIME, EXCEPT AS REQUIRED BY LAW AND EXCEPT FOR THE RIGHTS OF THE PARTIES TO TERMINATE EMPLOYMENT AT WILL.

NO ONE IS AUTHORIZED TO PROVIDE ANY EMPLOYEE WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR ARRANGEMENT IS IN WRITING AND SIGNED BY THE EXECUTIVE DIRECTOR OF HUMAN RESOURCES. EMPLOYMENT WITH PCF IS AT-WILL AND AS SUCH, EMPLOYMENT WITH PCF IS NOT FOR A FIXED OR DEFINITE PERIOD. EMPLOYMENT MAY BE TERMINATED AT ANY TIME WITH OR WITHOUT CAUSE OR NOTICE BY THE EMPLOYEE OR PCF.

NOTHING CONTAINED IN THE HANDBOOK MAY BE CONSTRUED AS CREATING A PROMISE OF FUTURE BENEFITS OR A BINDING CONTRACT WITH PCF FOR BENEFITS OR FOR AN OTHER PURPOSE.

IT IS THE EMPLOYEE’S RESPONSIBILITY TO READ THIS HANDBOOK AND POLICY ADDENDUMS AND ACCEPT FULL RESPONSIBILITY FOR BECOMING FAMILIAR WITH ITS CONTENTS.

THE HANDBOOK AND POLICY ADDENDUMS ARE AVAILABLE AND CAN BE ACCESSED IN ELECTRONIC FORM AT ANY TIME ON THE PCF INTRANET.

THIS NOTICE APPLIES TO ALL EMPLOYEES REGARDLESS OF DATE OF HIRE.
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GETTING TO KNOW PCF

WELCOME TO PUBLISHERS CIRCULATION FULFILLMENT!
Publishers Circulation Fulfillment, Inc. provides a variety of distribution services and solutions to the print media industry, and has done so for over 35 years. We are one of the largest independent providers of newspaper and magazine home and office delivery services in the nation, we offer Dart, our proprietary delivery software platform to distributors in the United States and Canada and we maintain a Sales Operational Support group dedicated to The New York Times sales efforts.

At PCF, you are part of a service-driven team that ensures the highest quality service and customer experience possible.

At PCF, we're proud of our past successes and equally excited about our future opportunities.

About this Handbook
Regardless if you are new to PCF or a long service employee, this handbook, along with its Policy and Reference section, provides information and guidelines to some of our key employment policies. It is not intended to be comprehensive or to address all possible applications or exceptions. Please review this content carefully and reference it often as questions or situations come up.

From time to time, improvements, additions, deletions, and modifications will be made to policies and procedures to reflect changing business conditions and the needs of our employees. The company also reserves the right to vary from its policies and procedures when it deems it necessary to do so.

Human Resources will work to keep you informed of changes as they occur. If you have any questions concerning a policy or practice, please contact your supervisor or Human Resources.

Employee Self Service Site
Employee Self Service (ESS) via Paycom is the single online application you will use to view and manage most things to do with your employment at PCF, including:
- Timekeeping,
- Pay and taxes,
- Benefits,
- Personal information and much more.
**Employee Self Service offers:**
- The convenience of accessing your information 24/7 from any internet connection with easy to use, point and click navigation.
- The control of maintaining, viewing and updating your personal information, in one organized and protected site.
- The flexibility to access and print pay statements and benefit information whenever you want.

The Employee Self Service site is referenced throughout this handbook as a resource for additional information and details on a variety of topics. Once enrolled, you may access the site at any time from any internet connection.

If you need assistance with enrollment or locating forms or policies, contact the ESS Team at ESShelp@pcfcorp.com.

**PCF’s Intranet**
Our easy to use intranet is another key resource for up-to-date information. There you will find the latest corporate news, useful links, a library of policies and procedures and more. In this handbook, you may be referred to the intranet for more specific information or details about specific topics or policies.

PCF’s intranet is available through our secure network and can be found at: [https://my.pcfcorp.net](https://my.pcfcorp.net)

**GETTING TO KNOW PCF**

*Our History*
Beginning in the early 1970’s, Jesse J. Giordana, a Baltimore businessman, began laying the groundwork to create what is today’s PCF. Mr. Giordana’s telemarketing company focused on selling newspaper subscriptions and developed a high quality, results-driven reputation throughout the mid-Atlantic region. As a result, he attracted the venerable *New York Times* as a client. By 1981, this relationship expanded to create *The New York Times’* first-ever outsourced customer service operation.

The company soon added home delivery to its list of services and in 1984, Jesse formally established Publishers Circulation Fulfillment, Inc., creating a national distribution and contact center platform to support *The New York Times’* circulation efforts across the country.

In 1997, Jerry Giordana became the company’s President, and continued to build on PCF’s success in distribution and contact center services. By 2001, Jerry became PCF’s President and Chief Executive Officer.

At the same time, PCF formed a strategic alliance with *The Boston Globe* and, in 2002, purchased Community Newsdealers Inc., absorbing *The Boston Globe’s* entire distribution services and contact center operations.

Over the last 20 years, the growth of the Internet, digital and mobile devices, have increasingly challenged the newspaper industry in a variety of ways. Throughout, PCF has kept pace with investments in technology and process improvements to meet the industry’s evolving needs with speed and flexibility.
In 2009, PCF added a new and specialized line of business to its portfolio, with the start of the Circulation Sales group, exclusively dedicated to the promotion and sale of *The New York Times*.

In recent years, we transitioned out of all contact center operations and for a short period, ran Parcel Delivery Service as a new line of business, ultimately deciding it was not a good fit for our core business.

Today, PCF serves about 60 publishing clients, offering distribution services in over 10 states mostly through an independent distributor model, though we still maintain a handful of employee based operations. Clients include national, regional, suburban, foreign language and specialty publications, including some of the best-known brands in the country, such as *The New York Times*, *The Boston Globe*, *The Wall Street Journal*, *The New York Post*, *The Daily News*, and *Financial Times*, to name a few.

In 2017 we introduced Dart, our innovative, cloud-based software as a service platform that offers publishers and distributors intuitive, flexible tools and accessible support to get their work done today, while enabling them to stay informed and streamline operations into the future. With clients in Canada and the United States, we believe developing the Dart line of business is a big part of PCF’s future.

**How We Are Organized**

Like many companies, PCF is made up of several different divisions. And, though these may appear to operate independently, they’re actually connected and depend on each other to keep the operation running smoothly.

**Distribution Services**

Our Distribution Services leadership team and customer advocates, along with some strategic employee run operations and a large network of independently contracted distributors ensure the reliable delivery of our clients’ products to their subscribers seven days a week, 52 weeks a year. Everyone supporting Distribution Services, including our Regional Print Site employees, takes pride in ensuring that when our clients’ subscribers wake up, a newspaper is waiting at their doorsteps.

**Customer Experience**

This group is focused on ensuring clients of Distribution and Dart services receive the attention and care that will build and strengthen engagement with PCF and significantly differentiate us from competitors. The group specifically concentrates on training, account management, and customer support functions, while staying close and coordinating with the operations and applications development teams to ensure consistency.

**Sales Operations Support**

This group is dedicated to The New York Times and provides a variety of back office services in support of single copy sales of the paper at retail outlets, through corporate account programs and with national wholesalers.

**Information Technology**

Our Information Technology group assists all departments across PCF pursue their primary business goals by developing and supporting systems that enable growth, enhance productivity and quality, and result in increased profits. Networking and infrastructure security are the traditional teams within
Information Services, and the Operations Support, Distribution Data Management and Client Services groups are also part of this team. With the advent of Dart and its growth, the Applications Development team stands out within IT, especially as we gain our footing as a software/technology provider.

**Finance**
Our Finance group is located in our Towson, MD facility and consists of cross-functional teams who handle the financial needs of the Company and provide essential support and customer service to employees, Distributors and Delivery Service Providers (DSP). Functions include all aspects of accounting and reporting, including accounts payable and receivable, treasury, procurement, and financial reporting, as well as legal, benefits and insurance administration, risk management, employee payroll and data management, and DSP compensation. In collaboration with all affiliates of PCF, the Finance team is driven to identifying and implementing efficiencies to ensure a solid and successful future.

**Human Resources**
Our Human Resources group partners with each business unit and helps them achieve their goals by recruiting and working to develop and retain the most talented employees possible. Our Human Resources team works to provide quality service and support to the organization as a whole, ensuring that PCF is in compliance with all labor laws and that our workplace is a fair and productive one.

**OUR PHILOSOPHY**
Success in our business is dependent on people. At PCF, our goal is to create a fair, firm, and friendly environment that promotes employee satisfaction and productivity. To achieve this, we believe that every employee has the right to be treated with dignity and respect. We strive to provide effective leadership, to apply our policies fairly and consistently, and to offer competitive wages and benefits.

We encourage you to speak openly with your supervisor or any member of the management team and to share whatever questions may be on your mind. This kind of openness establishes a healthy climate, one that enables all of us to develop professionally, work together, and achieve our goals.
Equal Employment Opportunity
At Publishers Circulation Fulfillment, we are committed to providing equal opportunity for all applicants and employees with respect to employment, or any terms and conditions of employment, regardless of gender, race, color, religion, age, national origin, sexual orientation, gender identity, pregnancy, childbirth or related medical condition, marital status, citizenship status, veteran status, disability, ancestry, familial status, genetic information or atypical hereditary cellular or blood trait, or any other status protected by applicable federal, state, or local law.

Accommodations
PCF complies with all federal and state disability laws and will make a reasonable accommodation to known physical or mental limitations of a qualified applicant or employee with a disability, unless the accommodation would impose an undue hardship on its operation.

In addition, PCF will also make a reasonable accommodation based on religious beliefs, as required by state law, unless the accommodation would impose an undue hardship on its operation.

Any employee who believes they may require such accommodation should contact a member of Human Resources.

Non-Discrimination
PCF complies with federal, state and local equal employment opportunity laws and strives to keep the workplace free from all forms of discrimination.

If you feel that you have experienced discrimination on the job, you should immediately report the incident to your supervisor or a member of Human Resources. Complaints will be investigated immediately and handled as confidentially as possible. PCF will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigation of such reports.

PCF takes any reported violations of the equal employment opportunity law very seriously. Any employee found to have engaged in discriminatory conduct, harassment and/or retaliation will be subject to immediate disciplinary action, including termination of employment.

Harassment and Sexual Harassment Prevention
PCF insists that employees experience a work environment free from all forms of discrimination and harassment, including sexual harassment. We recognize the rights of all people to seek, obtain, and hold employment without being subject to harassment of any kind in the workplace. Harassment, sexual or not, undermines our deep commitment to the dignity of the individual employee.
We prohibit all forms of harassment, including, but not limited to, harassment on the basis of gender, race, color, religion, age, national origin, sexual orientation, gender identity, pregnancy, childbirth or related medical conditions, marital status, citizenship status, veteran status, disability, ancestry, familial status, genetic information or atypical hereditary cellular or blood trait, or any other status protected by applicable federal, state, or local law.

Harassment refers to behavior that:
- Is offensive to a person who is reasonably sensitive and sensible;
- Is severe or pervasive in nature;
- Is unwelcomed;
- Unreasonably interferes with an employee's performance and effectiveness;
- Creates an intimidating, hostile, or offensive work environment.

Harassing conduct includes, but is not limited to:
- Epithets, slurs or negative stereotyping;
- Threatening, intimidating or hostile acts;
- Denigrating jokes and/or display or circulation in the workplace of written or graphic material (including email, text, social media or other electronic communications) that denigrates or shows hostility or aversion toward an individual or group.

It makes no difference if the harassing conduct is thought to be “just joking” or “playful” - it will not be tolerated at PCF.

**Sexual Harassment Defined**
Sexual harassment is conduct of a sexual nature, by the same or opposite sex, which is unwelcome and persistent or offensive in nature. Sexual harassment includes a range of subtle and not so subtle sexually oriented behavior that is sufficiently pervasive or severe to unreasonably interfere with an employee's job performance or create an intimidating, hostile or offensive working environment.

PCF will take all steps necessary to prevent the occurrence of sexual harassment or other types of harassment in the workplace, including providing training where required by state law.

Retaliation against any employee who has filed a discrimination or sexual harassment complaint, or is cooperating in an investigation of a complaint, is prohibited and will result in disciplinary action, up to and including termination of employment.

Familiarize yourself with the complete Sexual Harassment Prevention Policy in the Policy and Reference section of this handbook.

All PCF employees must be aware that the prohibition against harassment applies evenly to the treatment of fellow employees, applicants, contractors, Delivery Service Providers, subcontractors, vendors, consultants, other persons providing services pursuant to a contract, customers, clients and all individuals doing business with PCF.

If you have any question or suspicion as to whether a physical act, statement, comment or joke may cause discomfort to a colleague, whether he or she is the person you are engaging with or who may overhear or be in the immediate area, exercise restraint and do not proceed with the act, statement, comment or joke.
Employment Classifications and Categories

For the purposes of salary administration, employee benefits, and eligibility for overtime pay, PCF has established the employee classifications and categories described below. Eligibility for employee benefits, however, is determined based on the eligibility requirements for the applicable benefit and the terms of the employee benefit plan documents.

Classifications

- **FULL-TIME EMPLOYEE** is someone regularly scheduled to work a minimum of 40 hours per work week, exclusive of mealtime. Full-time employees are generally eligible for all Company benefits, subject to the eligibility requirements of each particular plan.

- **PART-TIME EMPLOYEE** is someone regularly scheduled to work less than 40 hours per work week, exclusive of mealtime. Part-time employees are eligible for some, but not all Company benefits, subject to the eligibility requirements of each particular plan.

- **TEMPORARY EMPLOYEE** is someone who is employed by the Company, either full or part-time, to complete specific assignments or to fulfill a special need. These employees are not eligible for benefits provided by the Company, unless otherwise required by applicable law, or as permitted under the terms of the applicable employee benefit plan documents.

- **PER DIEM EMPLOYEE** is someone who is employed by the Company as needed and as available. These employees are not eligible for benefits provided by the Company, unless otherwise required by applicable law, or as permitted under the terms of the applicable employee benefit plan documents.

Categories

To comply with the Fair Labor Standards Act and applicable state wage and hour laws that set forth certain rules for minimum wage and overtime pay, the Company will determine a position’s exempt/non-exempt status in accordance with applicable federal and state laws.

- **NON-EXEMPT** employees are covered under the provisions of applicable state and federal wage and hour laws. Employees in this category are paid overtime in accordance with state and federal law.

- **EXEMPT** employees are those who are exempt from the provisions of state and federal wage and hour laws, which establish rules for overtime pay. PCF is not required by law to pay exempt employees for overtime. Executives, supervisors and professional employees are examples of employees who are typically exempt.
Your Human Resource Records and Employee Self Service
PCF maintains records concerning your employment and, through the Employee Self Service site, you have secure, 24/7 access to view and manage much of your personal information from any web browser.

Updating Your Records
Using the Employee Self Service site, you will maintain and update your personal information, such as addresses, telephone numbers, emergency contact information, dependent information, and some tax withholding changes. For other changes, such as your name, marital status, citizenship, etc., please notify Human Resources to assist in maintaining the most correct and current information.

Release of Information and References
The privacy of your employment and personnel information, including medical information, is very important to us and we work to maintain its confidentiality.

Unless authorized by you or the law, PCF generally does not release any information about you to external sources. If authorized, our policy is only to confirm factual information, such as dates of employment, job title, and annual salary. If you wish PCF to provide information to any particular individual or company, please make your request in writing to Human Resources.

Only authorized members of the Human Resources or Finance teams are authorized to release personnel information under appropriate circumstances. If you receive a request to provide personnel information about a current or former employee, you should direct the inquiry to Human Resources.

Furthermore, in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, we have enhanced our practice of maintaining the privacy of your personal health information by making changes to our business practices that restrict access to and limit the disclosure of your identity and personal information.

For more information, refer to the Notice of Privacy Practices in the Policies and Reference section of this handbook.

To See Your Employee Record
If at any time you would like to see your employee record, please make the request to your Human Resources representative.

Family & Personal Relationships at Work
All applicants, including family members of current employees, are evaluated only on the basis of their ability to perform the job they seek. It is always our goal to match individual skills with job requirements.

Unless otherwise specified by state law, PCF extends the definition of family members and personal relationships, in this case to include, but not limited to:

- **Family Relationships** - spouse, domestic partner, partners in a civil union, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, in-laws, step-relationships

- **Personal Relationships** - cohabitation, involvement while employed or contracted

To avoid possible conflicts of interest, PCF will not place an employee under the supervision of another
with whom they have a relationship as defined above. This also extends to employees whose work has
direct influence or effect on Delivery Service Providers.

The ability for an employee to work in the same department as a family member or someone with whom
they have a personal relationship will be evaluated on a case-by-case basis for factors such as direct or
indirect reporting relationship, work location, departmental/business needs, etc. This includes, but is
not limited to examples such as an Assistant Distribution Manager working in the same plant as a
Distribution Service Provider who is a family member or with whom they have a personal relationship.

In addition, we will make every effort to work with those employees who develop a family or personal
relationship while employed at PCF. Both employees will be able to keep their jobs, provided:

- They do not work in the same department or they do and there is determined to be no conflict;
- One does not supervise the other or is in a position to influence the work of the other;
- One is not the supervisor of the other’s supervisor.

Employees should advise management or Human Resources if a family member or anyone with whom
they have a personal relationship, as defined above, works at the same location or department, regard-
less if it is an employee or Delivery Service Provider. Similarly, employees should advise management
or Human Resources should a family or personal relationship develop, regardless if it is an employee or
Delivery Service Provider.

If a conflict arises, we may attempt to transfer one of the parties within existing business needs. PCF
has absolute discretion in the placement of family members and Delivery Service Providers as defined
above.

Similarly, it is considered a conflict of interest to contract individuals in a distribution center in which
a family member has supervisory responsibilities within the center and/or influence over the Deliver
Service Provider relationship.
We make every effort to ensure you are paid correctly based on your timekeeping entries.

**Recording Your Time**
It is each employee’s responsibility to accurately input and approve their hours worked in the Time and Attendance system. For non-exempt employees this includes punching in at the beginning of each work shift, punching out at the end of each work shift, and punching out/in for lunches and any other non-compensable time away from work. Any benefit time used must also be recorded in the system. Employees and managers are responsible to ensure hours are reflected accurately and approvals are completed in the system.

**Pay Schedule**
PCF operates on a bi-weekly pay schedule, unless otherwise required by applicable state law. Paychecks cover your previous two weeks of work. The pay week runs from 12 am on Monday through 11:59 p.m. on Sunday.

**Pay Statements**
Your pay statements are available online through the Employee Self Service site. You may view and/or print your current or past pay statement detail at any time.

Please review your pay statement detail when it becomes available to make sure it is correct. This includes checking your hours and all deductions. If you believe a mistake has occurred or if you have any questions, please contact the Payroll team.

**Pay Changes**
Based on PCF’s discretion and overall financial performance, PCF generally grants wage increases annually or at the time an employee is promoted.

Your date of hire or promotion may impact the date you are eligible for a wage increase. For more details, speak with your supervisor or Human Resources.

**Direct Deposit**
PCF encourages all employees to take advantage of the convenience and security of direct deposit. Once set up, your pay is automatically deposited into your account(s) and immediately available, often on the morning of payday.
Employees on Direct Deposit are paperless and enjoy the most efficient, reliable, and “green” method of receiving their pay. To find out more and to enroll in direct deposit, visit the Employee Self Service site or contact someone from the Payroll team.

*Note: As permitted by state law, PCF employees residing in Massachusetts are required to enroll in Direct Deposit.*

**Paychecks**
If you are not enrolled in direct deposit, your paycheck is placed in the mail every other Wednesday to your home address on file, unless there is an unusual event or holiday. Paychecks are delivered by the United States Postal Service. PCF is not responsible for any postal delays in the delivery of a paycheck. Be sure to update and maintain your mailing address using the Employee Self Service site.

**Deductions and Withholdings**
Your bi-weekly pay statement itemizes deductions made from your gross earnings.

Those deductions we are required to make:
- Federal, state and local taxes, garnishments, and levies which are automatically withheld from your paycheck where applicable, and

Those deductions you authorize:
- The 401(k) Savings Plan, or a flexible spending account.
- Premiums for insurance coverages.

On a bi-weekly basis, PCF will deduct the premiums you authorized for insurance coverages. If for any reason you are unable to make the full payment through payroll deductions, it is your responsibility to submit payment for the balance via a check or money order within ten (days) of notice by PCF that payment is due or benefits will be cancelled.

If your employment with PCF terminates for any reason, you are still responsible for full payment of all elected insurance benefits and associated premiums through the last day of the month in which you were employed.

There are some circumstances, such as an unpaid FMLA/LOA in which you may also owe back premiums. Any past-due premiums will be deducted from your final paycheck which may include the disbursement of accrued but unused vacation time, vehicle reimbursement and/or cellphone stipend, as allowable by Federal and/or State Law.

Any questions with regard to the amounts shown on your paychecks or the various withholdings should be referred to the Payroll team. PCF’s complete *Pay Deduction Policy* can be found in the *Policy and Reference* section of this handbook.

**Overtime**
As is true with most companies, when we go through periods of high activity, additional work, including overtime, may be requested or required from all of us. Your supervisor/manager will notify you whenever overtime is necessary and every effort will be made to provide you with adequate notice.
All non-exempt employees will receive time and one-half their regular rate of pay for all hours worked over 40 hours in a work week, unless state law requires otherwise. Please note that any unpaid leave or paid benefit time (vacation, holiday, personal or sick time) is not considered hours worked for overtime calculation purposes.

The department supervisor/manager must approve all overtime work in advance. Employees with overtime entries that do not have prior approval from their supervisor will be subject to review and possible disciplinary action, up to and including termination.

**Garnishments/Levies/Child Support**

If PCF receives a court order to garnish your wages, we will respond to the order in a confidential and prompt manner.

You may not request PCF to delay or refrain from processing a court-ordered garnishment. Likewise, we must receive legal notification to stop a garnishment of your wages.

If you have questions about a garnishment, please contact someone from the Payroll team.
Health Benefits
PCF proudly offers a variety of benefits to its eligible employees. Employees share the cost of some of these benefits with PCF, while PCF pays the full cost of others.

Health Benefits
For eligible employees, PCF has structured its health benefit program to include choices. It is important to us that employees have varied options of coverage and cost so they can build and manage their benefits in a way that most comfortably balances their coverage needs with the costs of participating.

The PCF health benefit plans offer eligible employees medical, prescription, vision and dental coverage. For more information about eligibility and plan details, contact the Benefits team. Eligibility requirements are set forth in the plan documents and in accordance with applicable federal and state laws.

Eligible Dependents
Employees eligible for benefits may also qualify to enroll eligible dependents. For more information on dependents eligible for coverage, contact the Benefits team.
Accidental Illness Insurance
Provides all medical eligible employees with flexible and broad coverage options to create an affordable, voluntary solution with no medical questions or pre-existing condition limitations. A cash payment is made to the covered person and can be used as the individual sees fit. There are no copays, deductible coinsurance, restrictions or network requirements to satisfy. Coverage continues after the first accident to provide protection for future expenditures. There are several plan options to choose from. See the schedule of benefits for issue age, benefit amount and a full list of injuries and benefits.

Critical Illness Insurance
Provides cash directly to the covered person for the diagnosis of an eligible condition. This benefit, which is offered to all medical eligible employees, can be used as the individual sees fit. There are no copays, deductibles, coinsurance restrictions or network requirements. Coverage can also provide additional protection for a diagnosis of a different eligible condition or when a previously paid condition is diagnosed. There are several plan options to choose from. See your schedule of benefits for issue ages, benefit amounts and a full list of covered injuries and benefits.

Changes to Your Benefits
The benefit choices you make as a new hire or upon initial enrollment will remain in place until the next annual benefit renewal, which generally is in the fall, or you experience a change in family status, also known as a “qualifying event.”

Qualifying events include changes in:
- Marital status, including marriage, death of a spouse, divorce, and annulment
- Covered dependents due to birth, death, adoption, placement for adoption, granting of legal custodianship, reaching maximum age for coverage
- Employment for you, your spouse/dependent, including commencement of or return from leave of absence, or change in employment status
- Eligibility for other coverage, or loss thereof, due to spousal open enrollment periods, loss or gain of benefit eligibility

Should one of these events apply to you, it is your responsibility to update your information at www.cgsmarketplace.com within 30 days of the life event and provide the Benefits team with the appropriate documentation.

Cost of Coverage; Payroll Deductions
PCF pays a portion of your health benefit plan premiums. You share in the cost by contributing pre-tax dollars, which are deducted from your paycheck each pay period. A payroll deduction for benefits will begin on the first pay date of the month coverage is effective. Contact the Benefits team for details.

Additional Benefits for Full-time Employees
Full-time employees are eligible to participate in the following benefits beginning the 1st of the month following (or coinciding with) 30 days of service. More detailed information is available from the Benefits team.
Life Insurance
PCF provides a benefit to full-time employees of one-times your base annual earnings, exclusive of any bonus or differentials and subject to the current cap, in the event of your death from most causes. There is no cost to you for this benefit.

Voluntary Life Insurance
As a full-time employee you may purchase additional life insurance equivalent to one or up to four times your base annual earnings, exclusive of any bonus or differentials and subject to the current cap. If you purchase additional life insurance for yourself, then you are eligible to purchase life insurance for your eligible dependents as defined by state law.

Accidental Death and Dismemberment Insurance (AD&D)
In addition to company provided life insurance, PCF provides all full-time employees a benefit of one times your base annual earnings, exclusive of any bonus or differentials and subject to the current cap, in the event your death comes as a result of an accident, or within 90 days of that accident. This plan also provides coverage for the loss of limbs, sight or paralysis due to accidental injury. There is no cost to you for this benefit.

Voluntary Accidental Death and Dismemberment Insurance (AD&D)
As a full-time employee you may purchase additional accidental death and dismemberment insurance equivalent to one or up to four times your base annual earnings, exclusive of any bonus or differentials and subject to the current cap.

Health Savings Account (HSA)
Available to full-time employees who enroll in the CIGNA BRONZE Open Enrollment HSA Qualified Medical Plan. The HSA offered through Optimum Bank can help you save money by allowing you to pay for health care expenses with tax-free dollars. You can use the funds to pay for qualified healthcare expenses, such as medical and prescription drug expenses until you meet your deductible, coinsurance, copays and other out of pocket expenses including dental and vision for you and your dependents.

To fund your HSA you can make deposits using one of the following:
1. Pre-tax payroll deductions from your paycheck
2. Roll over funds from another HSA
3. Year end tax deductible contributions
4. One-time trustee to trustee transfer from your IRA.

Upon termination of employment, the employee will retain access to the funds and be responsible for monthly administrative fees, if applicable.

Short-term Disability Insurance
PCF provides short-term disability insurance to help protect full-time employees from the temporary financial consequences of a non-work related accident or illness. There is no cost to you for this benefit. Eligible employees can raise the level of this protection by purchasing additional coverage, subject to the current cap.

Long-term Disability Insurance
PCF provides long-term disability insurance to help protect full-time employees who are unable to work due to a non-work related accident or illness. There is no cost to you for this benefit. Eligible employees can raise the level of this protection by purchasing additional coverage, subject to the current cap.
Flexible Spending Accounts

A Flexible Spending Account allows full-time employees to pay for eligible dependent care and/or eligible health care expenses not covered by insurance with untaxed salary.

Establishing contributions to these elective accounts takes place during initial enrollment and during the annual benefits renewal period. Contributions are pre-tax, deducted evenly from each paycheck, and credited to your account(s) for use over the course of each year. The pre-tax advantage of these accounts comes with specific guidelines and provisions which require thoughtful planning.
Benefits for Full and Part-Time Employees

401(k) Savings Plan with Company Match
PCF encourages all employees to plan for retirement, no matter how far off that might seem. To help you, PCF offers a 401(k) Savings Plan with a company match. This plan enables you to save for retirement through pre-tax payroll deductions, which means you save additional money by reducing your tax obligation in your pre-retirement years.

You manage the money in your 401(k) account by selecting investment options at enrollment and making desired investment changes over time.

If you work a minimum of 20 hours per week and have completed 90 days of employment or have worked 1,000 hours, you are eligible to enroll or make changes at the beginning of any pay period.

Your contributions to the plan are always 100% vested.

In addition to your contributions, PCF matches 50% of your 401(k) contributions up to a maximum of 6% of your compensation to help your savings grow that much faster.

The Company contributions to your account are vested in conjunction with your years of service. For every year you work at least 1,000 hours, you are credited with a “year of service.”

The vesting schedule is as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested Percentage</th>
</tr>
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<tbody>
<tr>
<td>1 year</td>
<td>0%</td>
</tr>
<tr>
<td>2 years</td>
<td>25%</td>
</tr>
<tr>
<td>3 years</td>
<td>50%</td>
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<tr>
<td>4 years</td>
<td>75%</td>
</tr>
<tr>
<td>5 years</td>
<td>100%</td>
</tr>
</tbody>
</table>

Employees are permitted to carry one active loan against their 401(k) retirement account at any given-time.

For complete information about the plan, enrollment, contribution limits, vesting, loans, statements, and general account management, contact a member of the Benefits Team.

Life Assistance Program
PCF is committed to helping its employees and their families maintain an optimum quality of life. To that end, the Company provides both full-time and part-time employees with access to a Life Assistance Program (LAP). The LAP is a confidential resource that helps you find answers to a variety of personal concerns, offers consultation, support, information and planning, as well as referrals to professional resources in your community. There is no cost to you for these services and it is completely confidential. The Life Assistance Program is available 24 hours a day at 1-800-538-3543.

New York City Commuter Benefits
In accordance with New York City Law, PCF offers commuter benefits to its full and part-time employees in any one of our New York City facilities. Under this law, employees may use pre-tax income to pay for transit passes to commute to and from work. For more information, see the New York City Commuter Benefits Law, which can be found in the Policy and Reference section of this handbook.
**Employee Discounts**
PCF offers its employees discounts up to 50% on *The New York Times* and *Boston Globe* home delivery newspaper subscriptions. For details, visit Employee Discounts under the Quick Links section of the PCF intranet.

**Workers’ Compensation**
PCF has a long standing security and safety focus, with programs in place to make sure each of our sites is a safe place to work. From time to time, accidents do happen. If you suffer a work-related injury or illness, immediately notify your supervisor to get the help you need. You may be eligible for additional benefits and your supervisor will submit a “First Report of Injury” form as the initial step. Failure to report an accident may result in a delay or a rejection of workers’ compensation benefits.

Workers’ compensation benefits claims are administered by the PCF Benefits team and maintaining an updated status during an active claim is a shared responsibility between the employee and PCF. More information on workers’ compensation benefits, including the “First Report of Injury” e-form, is available in the Safety section of the PCF Intranet or by contacting the Benefits team.

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**EXCELLENCE IN PERFORMANCE**

PCF is focused on profitability and sustainability over the long-term and our efforts are often directed toward being as productive, efficient and flexible an organization as possible. Our product is service provided by people and as such, we have developed a culture of flexibility, collaboration and teamwork that are at the very core of our ongoing success.

**Professional Skills**
PCF employees are encouraged to grow professionally throughout their career and especially in the following key areas:

- **Leading Operational Success**
  Every employee contributes to PCF’s operational success by:
  - Demonstrating ownership and accountability,
  - Making quality, result-focused decisions, and
  - Planning strategically.

- **Improving Efficiency and Processes**
  PCF employees consistently seek efficiency and improved processes in their work, and as a result, our overall productivity increases.

- **Managing and Developing Talent**
  PCF employees constantly strive to learn, develop and improve their skills. In doing so, their support for the business increases as they advance their careers. Managers also strive for excellence in coaching and developing employees to build great teams.

- **Building Relationships and Cultivating Trust**
  Strong business relationships are built on the foundation of trust. PCF employees demonstrate a high degree of integrity, which is essential for collaboration and the cross-functional relationships necessary to succeed.
Performance Review
At PCF we believe employees should have the opportunity to grow in knowledge, skill, responsibility and earnings over the course of their employment. One element supporting this is periodic performance reviews.

Periodically, your supervisor will review past performance and work with you to set goals and objectives for the coming period.

Career Opportunities
You want to be successful and we want you to grow with PCF. To access job openings for employees click on the Career Internal Postings link on the PCF intranet. We encourage you to discuss your career interests with your manager and with Human Resources.

Performance Improvement and Corrective Action
PCF has established standards of conduct, safety, and other policies to ensure the safest, most productive working conditions. There are occasions when an employee's behavior or performance falls short of expectations and PCF may be forced to take corrective action. While each circumstance and its severity is different, there are various approaches that may be used to help an employee understand the issue at hand and the consequences if the issue continues. Generally, we try to take an approach that affords the employee an opportunity to demonstrate sustained improvement by following a progressive order of coaching and counseling, verbal and written warnings.

Depending on the nature and severity of the situation, PCF may, in its discretion, skip, bypass or repeat any of these approaches. Certain circumstances may warrant immediate termination of employment.

We will engage these performance improvement efforts only where circumstances warrant as determined solely by PCF. They in no way modify the at-will nature of your employment at PCF.

Problem Resolution
PCF strives to create an environment which provides employees with excellent working conditions and pleasant working relationships. We firmly believe that every employee is essential to the overall success of PCF and must be treated with respect. Over the years, we have developed a style of communication which is easy, friendly and informal.

Your willingness to voice problems, suggestions and comments allows us to understand each other better. This relaxed and open manner of communication has always served us well, and we encourage you to be open and honest with your supervisor, manager and all executives.

If you do not wish to speak with your supervisor or manager, you can discuss any concerns you might have with Human Resources. We will listen and do our best to respond reasonably and promptly.
Ethics Hotline
There may be some situations that make coming forward with an issue or complaint too uncomfortable or difficult. For those situations, PCF offers the following independent communication channel:

Website: [www.lighthouse-services.com/pcfcorp](http://www.lighthouse-services.com/pcfcorp)

**Toll-Free Telephone:**
- **English:** 833-410-0005
- **Spanish:** 800-216-1288

This 24-hour, third-party solution offers the greatest possible safeguard of anonymity and confidentiality when reporting illegal, unethical or questionable issues.
ON THE JOB

Your Work Hours
By the nature of our business, many areas of PCF operate seven days a week, 365 days a year with extremely varied work schedules. Hours of operation vary by location, department and function. Your supervisor will provide you with information specific to your work hours. Please note however, that schedules may be subject to change from time to time to accommodate seasonal fluctuations and the needs of our business.

Timekeeping: Paycom Time & Attendance
Paycom Time and Attendance is accessed via the Employee Self Service site. Your supervisor will discuss timekeeping guidelines and the required process for your position. It is your responsibility to follow these guidelines. If you have any questions about them, please see your supervisor or contact Human Resources.

Your paycheck and paid benefit time is based on the number of hours and days you work. For that reason, we need to keep an accurate record of your attendance and work hours.

You may only record your own work hours. Employees are prohibited from:
- Recording someone else’s work hours;
- Allowing someone else to record your work hours; or
- Falsifying time records in any manner.

Any such act may lead to disciplinary action, including termination of employment.

Attendance and Punctuality
Dedicated, capable people are our most precious asset. PCF distinguishes itself from the competition by consistently providing fast and accurate service. To make that happen, it is vital that our employees are prompt and reliable. It is your responsibility to maintain good attendance and be punctual in arriving to work and returning from meal periods and breaks.

If you know you are going to be absent or late, it is your responsibility to notify your supervisor prior to your scheduled starting time. In the case of multiple days of absence, you must contact your supervisor prior to your scheduled start time on each day you are unable to come to work. If you are absent because of an illness, PCF reserves the right to require appropriate medical documentation as to the need for your absence and/or your ability to return to work, before you will be allowed to return to work.

Unreported, unexcused, or excessive absenteeism or lateness is unacceptable and may result in disciplinary action, including termination of employment, unless protected by ADA, FMLA or state law.

Your supervisor will review the details of the expectations for your work group.
Breaks for Nursing Mothers
PCF will provide a clean private area for employees who need to express breast milk. Non-exempt employees will be provided reasonable unpaid break time to express breast milk for up to one year following a child’s birth.

Nursing employees who need a private area for expressing breast milk should speak with Human Resources. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

Inclement Weather/Emergency Policy
On extreme occasions, inclement weather or emergency situations might force us to temporarily alter our regular schedule of operations.

Distribution Services
The nature of our Distribution division is such that altering the schedule of operations due to inclement weather is extremely rare and only under the most extreme, unsafe or catastrophic circumstances. It is important to remain well informed and in close contact with your supervisor regarding the status of operations throughout the event.

Administrative Office Locations
We have established an Inclement Weather/Emergency contact hotline for the Towson and Billerica administrative office locations; 888-698-1876 is the number to call for the status of operations and to receive direction in the event of extreme weather or emergencies. Office status updates during inclement weather events can also be obtained from your supervisor or a member of the Human Resources team.

The Inclement Weather Policy, which is available in the Policy and Reference section of this handbook, guides our pay practices in such events.

Dress Code
Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image PCF presents to its clients, visitors and the customers we serve. During work hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions, including appropriate work shoes where appropriate. Employees who report for work inappropriately dressed will be sent home and directed to return to work in proper attire.

Your supervisor will review the details of the dress code policy and expectations for your work group.
**Business Conduct and Conflict of Interest**

We expect all PCF employees to perform their jobs with utmost integrity and to act ethically, in conformity with applicable laws and in the best interests of PCF.

Employees should not use their positions at PCF to personal advantage or subvert the Company’s interest to his or her own. Employees must avoid all conflicts of interest or any situation that may do harm to PCF. This includes, but is not limited to hiring, promoting or awarding vendor or delivery service contracts to family members.

PCF views certain dual employment or contractual relationships to be a conflict with what is in the best interest of the Company. Therefore, PCF employees are prohibited from being contracted as a carrier for the Company. Similarly, employees are prohibited from being contracted and/or employed by any company that is contracted to perform services on behalf of PCF, such as a PCF Distributor, or with whom PCF has contracted to perform services.

To avoid any possible conflict of interest, you may not solicit to or accept from anyone with whom we do business or may potentially do business, gifts or money without the express consent of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer. This includes current clients and/or contracted Delivery Service Providers, Distributors and others with whom we may have business relationships.

The occasional, unsolicited gift or favor of nominal value, such as a business lunch, food basket, flowers or tickets to an event may be accepted. Beyond that, if you receive a gift or money from a supplier, vendor, client, Distributor or contracted Delivery Service Provider, you should return the gift to the donor.

PCF views the business conduct of its employees as a serious matter. Employees in violation of our business conduct policy will be subject to disciplinary action, up to and including termination of employment. An employee who has a doubt as to whether or not he or she is in compliance with this policy, has an obligation to refer the matter to Human Resources.

**Standards of Conduct**

As individuals, all employees are expected to behave with maturity, professionalism, and to treat one another with dignity and respect by complying with well-recognized standards of conduct.

Standards of conduct are necessary to make sure everyone has a common understanding of what is expected and to establish a positive work environment. They are not meant to restrict anyone’s rights, rather, they are designed to protect the rights and safety of all.

Since PCF cannot create a list addressing all possible situations, the behaviors that follow are some common sense examples of conduct that is prohibited. This list is not exhaustive and in no way modifies the at-will nature of your employment at PCF.

- Theft or attempted theft of any property belonging to the Company or a fellow employee
- Violation of PCF's EEO, Harassment and Sexual Harassment Prevention Policies
- Inappropriate use or redirection of Company services or software for use other than conducting PCF business
- Fighting on Company property
- Falsifying Company records or submitting fraudulent documents, including, but not limited to, time records, expense reports, performance reports, employment applications, insurance claims and benefit applications
- Insubordination
- Unprofessional behavior towards clients
- Using or removing Company property without authorization
- Destruction of, or damage to, Company property
- Careless waste of materials or mishandling of supplies or equipment
- Using, possessing, transferring or selling intoxicants, illicit drugs or alcohol on Company property
- Reporting to work while under the influence of alcohol or drugs
- Carrying or possessing a weapon of any kind on Company property, unless otherwise authorized by state or local law.
- Gambling or soliciting gambling on Company property
- Smoking in prohibited areas
- Sleeping on the job
- Defacing walls, bulletin boards or other Company property
- Horseplay or other disorderly conduct
- Violation of safety regulations or creating hazardous or unsafe conditions
- Use of threatening language
- Failure to meet standards of performance, attendance, and/or quality
- Abandoning the job
- Lying to a client, co-worker, manager, supervisor, customer or vendor
- Using one’s position for personal gain or participating in other conflict of interest
- Endorsing or cashing a check for another employee or Delivery Service Provider
- Soliciting tips or other monies from customers, subscribers or other business relationships
- Failure to report illegal or unethical behavior - All employees, regardless of their position, are required to report suspected misconduct of any nature to their manager, Human Resources, or other appropriate agent of the Company
- Violation of any Company policy

Any conduct, which is illegal or deemed by PCF to be immoral, unsafe, unethical, or indecent, will not be tolerated and any employee participating in such conduct will be subject to disciplinary action, up to and including termination of employment.

**Workplace Visitors**
To ensure everyone’s safety, a PCF employee must accompany all visitors to our facilities at all times. Regardless if they are family members, former employees, or personal friends, visitors may not wander around our facilities unescorted. Outside of special events, visits should be short and not interfere with normal business operations.

All visitors to our offices and Distribution Centers must immediately identify themselves to a member of the PCF operational team or sign-in at the reception desk.

**People under the age of 18 are not permitted in PCF Distribution Centers or warehouse facilities at any time.**

With the exception of service animals, such as Seeing Eye dogs, pets are not allowed in any PCF facility at any time.
Electronic Communications and Monitoring

In your job you will use and access a variety of technology, equipment and services to help you work efficiently.

We have established specific procedures and guidelines applying to all electronic media and services that are accessed on or from PCF premises, accessed using PCF equipment or via PCF paid access methods, or used in a manner that identifies the individual with PCF.

These procedures and guidelines are explicit regarding personal use, prohibited activities and software compliance. In addition, PCF may monitor and record certain employee communications and activities. Therefore, employees should not expect privacy when using PCF owned technology, equipment and services.

Please refer to the Policy and Reference section of this handbook and familiarize yourself with the complete Acceptable Electronic Communications Use and Monitoring Policy. This policy can also be found in Policy and Procedure section of the PCF Intranet.

Social Media

Social media and its use present certain risks and responsibilities, especially as it relates to your employment with PCF. To assist you in making responsible decisions about using social media relative to your work at PCF, we have established a policy to guide appropriate use.

Please refer to the Policy and Reference section of this handbook and familiarize yourself with the complete Social Media Policy. This policy can also be found in Policy and Procedure section of the PCF Intranet.

Confidential Information/Data Privacy

PCF is dedicated to protecting the security and privacy of all individuals’ Personal Data, as well as sensitive Company information. Separate from an individual's own personal information, certain jobs may provide access to other employees’ personal information and sensitive Company data. Information an employee is privy to through their job must be kept confidential and secure.

Some examples are:
- Social security numbers, identification numbers and financial account information;
- Financial figures or projections;
- Medical information;
- Customer data such as customer lists, distribution lists, contact and account information;
- Client information;
- Information about legal matters;
- Contracts.

Confidential information must not be discussed with anyone other than those individuals authorized to have and use the information. Employees must not share such information with any outside party, unless they receive permission from their supervisor. Employees may not use such information for their
own or someone else's commercial benefit. Misuse or improper disclosure of confidential information may result in disciplinary action up to and including termination of employment.

Please refer to the Policy and Reference section of this handbook and familiarize yourself with the complete Data Security Protection Policy. This policy can also be found in Policy and Procedure section of the PCF Intranet.

In addition, based upon position, some employees will be asked to sign an “Employee Confidentiality Agreement” before accessing such information.

**Outside Inquiries: Government Agency, Media, and Legal**

If you are contacted by the media, or receive a legal inquiry or subpoena related to PCF, regardless of the reason, refer the inquiry to a director or vice president. We prefer that only authorized members of the leadership team provide information or comment on behalf of PCF.

If a Government Agency or authority should visit your worksite, after seeing proper identification, cooperate with their request and, as soon as possible, report the incident in detail to a director or vice president.

Correspondence received at work locations that pertains to any legal matters should be forwarded to Human Resources or the Towson office without delay. Failure to do so could have negative consequences for PCF and, therefore, may result in disciplinary action.

**Purchasing Card (P-Card)**

A purchasing card (P-Card) is a credit card issued to a small group of supervisors and managers for the purpose of making non-travel and routine business-related purchases from PCF approved merchants and preferred vendors. The P-Card is to be used for PCF authorized purchases only and is not for travel or personal use.

The P-Card is not intended for the purchase of office supplies. Instead, PCF has a contracted vendor and established online accounts for the purchase of routine office supplies at discounted rates. See your supervisor for more information about your office supply needs.

Each month your P-Card statement must be reconciled online and corresponding receipts, documentation and explanations for all purchases must be submitted on time and in accordance with the P-Card Policy.

Any misuse of the P-Card or failure to provide adequate documentation may result in revocation of P-Card privileges, disciplinary action and/or payment of the transactions by the cardholder.

If you are eligible to receive a P-Card, you will receive a copy of the complete P-Card Policy. More information regarding the P-Card Policy is available in the Policies and Procedure section of the PCF Intranet.
Business Travel & Expenses
If you are required to travel for Company business, all arrangements, booking and related expense reimbursement will be made using SAP Concur Travel and Expense, a management system contracted by PCF.

PCF will reimburse you for necessary and reasonable expenses incurred while traveling to conduct Company business. Reimbursements may include costs for meals, lodging, transportation, and business-related expenses.

PCF has comprehensive travel and expense reimbursement policies in place to provide guidance and consistency on such things as:

- Corporate credit card usage and payment
- Concur registration
- Expense reports - requirements, authorization
- Detailed listings of reimbursable vs. non-reimbursable expenses
- Travel booking guidelines – air/rail travel, rental cars, lodging
- Ground transportation – personal car usage, parking, tolls, taxis, etc
- Business meals and entertainment

It is your responsibility to review the complete Travel Policy and Travel Expense Policy before incurring a business expense. The complete policies can be found in the Policies and Procedures section of the PCF intranet, from your manager, or Human Resources.

Non-exempt employees should also refer to the Compensable Work Time – Travel Policy, located in the Policies and Procedures section of the PCF Intranet, for information about compensation for travel time.

Driving for Company Business
When operating a vehicle on PCF business, the Company expects you to drive safely, exercise good judgment, and be courteous toward pedestrians and your fellow drivers. Remember the name and reputation of PCF ride with you.

Requirements
All employees who operate a vehicle on PCF business must:

- Maintain both a valid driver’s license in their state of residence and required levels of insurance;
- Provide the Company with a copy of their driving record prior to beginning employment and periodically upon request;
- Agree to not talk or text on a mobile device when driving except where permitted in accordance with applicable state law and it is deemed safe to do so.
**Personal Driving History**

All other employees driving on Company business, whether in a personal or Company car, may be subject to disciplinary action, including termination, for infractions from personal driving history, including, but not limited to:

- An incident of reckless driving or driving while intoxicated;
- Two or more at-fault accidents within a three year period;
- One at-fault accident and moving violation within a one year period;
- Two moving violations within a one year period; or
- Any other act that exhibits unsafe driving habits.

If you are eligible to operate a PCF vehicle or your job requires driving, Please refer to the *Policy and Reference* section of this handbook and familiarize yourself with the complete *Driving for PCF Business* policy. This policy can also be found in *Policy and Procedure* section of the PCF Intranet.
TIME AWAY FROM WORK

Vacation Time
To help our employees balance work and the need for rest and relaxation, PCF provides paid vacation time for all full and part-time employees. Temporary and per diem employees are not eligible for vacation time.

You begin accruing vacation time from your first day of employment based on actual hours worked and are eligible to begin taking this paid time after completing 3 months of continuous service. Non-Exempt employees may take vacation time in minute increments.

For most employees, vacation pay is at your current regular rate of pay.

For many employees, vacation accrued time increases with your years of service.

Annual Maximum Vacation

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<th>FULL-TIME EMPLOYEES</th>
<th>PART-TIME EMPLOYEES</th>
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<td>Less than Five Years</td>
<td>Two Weeks</td>
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<td>Five to Nine Years</td>
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<td>Ten or More Years</td>
<td>Four Weeks</td>
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Generally, vacation requests are granted on a first-come, first-served basis. Submit your request for vacation time to your supervisor with as much notice as possible, preferably 30 days. We will do our best to accommodate your vacation wishes during eligible vacation periods, in balance with your department’s operational needs.

Your total accrued vacation is limited to the annual maximum noted above. If you reach the maximum, you will stop accruing vacation until time is taken and the balance falls below this limit.

Vacation time cannot be exchanged for pay, except at termination of employment. If you decide to leave PCF and have completed 30 days of continuous service, any accrued vacation balance, up to the maximum, not used by the date your employment ends, will be paid at your current pay rate.

**Paid Holidays**

Due to the nature of our business and to respect the varied needs of our diverse workforce, PCF established a holiday pay policy that includes six fixed paid holidays, plus two floating paid holidays to be scheduled as each employee desires.

Regardless of variance in daily scheduled hours, **Holiday Pay** is calculated as follows

**Eligibility**

- Exempt employees, including those who are temporary, are eligible from their date of hire.
- Non-Exempt employees are eligible after completing 30 days of continuous employment.
- Non-exempt temporary and per diem employees are not eligible for paid holidays.
Separate from approved time off, holiday entitlement for non-exempt employees is based on working the majority of their shift on the scheduled day before, the day of, if applicable, and the scheduled day after the holiday. Failure to do so will be addressed by their manager. This requirement does not apply to exempt employees.

Any employee, exempt or non-exempt, on any type of leave of absence, whether paid or unpaid, suspension or layoff, is not eligible for holiday pay.

**Fixed Holidays**
Fixed holidays will be according to actual calendar dates; exceptions will be building, office and/or department closures.

The fixed holidays observed by PCF are:
- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Certain departments within PCF operate 365 days a year and therefore, sometimes you may be expected to work on a holiday. We will try our best to accommodate your need for time off. To avoid problems, please arrange your time off with your supervisor as early as possible.

The most likely scenarios will be handled as follows:

A. If a fixed holiday falls on a normally scheduled workday and you are not required to work:

<table>
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<th>FULL-TIME EMPLOYEES</th>
<th>PART-TIME EMPLOYEES</th>
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<tr>
<td>Full-time employees will receive 8 hours of holiday pay</td>
<td>Part-time employees will receive 6 hours of holiday pay</td>
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</table>
B. If a fixed holiday falls on a normally scheduled workday and you are required to work:

**EXEMPT EMPLOYEES**

Exempt employees will be scheduled for another day off within 2 pay periods of the holiday*

**NON-EXEMPT EMPLOYEES**

Non-exempt employees will receive pay for actual hours worked and either holiday pay (8 hours for full-time employees; 6 hours for part-time employees) or another day off within the holiday pay period, depending on business needs

*Ensuring this happens is a responsibility shared by both the supervisor and the employee.

C. If a fixed holiday falls on a day you are not normally scheduled to work:

**EXEMPT EMPLOYEES**

Exempt employees will receive pay for the scheduled days worked and receive another day off within 2 pay periods of the holiday*

**NON-EXEMPT EMPLOYEES**

Non-exempt employees will receive pay for the scheduled days worked and receive another day off within 2 pay periods of the holiday*

*Ensuring this happens is a responsibility shared by both the supervisor and the employee.
Floating Holidays
Floating Holidays renew annually at the start of the calendar year.

Floating Holiday requests are granted during eligible periods on a first-come, first-served basis. Submit your request for floating holiday time to your supervisor, with as much notice as possible. We will do our best to accommodate your request, in balance with the department’s operational needs.

Unless otherwise required by state law, floating holidays may not be carried over from calendar year to calendar year, cannot be exchanged for pay and are not paid out upon termination of employment.

Personal Time - Full-Time Employees
PCF offers full-time employees two days of Personal Time to be scheduled as each employee desires. Part-time, temporary, and per diem employees are not eligible for Personal Time.

Personal days renew annually at the start of the calendar year.
Personal day requests are granted during eligible periods on a first-come, first-served basis. Submit your request for personal time to your supervisor with as much notice as possible. We will do our best to accommodate your request, in balance with the department’s operational needs.

Unless otherwise required by state law, personal days may not be carried over from calendar year to calendar year, cannot be exchanged for pay and are not paid out upon termination of employment.

**Paid Sick Leave**
PCF provides eligible employees a paid sick leave benefit to protect your income in the event you miss work due to occasional health related events.

**Eligibility**
- All full-time employees are eligible for paid sick leave after 30 days of employment.
- Part-time and temporary employees are eligible for paid sick leave after 90 days of employment.

**Paid Sick Leave Benefit**
- Non-exempt employees may take paid sick leave in minute increments.
- Once the cap is reached, no time will accrue until time is used and the balance is below the cap.
- If an employee shifts from full-time to part-time status or vice versa, accumulated sick leave will be carried over and immediately begin accruing at the new status rate. If the carryover exceeds the cap for the new status, no additional time will be accrued until the balance falls below the cap for the new status.
- Accumulated sick leave cannot be exchanged for pay if you leave PCF, unless otherwise provided by state law.
- There is no accrual for paid benefit time hours.

**FULL-TIME EMPLOYEES**
- Accrue up to 48 hours (6 days) paid sick leave each calendar year, at a rate of 1.846 hours per pay period.
- Unused paid sick leave may accumulate from calendar year to calendar year up to a maximum cap of 480 hours (12 weeks).

**PART-TIME EMPLOYEES**
- Accrue up to 40 hours paid sick leave each calendar year based on actual hours worked, including overtime. Paid sick leave accrues at a rate of 0.0334/hour for each hour worked. This equates to 2 minutes per hour to a maximum of 40 hours in any one calendar year. This translates to one hour of sick time for every 30 hours worked.
- Unused paid sick leave may accumulate from calendar year to calendar year up to a maximum cap of 40 hours.

*Part time employees in the state of Maryland accrue up to 64 hours paid sick leave each calendar year and may accumulate unused paid sick time up to a maximum of 64 hours.*
Paid sick leave may be used for:
- the employee’s or employee’s family member’s illness, injury or health condition;
- medical diagnosis, care, treatment or routine medical appointment;
- preventative care or home care;
- elective surgery, including organ donation;
- public health emergency;
- reasons related to family offense matters;
- reasons related to domestic or sexual violence or sexual offenses, stalking or human trafficking;
- school conference;
- meeting regarding a child’s health or disability;
- maternity or paternity leave.

Sick Leave Employee’s Family Members Defined:
- spouse (including a same-sex spouse), registered domestic partner or civil union partner;
- child (including a child of a spouse or domestic partner);
- parent, spouse of a parent, parent-in-law (including a parent of a domestic partner);
- grandparent, or spouse of grandparent;
- grandchild;
- sibling, sibling-in-law;
- any individual related by blood to the employee, any other individual whose close association with the employee is the equivalent of a family relationship

When taking sick leave, you must:
- Notify your supervisor as soon as possible prior to your scheduled shift
- Call your supervisor every day you're on sick leave
- Provide, upon request, a doctor’s certification before you return to work

In case of illness or injury, you must use paid sick leave before using other kinds of paid or unpaid leave.

Eligibility for Rehired Employees:
- If the break in service is < six months, the employee will be eligible upon rehire and any paid sick leave balance at the time of termination will be reinstated.

Exceptions:
- Massachusetts: If the break in service is < four months, the employee will be eligible at rehire and any paid sick leave balance at the time of termination will be reinstated. If the break in service is > four months but < 12 months, the employee will be eligible at rehire and any paid sick leave balance at the time of termination will be reinstated only if it is > 10 hours.
- Maryland: If the break in service is < 37 weeks, the employee will be eligible upon rehire and any paid sick leave balance at the time of termination will be reinstated.

It is important to recognize that paid sick leave is solely intended to help protect your income if you must miss work due to health related events. Unless otherwise required by law, it is not excused time-off and is considered an absence. Excessive absence, paid or unpaid, hurts our business and will be addressed in accordance with the attendance policy for your work group.
Bereavement Leave
In the event of a death in your immediate family, employees will be paid for up to three days’ absence following the death.

- Full-time employees will be paid 8 hours each day at their regular rate of pay.
- Part-time employees will be paid 6 hours each day at their regular rate of pay.

If more time is needed, please discuss the situation with your supervisor.

Immediate family, in this instance, refers to your spouse, domestic partner, partner in a civil union, parent, child, stepchild, sibling, aunt, uncle, cousin, grandparent, grandchild, father in law, mother in law, brother in law, sister in law, son in law, daughter in law, spouse’s parent, and grandparent or as otherwise defined by state law.

Temporary employees, per diem employees, and employees on leave of absence are not eligible for bereavement leave.

Jury Duty
PCF recognizes jury duty as an important civic responsibility and encourages our employees to fulfill this essential obligation. If you are summoned to jury duty, please present a copy of the summons to Human Resources immediately and you will be granted a leave of absence in accordance with applicable state law.

With proper documentation, PCF provides the following paid leave for jury duty:

Temporary and per diem employees are not eligible for paid leave for jury duty.

If you are excused from jury duty and have more than half your regularly scheduled work shift remaining, we expect you to contact your supervisor who will determine if you should return to work that same day.

If you are excused from jury duty and have less than half of your regularly scheduled work day remaining, we expect you to return to work no later than the following scheduled workday.

Exempt employees whose workweek is interrupted by jury service will receive their full salary for the

- If your jury duty leave runs beyond the allotted paid time, the remaining leave will be unpaid, unless otherwise required by law. If an exempt employee’s jury duty extends beyond six work weeks, pay will be reduced only when absence is for a full workweek. Proper documentation from the court that confirms date(s) of jury duty attendance must be presented when requested.
Military Leave

PCF will grant an unpaid leave of absence to an employee to perform military service, whether voluntarily or involuntarily called for duty, unless state law provides otherwise.

To be eligible for a military leave of absence, an employee must give timely written notice of his or her need to perform military service.

Upon return from leave, an employee will be reinstated to the position the employee would have held if his or her continuous employment had not been interrupted or to a position of like seniority, status and pay, or in some cases, a comparable job.

An employee is expected to contact us for reinstatement within a set time after release from military service as noted below:

- In the case of service less than 31 days, the individual must normally return to work on the first work day after release from military service.
- In the case of service lasting between 31 and 180 days, the individual must normally contact Human Resources within 14 days after completing active service.
- In the case of service lasting more than 180 days, the individual must normally contact Human Resources within 90 days after the completion of service.

Employees requesting military leave should contact Benefits to find out how such leave impacts health care coverage for themselves and their eligible dependents.

You may be allowed to make-up 401(k) contributions missed while on active duty or extended reserve duty. For more information on 401(k) catch-up contributions, employees should contact the Benefits team.

For information regarding requirements and options for use of paid benefit time while on leave, please see the LOA/FMLA: Use of Benefit Time chart in the Policies and Reference section of this handbook.
Family and Medical Leave

The Federal Family and Medical Leave Act (FMLA) was established to help employees faced with the untenable choice between caring for their families or keeping their jobs. Generally, FMLA provides eligible employees up to 12 weeks of unpaid leave per 12 month period of employment for certain serious medical reasons, for the birth or adoption of a child, or to care for a spouse, child or parent with a serious health condition. FMLA may also provide leave for a qualifying need arising out of the fact that an employee's spouse, son, daughter or parent is a military member.

To be eligible, you must:
- Have completed one year of regular employment at PCF,
- Have worked at least 1,250 hours during the previous 12 months prior to taking any FMLA leave,
- Be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

PCF's Federal Family Medical Leave Act Policy can be found in the Policies and Reference section of this handbook. Also, some states and localities provide for additional leave or similar leave with different eligibility requirements. Information on those leave provisions appears in the State Specific Appendix section of this handbook.

Requests for family/medical leave must be made to Human Resources, with as much notice as possible. Employees must provide notice of their need to take leave under FMLA as described in the FMLA policy. Failure to do so may result in FMLA leave being delayed or denied. Generally a family leave of absence is defined as time off in excess of three days. Human Resources will work with you through the process and ensure compliance with state and local laws that may provide additional benefits.

While on family/medical leave, PCF will provide continuation of your health insurance benefits, provided you continue to contribute the employee portion of the premium. At the end of the FMLA leave, PCF will reinstate you to the same or equivalent job position. Failure to return to work at the end of FMLA leave or make bi-weekly premium payments is considered a COBRA qualifying event.

For information regarding requirements and options for use of paid benefit time while on leave, please see the LOA/FMLA: Use of Benefit Time chart in the Policies and Reference section of this handbook.

There are many more details, rights, guidelines and obligations regarding family and medical leave than this brief overview describes. If you are a candidate for FMLA, contact Human Resources and they will work through the process with you.
Disability Leave of Absence

Disability leaves of absence may be granted to eligible employees who are unable to work due to their own illness, injury, or pregnancy and are not otherwise eligible for FMLA leave or state leave or who have exhausted their FMLA leave. Disability leaves of absence are unpaid.

Employees must communicate their request for a Disability Leave of Absence to their supervisor or Human Resources at least 30 days in advance if the reason for leave is foreseeable or scheduled. Failure to communicate the need for a Disability Leave of Absence and provide the appropriate medical certification, if necessary, in a timely manner may result in the leave of absence being delayed or not approved.

Whenever applicable, leaves of absence will be counted toward family and medical leave allowances under state, federal or both types of leave laws. For more details regarding the process, guidelines and obligations associated with a disability leave of absence, contact Human Resources.

For information regarding requirements and options for use of paid benefit time while on leave, please see the LOA/FMLA: Use of Benefit Time chart in the Policies and Reference section of this handbook.

Full-time Employee Disability Leave of Absence

PCF provides an unpaid disability leave of absence for full-time employees that may run up to 30 days. To be eligible, you must be a full-time employee, have completed at least 90 days of continuous employment at PCF and be certified by a healthcare provider to be unable to work due to your own medical condition.

If medically necessary, a full-time employee’s disability leave of absence may be extended for up to an additional 30-day period, with proper medical certification and appropriate PCF approvals.

Part-time Employee Disability Leave of Absence

PCF provides an unpaid disability leave of absence for part-time employees that may run up to two weeks within each continuous six-month period of employment. To be eligible, you must be a part-time employee, have completed at least six months of continuous employment at PCF, worked at least 520 hours during the previous six month period and be certified by a healthcare provider to be unable to work due to your own medical condition.
Personal Leave of Absence
Under certain circumstances, an unpaid personal leave of absence may be granted to employees who need time off to take care of personal affairs. Generally a leave of absence is defined as time off in excess of three days.

Employees must communicate their request for a Personal Leave of Absence to their supervisor or Human Resources at least 30 days prior to the desired date of leave, or with as much notice as possible. Each request will be handled on an individual basis and approval is subject to business needs.

For more details regarding the process, guidelines and obligations associated with a personal leave of absence, please contact Human Resources.

For information regarding requirements and options for use of paid benefit time while on leave, please see the LOA/FMLA: Use of Benefit Time chart in the Policies and Reference section of this handbook.

Full-time Employee Personal Leave of Absence
PCF provides for an unpaid personal leave of absence for up to 30 days. To be eligible, at the time of your request, you must be employed with PCF for 12 continuous months.

Part-time Employee Personal Leave of Absence
PCF provides for an unpaid leave of absence of up to two weeks within each continuous six-month period of employment for part-time employees. To be eligible, at the time of your request, you must have completed at least one year of continuous employment and have worked at least 1,040 hours during the previous one year period.

Domestic Violence Leave of Absence
Employees who have worked for the Company for 3 months or longer may be granted up to 3 days of unpaid leave in any 12 month period, or as required by state law, if the employee or a family or household member of an employee is the victim of domestic violence.

PCF's Domestic Violence Leave of Absence Policy can be found in the Policies and Reference section of this handbook.

For more details regarding the process, guidelines and obligations associated with a domestic violence leave of absence, please contact Human Resources.
AT THE WORKPLACE

Bulletin Board Postings
Every PCF facility has a bulletin board where we post important notices and items of general interest. Here you’ll find up-to-date news on PCF, as well as required federal, state, and local workplace policy notices. Be sure to review this board regularly. You are responsible for adhering to all policies posted there.

The bulletin board is for Company-released information only and all postings must be approved by Human Resources.

Please do not post personal notices on any Company bulletin board. If there’s something work-related you’d like to see posted on the board, please recommend it to Human Resources.

No Solicitation, Distribution, or Trespassing
In an effort to maintain a professional atmosphere and minimize disruption of our services, PCF does not allow the solicitation of an employee by another employee if either is on working time.

Similarly, the distribution of material of any kind by employees or visitors is not permitted on working time or in working areas unless they are Company-approved documents. This restriction includes distribution of materials unrelated to PCF and its business through the use the Company sponsored telephones, fax machines, computers, e-mail systems, and other communication systems and devices.

Trespassing upon or unauthorized entry into any PCF facility, property, or restricted area is not permitted.

Solicitation, distribution and trespassing by non-employees, including former employees, on PCF premises are prohibited. If you discover someone other than a current, authorized PCF employee soliciting, distributing material unrelated to PCF business, or trespassing, please notify your supervisor or Human Resources.

Telephone, Mobile and Electronic Device Use

Personal Calls
The nature of our business requires communication systems that support our operations with reliability, speed and efficiency. No matter what part of the business you are working in, successful service delivery depends on effective and up to the minute communication. Telephone access is key to achieving this.

In all our facilities, the occasional personal call on a general office phone is permitted, as long as you have your supervisor’s approval. However, please be mindful that these phones are provided for PCF business. We ask that you limit personal calls and use good judgment regarding their nature and length.

Cell Phones and Other Electronic Devices
While at the workplace, the use of cell phones and other electronic devices, regardless if Company property or personal property, should be kept to a minimum with respect and courtesy for those around
you. Use of cell phones and other electronic devices in general should be done in approved areas only and with thought given to the disruption it may cause to the business operation or those around you.

If there is a personal reason why you need to use a cell phone at work, please discuss the matter with your supervisor or someone from Human Resources.

**Bring Your Own Device Program**
Most employees whose position requires a mobile device are enrolled in the Company’s Bring Your Own Device Program. Employees enrolled in the program accept and comply with the terms, conditions and procedures detailed in both the **BYOD Policy and Agreement**, which can be found on the **Policy and Procedures** page of the PCF Intranet and the **Acceptable Electronic Communications Use & Monitoring Policy** which can be found in the **Policies and Reference** section of this handbook and also on the **Policy and Procedures** page of the PCF Intranet.

**Mail Monitoring Policy**
Virtually all mail and packages delivered to our locations pertain to our business. This is true, even if the mail or packages are addressed to an individual or marked “Personal and Confidential.” For this reason, we reserve the right to open all mail delivered to a PCF location. Please have all personal mail and parcels sent to your home.

**Smoke-Free Policy**
PCF promotes a smoke-free environment for the health, comfort and productivity of our employees, business partners and visitors. All PCF facilities have been designated as entirely smoke-free. Smoking, including the use of an e-cigarette, is not permitted in any Company facility. If you choose to smoke, you must do so outside the building and in designated areas only. The only exceptions to this smoke free policy are those required by applicable state law.

**Off-Duty Access**
For your protection, safety, and security, off duty employees must sufficiently identify themselves upon entry to any PCF facility and observe all security regulations while present.

**People under the age of 18 are not allowed in our Distribution Centers or warehouses at any time.**
Drug and Alcohol Policy
PCF strictly prohibits the use, sale, possession, transfer or distribution of alcohol or any illegal substance while at work, on PCF premises, in Company vehicles, or while conducting PCF business.

The Company prohibits employees from reporting to work or working while under the influence of illegal drugs or alcohol. The misuse of prescribed drugs is also prohibited.

Any employee who violates this policy may be subject to disciplinary action, including termination of employment.

If you have reason to believe that a co-worker is in violation of the Company’s drug and alcohol policy, you must bring it to your supervisor’s attention immediately.

The use of controlled substances as prescribed to you by a licensed physician is not prohibited by this policy. However, if a physician has prescribed medication that requires any accommodation, please notify your supervisor or Human Resources to discuss what accommodations may be necessary.

Workplace Violence Policies
PCF strives to foster a safe work environment that is free of fear, intimidation, and violence. As such, PCF has established policies addressing violence in the workplace, zero tolerance and weapons in the workplace. The complete Workplace Violence Policies can be found in the Policies and Reference section of this manual and on the Policies and Procedure page of the PCF Intranet.

Any intentional act of intimidation, threat of violence, or act of violence committed against any person or to the property of another while at the workplace or on Company business is strictly prohibited.

Equally, the possession of any type of weapon on Company premises, in Company parking lots, Company cars, and any other location while on Company related business is absolutely prohibited, unless otherwise authorized by state law.

Violation of any of these policies will result in disciplinary action, up to and including termination of employment.

Company Equipment
Every employee of PCF relies on a variety of equipment to do his or her job safely, efficiently and successfully. Forklifts, computers, pallet-jacks, and a host of other Company issued equipment are critical to our daily operations.

It is important that we take good care of all Company equipment and use it safely and appropriately by:

- Following instructions in compliance with the Personal Protective Equipment Policy, which can be found on the Policy and Procedures page of the PCF Intranet;
- Using equipment only for its designated purposes;
- Reporting all problems and/or breakages and defects immediately to your supervisor; and
- Protecting the equipment as if it were your own.

Misuse or mistreatment of Company equipment will result in disciplinary action, including termination of employment.

**Powered Industrial Trucks, Pallet Jacks and Operators**

It is the policy of PCF to permit only trained and authorized personnel to operate powered industrial trucks and pallet jacks. This policy is applicable to both daily operators and those who occasionally use a powered industrial truck and/or pallet jacks.

Employees who have successfully completed the training and operational instruction will be issued a certificate of completion and must have this certificate with them at all times while operating powered industrial trucks.

Managers and supervisors are responsible to train and monitor employees on the use of industrial trucks and pallet jacks, ensure re-training occurs every two years, and comply with all vehicle checklist and record keeping standards. Additional information and details can be obtained from your manager.
IF YOU LEAVE US

If you decide to terminate your employment with PCF, we request that you provide your supervisor with as much notice as possible. It is customary to provide a minimum of two weeks' notice and your thoughtfulness in doing so will be appreciated.

**PCF Property**
You must return all Company keys, key tags, identification, equipment and any other PCF property to us upon termination of employment before or on your last day of work. This includes documents, computer files and all copies that contain personal and/or confidential information, such as, but not limited to:
- Financial figures or projections;
- Medical information;
- Customer information, customer lists, distribution lists;
- Client information;
- Contracts; and
- Information about legal matters.

**Benefits**
Your coverage under all benefit programs, except disability, Company paid life insurance and AD&D, ends on the last day of the month you end your employment. Disability benefits, Company paid and supplemental life insurance and AD&D end on your last day of employment.

Participants in health, prescription, vision and/or dental benefits can apply for continuing coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). This allows you, in most circumstances, to continue coverage for up to 18 months, provided you pay the premium. A COBRA application and instructions will be sent to your address on file within 30 days of your last day of employment.

If you have chosen supplemental life insurance and/or supplemental AD&D coverage, you can convert these into personal policies by contacting the Benefits team. Otherwise, these benefits end on your last day of employment.

If you have participated in the PCF 401(k) Savings Plan, please call Fidelity Customer Service at 800-343-3548, Monday through Friday from 8AM to 8PM to discuss rollover or distribution options.

If you established a Flexible Spending Account(s), participation ends on your last day of employment. You have up to 90 days to submit claims for expenses incurred prior to your last day of employment.

You are eligible to receive all accrued and unused vacation pay, up to the maximum allowed, as of the date of last day worked, provided you have been employed by PCF for three months, unless otherwise provided by state law.
Exit Interview
We're interested in hearing your reasons for leaving PCF and gaining perspective on your employment experience with us. When you notify PCF of your intention to leave, you may be asked to participate in an exit interview or someone from Human Resources may contact you. We greatly appreciate your cooperation and candor.

Final Pay
Unless state law dictates otherwise, your final pay will be issued according to our normal payroll and will be Direct Deposit if you are enrolled prior to termination of employment. This final paycheck may include the balance of any vacation pay to which you are eligible for; otherwise a separate check will be issued. If you are not enrolled in Direct Deposit or state law requires otherwise, your final paycheck will be mailed to your current address on file. Any monies owed to PCF will be deducted from your final pay, including past due benefit premiums, as permitted by state law.

If you would like your final paycheck mailed to an alternate address, please update your mailing address on the Employee Self Service Site.

Employee Self Service Access
Before your last day of employment please update the Employee Self Service Site with a personal email address.
# Polices and Reference

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SEXUAL HARASSMENT PREVENTION POLICY

Our Company insists that employees should experience a work environment free from all forms of discrimination, including sexual harassment and retaliation. Sexual harassment and retaliation are unlawful and undermine our deep commitment to the dignity of the individual employee. We recognize the rights of all people to seek, obtain, and hold employment without being subject to sexual harassment, retaliation or discrimination of any kind in the workplace.

Accordingly, it is PCF’s policy to prohibit harassment of any employee by a supervisor, employee, customer or visitor on the basis of sex, gender, gender identity or gender expression (including transgender status), and/or sexual orientation. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at our Company all employees are free from harassment on the basis of sex or gender.

All PCF employees must be aware that the prohibition against harassment applies evenly to the treatment of fellow employees, applicants, contractors, Delivery Service Providers, subcontractors, vendors, consultants, other persons providing services pursuant to a contract, customers, clients and all individuals doing business with PCF.

Immediate and corrective action will be taken against anyone who engages in behavior in violation of this policy or who engages in any form of retaliation against individuals who report conduct contrary to this policy or who cooperate in the investigation of complaints related to this policy.

**Sexual Harassment Defined**

Sexual harassment is conduct of a sexual nature, by the same or opposite sex, which is unwelcome and persistent or offensive in nature. Sexual harassment includes sexually oriented conduct that is sufficiently pervasive or severe to unreasonably interfere with an employee’s job performance or create an intimidating, hostile or offensive working environment. While it is impossible to define all conduct, which would constitute sexual harassment, some examples of specifically prohibited conduct could include:

1. Promising, directly or indirectly, an employee a reward if the employee complies with a sexually oriented request;
2. Threatening, directly or indirectly, to retaliate against an employee, if the employee refuses to comply with a sexually oriented request;
3. Denying, directly or indirectly, an employee an employment-related opportunity, if the employee refuses to comply with a sexually oriented request;
4. Engaging in sexually suggestive physical contact or touching another employee in a way that is unwelcome;
5. Displaying, storing, or transmitting pornographic or sexually oriented materials using company equipment or facilities;
6. Making unwelcomed sexual or romantic advances toward an employee and persisting despite the employee’s rejection of the advances;
7. Abusive language related to an employee’s sex, or sexual orientation and/or gender identity, including sexual innuendoes, slurs, suggestive, derogatory or insulting comments or sounds, whistling, jokes of a sexual nature or concerning gender specific traits;
8. Abusive written language, showing or displaying pornographic or sexually explicit objects or pictures, graphic commentaries or obscene gestures in the workplace.
9. Other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually-related comments.
10. Sexual joking, vulgar or offensive conversation or jokes, commenting about an employee’s physical appearance, conversation about your own or someone else’s sex life, teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.
Retaliation Defined
Retaliation is any adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, participated in the reporting and investigation process below, or testified in an investigation or proceeding involving a complaint of sexual harassment.

General Procedures
PCF will take all steps necessary to prevent the occurrence of sexual harassment or other types of harassment in the workplace. This includes, but is not limited to, inappropriate forms of behavior described above under the “Sexual Harassment Defined” and “Retaliation Defined” section.

1. All supervisory personnel are responsible for ensuring a work environment that is free from unsolicited, unwelcome, and intimidating sexual overtures. Members of our management team should consult with Human Resources if a violation of this policy is brought to their attention or if they observe a situation that may potentially violate this policy. Supervisory personnel that knowingly allow behaviors in violation of this policy to continue will be subject to disciplinary action.

2. Any employee who is found to have violated this policy may be subject to disciplinary action. Such disciplinary action may include reprimand, suspension, termination, or other appropriate sanction.

3. Retaliation against any employee who has filed a discrimination or sexual harassment complaint or is cooperating in an investigation of a complaint is prohibited and will result in disciplinary action, up to and including termination of employment. Intimidation, coercion, threats, reprisal or discrimination are examples of behavior that may be considered retaliatory.

Reporting and Investigating Sexual Harassment Complaints
All employees are encouraged to promptly report any behavior perceived as sexual harassment to their supervisor and/or Human Resources. All complaints will be thoroughly investigated to ensure due process for all parties. It is unlawful to retaliate against an employee for filing a complaint of sexual or other harassment or for cooperating in an investigation of such a complaint. The Company will not tolerate any retaliation against anyone who, in good faith, reports an incident of alleged harassment or who cooperated in an investigation.

1. Confidentiality will be maintained, to the extent possible, consistent with the Company's commitment to conduct a thorough investigation.

2. Investigation of a complaint by Human Resources or its designee(s) will normally include conferring with all of the parties involved and any named or apparent witnesses. The particular facts of the allegation will be examined individually, with a focus upon the nature of the behavior, the pattern of such conduct, if any, and the context in which the incident or incidents occurred.

3. As noted above, any employee who participates in the investigative process may do so without fear of retaliation. Retaliation against any employee because they have filed a sexual harassment complaint or are participating in a related investigation is grounds for disciplinary action up to and including termination of employment.

4. An employee who is found to have violated this policy may be subject to disciplinary action up to and including termination of employment.

5. While employees are encouraged to report claims internally to their supervisor, Human Resources or via the Ethics Hotline, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the appropriate government agency.

6. Although it is not required to make a sexual harassment complaint, a Complaint Form for Reporting Sexual Harassment may be found on the PCF Intranet in the Human Resources section under Useful Links.

Legal Protections and External Remedies
Aside from the internal complaint process at the Company, individuals may choose to pursue external legal remedies with the United States Equal Employment Opportunity Commission, the New York State Division of Human Rights, or, in some cases, a local human rights agency. Such individuals working in New York may also elect to pursue their claims in the New York State court system. Under certain circumstances, sexual harassment may also be considered criminal conduct. Anyone who believes they have been the victim of a crime should contact the local police department.
In compliance with some State laws, the following contact information is provided for your reference. Using the Company’s complaint process does not prohibit an employee from filing a complaint with government agencies.

**NEW YORK CITY:**
New York City Commission on Human Rights Claims “City Commission”
(718) 722-3131 or
NYC.gov/HumanRights

The statute of limitations for filing gender-based harassment is three years in New York City.

**NEW YORK STATE:**
New York State Division of Human Rights
www.dhr.ny.gov

**MASSACHUSETTS:**
The United States Equal Employment Opportunity Commission (“EEOC”)
JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200

The Massachusetts Commission Against Discrimination (“MCAD”)
Boston Office:
One Ashburton Place, Room 601 Boston, Massachusetts 02108
(617) 727-3990

Springfield Office:
436 Dwight Street, Room 220 Springfield, Massachusetts 01103 (413) 739-2145

**CALIFORNIA:**
Department of Fair Employment and Housing,
(800) 884-1684
Sacramento area & out-of-state at (916) 478-7200
TTY number at (800) 700-2320
or visit our Web site at www.dfeh.ca.gov

Employees or job applicants who believe that they have been sexually harassed may file a complaint of discrimination with DFEH within three (3) years of the harassment.

DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a formal accusation. The accusation will lead to either a public hearing before the Fair Employment and Housing Commission or a lawsuit filed by DFEH on behalf of the complaining party.

If the Commission finds that discrimination has occurred, it can order remedies including:
- Fines or damages for emotional distress from each employer or person found to have violated the law
- Hiring or reinstatement
- Back pay or promotion
- Changes in the policies or practices of the involved employer

Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with DFEH and a Right-to-Sue Notice has been issued.

For more information, see publication DFEH-159 “Guide for Complainants and Respondents.”
NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. The privacy practices described in this notice applies to the group health plans sponsored by Publishers Circulation Fulfillment, Inc. (referred to collectively as the “Plan”).

The Plan is required by the Federal law known as the Health Insurance Portability and Accountability Act (referred to as the HIPAA Privacy Rule) to make reasonable steps to ensure the privacy of your personally identifiable health information (Protected Health Information) and to inform you about:

- your Plan’s uses and disclosures of Protected Health Information;
- your privacy rights with respect to your Protected Health Information;
- your right to file a complaint with your Plan and to the Secretary of the U.S. Department of Health and Human Services; and
- the person or office to contact for further information about your Plan’s privacy practices.

Use and Disclosure of Protected Health Information

Except as otherwise described in this notice or otherwise permitted under the HIPAA Privacy Rule, uses and disclosures of Protected Health Information will be made only with your written authorization subject to your right to revoke such authorization. If you provide the Plan authorization to use or disclose PHI about you, you may revoke that permission, in writing, at any time by sending a notice of revocation to the Privacy Officer at the address provided below. If you revoke your permission, the Plan will no longer use or disclose PHI about you for the reasons covered by your written authorization. The Plan will not be able to reverse any disclosures made prior to your revocation.

Uses and Disclosures to Carry Out Treatment, Payment and Health Care Operations

The HIPAA Privacy Rule permits the Plan and its respective Business Associates to use and disclose Protected Health Information without your consent, authorization, or opportunity to agree or object, to carry out Treatment, Payment and Health Care Operations.

- Treatment is the provision, coordination or management of health care and related services. For example, a Business Associate of the Plan may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

- Payment includes but is not limited to actions to make coverage determinations and payment (including billing, claims management, subrogation, plan reimbursement, reviews for medical necessity and appropriateness of care and utilization review and pre-authorizations). For example, a Business Associate of the Plan may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

- Health Care Operations include but are not limited to quality assessment and improvement, reviewing competence or qualifications of health care professionals, underwriting, premium rating and other insurance activities relating to creating or renewing insurance contracts. For example, the Plan may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions.

In addition, your Plan may use or disclose enrollment information to the “Company” (Publishers Circulation Fulfillment, Inc.) as well as “summary health information” for obtaining premium bids or modifying, amending or terminating the group health plan, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom an employee of the Company has enrolled in health benefits.
under a group health plan, and from which identifying information has been maintained in accordance with HIPAA. Your Plan may also disclose Protected Health Information to the Company for plan administration purposes as permitted under HIPAA, which includes disclosing such information to Business Associates of the Plan. Note also that your Plan may not use or disclose genetic information for underwriting purposes.

Note: Special rules may apply with respect to the use and disclosure of genetic and HIV testing information. You may contact the Privacy Officer for more information about these rules.

**Uses and Disclosures That Require Your Written Authorization**

Your written authorization is generally required before the Plan will use or disclose psychotherapy notes about you from your psychotherapist, as well as most disclosures of PHI for which the Plan receives remuneration or for marketing purposes. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The Plan may use and disclose such notes when needed by the Plan to defend against litigation filed by you.

**Uses and Disclosures That Require That You Be Given An Opportunity to Agree or Disagree Prior To The Use or Release**

Disclosure of your Protected Health Information to family members, other relatives and your close personal friends is allowed if:

- the information is directly relevant to the family or friend’s involvement with your care or payment for that care; and
- you have either agreed to the disclosure or have been given an opportunity to object and have not objected.

**Other Uses and Disclosures for Which Consent, Authorization or Opportunity to Object Is Not Required**

Use and disclosure of your Protected Health Information is allowed without your consent, authorization or request under the following circumstances:

- When required by law.
- When permitted for purposes of public health activities, including if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.
- When authorized by law to report information about certain abuse, neglect or domestic violence to public authorities.
- For public health oversight activities authorized by law.
- For certain judicial or administrative proceedings.
- For certain law enforcement purposes.
- To a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law; and funeral directors, consistent with applicable law.
- The Plan may use or disclose Protected Health Information for research, subject to conditions.
- For the purpose of facilitating organ, eye or tissue donation or transplantation.
- When consistent with applicable law to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.
- To the extent necessary to comply with workers’ compensation or other similar programs established by law.

**Required Uses and Disclosures**

Upon your request, your Plan is required to give you access to certain Protected Health Information in order to inspect and copy it. Under certain circumstances, however, the Plan may deny your request.
Use and disclosure of your Protected Health Information may be required by the Secretary of the Department of Health and Human Services to investigate or determine the Plan’s compliance with the privacy regulations.

Rights of Individuals
In the event any of the following rights require you to submit a written request to exercise such right, you must submit such request to the Privacy Officer, 502 Washington Ave., Suite 500, Towson, MD 21204.

Right to Request Restrictions of Protected Health Information Uses and Disclosures
You may request that your Plan restrict uses and disclosures of your Protected Health Information to carry out Treatment, Payment or Health Care Operations, or to restrict uses and disclosures to persons identified by you who are involved in your care or payment for your care. The Plan is not required to agree to your request, however, unless otherwise required by law, the Plan must permit a request for a restriction on disclosures to another health plan for purposes of payment or health care operations where the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

Your Plan will accommodate reasonable requests to receive communications of Protected Health Information by alternative means or at alternative locations. You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your Protected Health Information.

Right to Inspect and Copy Protected Health Information
You have a right to inspect and obtain a copy of your Protected Health Information contained in a “Designated Record Set,” for as long as your Plan maintains the Protected Health Information.

*“Designated Record Set” includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or in part by or for the Covered Entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the Designated Record Set.

The requested information will be provided within 30 days of receipt of your request. A single 30-day extension is allowed if your Plan or its Business Associates are unable to comply with the deadline. Your Plan will charge a reasonable, cost-based fee to cover the cost of providing copies.

You or your personal representative will be required to complete a form to request access to the Protected Health Information in your Designated Record Set. If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of the U.S. Department of Health and Human Services.

Right to Amend Protected Health Information
You have the right to request your Plan to amend your Protected Health Information or a record about you in a Designated Record Set for as long as the Protected Health Information is maintained in the Designated Record Set.

The Plan has 60 days after the request is made to act on the request. A single 30-day extension is allowed. If the request is denied in whole or part, your Plan must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your Protected Health Information.

You or your personal representative will be required to complete a form to request amendment of the Protected Health Information in your Designated Record Set. Any request for an amendment must be in writing
and provide a reason to support a requested amendment.

The Right to Receive an Accounting of Protected Health Information Disclosures
Upon your written request, your Plan will also provide you with an accounting of disclosures by the Plan of your Protected Health Information during the six years prior to the date of your request. However, such accounting need not include Protected Health Information disclosures made: (1) to carry out Treatment, Payment or Health Care Operations; (2) to individuals about their own Protected Health Information; (3) prior to the compliance date; or (4) based on your written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided. If you request more than one accounting within a 12-month period, your Plan will charge a reasonable, cost-based fee for each subsequent accounting.

A Note About Personal Representatives
You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your Protected Health Information or allowed to take any action for you. Your Plan retains discretion to deny access to your Protected Health Information to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect.

Right To Receive Confidential Communications Of Your Health Information
If you think that disclosure of your health information by the usual means could endanger you in some way, the Plan will accommodate reasonable requests to receive communications of health information from the Plan by alternative means or at alternative locations.

If you want to exercise this right, your request to the Plan must be in writing and you must include a statement that disclosure of all or part of the information could endanger you.

Right To Obtain A Paper Copy Of This Notice From The Plan Upon Request
You have the right to obtain a paper copy of this privacy notice upon request. Even individuals who agreed to receive this notice electronically may request a paper copy at any time.

Your Plan’s Duties
Your Plan is required by law to maintain the privacy of Protected Health Information, to provide participants and beneficiaries with notice of its legal duties and privacy practices, and to notify affected individuals following a breach of unsecured Protected Health Information. This notice is originally effective beginning April 14, 2004, revised as of February 1, 2014 and the Plan is required to comply with the terms of this notice. However, the Plan reserves the right to change its privacy practices and to apply the changes to any Protected Health Information received or maintained by the Plan prior to that date.

If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Plan still maintains Protected Health Information. This revised notice shall be provided by first class mail to a participant or beneficiary’s last known address. Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual’s rights, the duties of your Plan or other privacy practices stated in this notice.

Minimum Necessary Standard
When using or disclosing Protected Health Information or when requesting Protected Health Information from another Covered Entity, the Plan will make reasonable efforts not to use, disclose or request more than the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the
use, disclosure or request, taking into consideration practical and technological limitations. However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual or pursuant to your authorization;
- Disclosures made to the Secretary of the U.S. Department of Health and Human Services;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Plan’s compliance with legal regulations.

Your Right to File a Complaint With the Plan or the HHS Secretary
If you believe that your privacy rights have been violated, you may complain to your Plan in care of the following officer: Privacy Officer, 502 Washington Ave., Suite 500, Towson, MD 21204 or you may call (410) 821-8614.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201. Your Plan will not retaliate against you for filing a complaint.

Additional Information
If you have any questions regarding this notice or the subjects addressed in it, you may contact the following officer: Privacy Officer, 502 Washington Ave., Suite 500, Towson, MD 21204 or you may call (410) 821-8614.

The HIPAA Privacy Rule is set out at 45 Code of Federal Regulations Parts 160 and 164. These regulations and additional information about the HIPAA Privacy Rule are available at http://www.hhs.gov/ocr/hipaa/.
PCF’s policy and practice is to accurately compensate employees and to do so in compliance with all applicable State and Federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your pay statements promptly to identify and to report all errors.

Review Your Pay Statement
We make every effort to ensure PCF employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any necessary corrections as allowed by State and Federal guidelines, which includes recouping past due premiums. Please review your pay statement online through the Employee Self Service site to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below.

Non-exempt Employees
are those employees who are not exempt from the minimum wage and overtime pay provisions of the Fair Labor Standards Act of 1938 and applicable State law.

If you are classified as a non-exempt employee, a record of the total hours you work each day must be maintained. The method by which your time is recorded and verified depends upon the department or location in which you work. On payday, please verify that you were paid correctly for all hours worked in the period, this includes regular and overtime hours, as well as any qualifying travel time.

PCF appreciates hard work and dedication. Due to wage and hour laws, however, you should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and unless that time is recorded and submitted.

Employees are prohibited from performing any “off-the-clock” work, which is defined as work you perform, but do not report on your time record. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination of employment.

It is a violation of PCF’s policy for any employee to falsify a time record, submit a false time record (orally or in writing) or to do so on behalf of another employee. Because of the sensitivity of time recording, unless authorized to do so, it is also against PCF policy to submit or record any time records on behalf of another employee. It is also a serious violation of PCF’s policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee’s time record to under or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to Human Resources. Any manager or employee who falsely reports hours worked will be subject to disciplinary action, up to and including termination of employment.

Exempt Employees
are those employees who are exempt from the Fair Labor Standards Act of 1938 (FLSA) and applicable State law minimum wage and overtime provisions due to the type of duties performed. This includes executives, administrative employees, professional employees, computer employees and those engaged in outside sales as defined by the FLSA and applicable state law.
If you are classified as an exempt salaried employee, you will receive a salary, which is intended to compensate you for all hours you may work for PCF. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work that you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full day absences for personal reasons;
- Full day absences for sickness or disability;
- Full day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave absences (either full or partial day absences);
- To offset amounts received as payment for jury and witness fees or military pay;
- The first or last week of employment in the event you work less than a full week.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k) plan. Additional deductions may include disability, federal spending account, garnishments, or repayment of 401(k) loan.

In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness, disability, jury duty or military leave;
- You will not be denied pay for a holiday if you are absent on the day before or after the holiday;
- Because the facility is closed on a scheduled work day;
- Any other deductions prohibited by State or Federal law.

**To Report Concerns or Obtain More Information**

If you have questions about deductions from your pay, please contact a member of the Payroll team.

If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to your supervisor.

If your supervisor is unavailable, if you have reservations about involving your supervisor, or if you have contacted your supervisor but have not received a prompt and fully acceptable reply, you should immediately contact a member of the Human Resources or the Finance teams, or any other supervisor in the company with whom you feel comfortable.

If you are unsure of whom to contact or if you have not received a satisfactory response within five business days after reporting the incident, please immediately report your concern to the Ethics Hotline at 833-410-0005 for English or 800-216-1288 for Spanish.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, PCF will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company’s investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination of employment.
INCLEMENT WEATHER HOTLINE 888-698-1876

There are several possible scenarios related to business interruptions due to inclement weather or emergencies. The following is PCF’s policy regarding each scenario relative to administrative office locations.

Given the technology-related work tools that exist, many employees’ ability to work remotely and remain productive during a weather-related closure has increased significantly. Work groups should ensure that contingency plans are developed well in advance for their team to ensure maximum productivity during office closures. Managers and supervisors are responsible for submitting time worked and benefit time for their team appropriately and consistent with the following guidelines.

1. The office is open, but closes early due to weather/emergency condition:
   **Exempt and Non Exempt Employees**
   - Employees who are sent home will be paid for the remainder of their scheduled hours for that day.
   - Employees who have the tools, connections and approval of their manager are expected to telecommute, and provided they perform work that day, they will be paid as normal.
   - Employees who do not work because the closure occurs before the start of their shift will be paid for their scheduled hours for that day.

2. The office is open, but employees are absent due to weather/emergency condition:
   **Exempt Employees:**
   - Employees who have the tools, connections and approval of their manager are expected to telecommute, and provided they perform work that day, they will be paid as normal.
   - Employees who do not work are required to use accrued benefit time.
   **Non-exempt Employees:**
   - Employees who have the tools, connections and approval of their manager are expected to telecommute, and provided they perform work that day, they will be paid as normal.
   - Employees who do not work may use accrued benefit time or they will not be paid.

3. The office is open, but employees are late due to weather/emergency condition:
   **Exempt Employees:**
   - Employees will be paid.
   **Non-exempt Employees:**
   Employees will be paid from the time they arrive; the shortfall will be handled in one of the following ways:
   - Employees can make up missed hours within the same work week if the business needs allow and if permitted by State law.
   - Difference may be made-up using available accrued benefit time.
   - Employee will not be paid for the shortfall.

4. The office is not open due to weather/emergency condition:
   **Exempt Employees:**
   - Employees who have the tools, connections and approval of their manager are expected to telecommute, and provided they perform work that day, they will be paid as normal.
   - Employees without the tools or connections to telecommute will be paid.
   **Non-exempt Employees:**
   - Employees who have the tools, connections and approval of their manager are expected to telecommute, and provided they perform work that day, they will be paid as normal.
Employees who do not work:
- may make up missed hours within the same work week if the business needs allow and if permitted by state law
- may use accrued benefit time
- will not be paid

5. The office has a delayed opening due to weather/emergency conditions:

**Exempt Employees:**
- Employees who report for work will be paid
- Employees who do not report to the office or telecommute are required to use accrued benefit time.

**Non-Exempt:**
- Employees who have the tools, connections and approval of their manager are expected to telecommute, and provided they perform work that day, they will be paid as normal.
- Employees that are regularly scheduled to work prior to the time of the office opening, will get paid Manager’s Discretion up to the time of the opening provided they report at the time the office opens, otherwise, they will be paid from the time they punch in.
- Employees who do not report to the office or telecommute, may use accrued benefit time or they will not get paid.

6. The office has a delayed opening and later closes due to weather / emergency conditions. The office will be considered closed:

**Exempt Employees:**
- Employees who have the tools, connections and approval of their manager are expected to telecommute, and provided they perform work that day, they will be paid as normal.
- Employees will be paid.

**Non-Exempt Employees:**
- Employees who have the tools, connections and approval of their manager are expected to telecommute, and provided they perform work that day, they will be paid as normal.
- Employees who arrive to work prior to the closing will be paid for the hours actually worked or in accordance with applicable state law.
- Employees who do not work may use accrued benefit time or they will not be paid.

Notes: - Vacation and Personal Time may be taken in minute increments for non-exempt employees.
- Floating Holidays must be taken in full day increments.
- Sick time is not to be used for weather or emergency situations, unless a doctor’s note is provided.

This policy is the consistent standard that should be utilized.

Several things to keep in mind: (1) “Manager’s Discretion” paid time should not be utilized to make an exception to this policy, (2) time paid per this policy should be coded in Paycom as time worked - not as “Manager’s Discretion” or any other coding, (3) “Manager’s Discretion” shall only be used for Delayed Openings up until the time the office opens, if the employee gets to work and (4) all employees within a site, regardless of department, are governed by the site closure decisions made for that entire site in regards to closing or not closing and the timing of closures.
This policy applies to all employees and active associates working for PCF.

PCF understands that social media, used responsibly, can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world.

Social media is increasingly accessible on a wide variety of platforms and its use presents certain risks and responsibilities, especially as it relates to your association with PCF.

To assist you in making responsible decisions about your use of social media relative to your work at PCF, we have established the following policy to guide appropriate use.

Nothing in this policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

Social Media Defined
In the rapidly expanding world of electronic communication, social media can mean many things.

For the 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 web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with PCF, as well as any other form of electronic communication.

Social Media and Work
- Refrain from using social media while on work time or on PCF equipment, unless it is work-related.
- Do not create a link from your blog, website or other social networking site to any PCF website.
- Do not use PCF email addresses to register on social networks, blogs or other online tools utilized for personal use.

Responsible Personal Conduct
The same principles and guidelines found in PCF’s employee handbook and policies, apply to your activities online. Familiarize yourself with the Standards of Conduct, Business Conduct and Conflict of Interest sections of the PCF Employee Handbook.

You are solely responsible for what you post online and before creating online content, consider some of the risks and rewards that are involved.

Inappropriate Postings
Inappropriate postings will not be tolerated and may subject you to disciplinary action up to and including termination.

Inappropriate postings are those that are maliciously untrue, as well as those that violate existing company policies such as:
- discriminatory remarks
- harassment or
- threats of violence
Post with Honesty, Accuracy & Respect

Be Honest & Accurate
- Before posting, ensure the material is not knowingly false; instead, try to be truthful and accurate when posting information or news.
- If you make a mistake, correct it quickly.
- Be open about any previous posts you have altered. Remember the Internet archives almost everything; therefore, even deleted postings can be searched.
- Never post any information or rumors that you know to be maliciously false about PCF, fellow associates, members, customers, suppliers, and people working on behalf of PCF or competitors.

Disclaimers
- Express only your personal opinions.
- Never represent yourself as a spokesperson for PCF.
- If, from your post in a blog or elsewhere in social media, it is clear you are a PCF employee, or if you mention PCF, or it is reasonably clear you are referring to PCF or a position taken by PCF, and you express a political opinion or an opinion regarding PCF’s positions or actions, the post must specifically note that the opinion expressed is your personal opinion and not PCF’s position. This is necessary to preserve PCF’s good will in the marketplace.

Be Respectful
- Always be fair and courteous to fellow associates, customers, members, suppliers or people who work on behalf of PCF.
- Keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers, your supervisor, Human Resources, or any member of the PCF leadership team, than by posting complaints to a social media outlet.
- If you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, or that might constitute harassment or bullying.

Examples include maliciously offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Maintain Confidentiality
- Maintain the confidentiality of PCF trade secrets and proprietary information consistent with PCF policies.
  - Trades secrets may include information regarding the development of systems, processes, products, know-how and technology.
  - Do not post internal reports, policies, procedures or other internal business-related confidential communications.
  - It is inappropriate to use or disclose personal information (as explained below) about another individual or use or disclose PCF’s confidential or proprietary information in any form of social media.
    - For purposes of this policy, personal information means an individual’s Social Security number, financial account number, driver’s license number, medical information (including family medical history) and other highly sensitive information, as well as, if applicable, information covered by PCF’s written Data Privacy Program.
    - PCF confidential or proprietary information includes but is not limited to internal information regarding PCF’s finances, future business performance and business plans, business and brand strategies, and information which is or relates to PCF trade secrets.
- All PCF rules regarding confidential or proprietary information and personal information, in-
including, as applicable, PCF’s Data Security Protection Policy (found under the Data Privacy section of the Policy and Procedures Page of the intranet), apply in full to social media, such as blogs or social networking sites. For example, any information that cannot be disclosed through a conversation, a note, a letter or an e-mail also cannot be disclosed in a blog. Sharing this type of information, even unintentionally, can potentially result in harm to the individual, harm to PCF’s business, and ultimately you and/or PCF being sued by an individual, other businesses or the government.

**Report Misconduct**

The broad and dynamic scope of social media makes it very difficult to monitor effectively. If you become aware of social media misuse or misconduct as it relates to PCF; please contact your manager or a member of Human Resources.

PCF prohibits taking negative action against any employee or associate for reporting a possible deviation from this policy or for cooperating in an investigation.

Any employee who retaliates against another employee or associate 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.

**Media Contacts**

If you are contacted by a news organization or reporter via social media or any means, you are not authorized to respond on PCF’s behalf. In such cases, all outside inquiries should be directed to the Vice President, Communication & Change Management and/or the Director of Legal Affairs.

*Management reserves the right to make changes or exceptions to this policy at their discretion.*
DATA SECURITY PROTECTION POLICY

Publishers Circulation Fulfillment, Inc. ("PCF" or the "Company") is dedicated to protecting the security and privacy of all individuals Personal Data*.

*Personal Data, also known as Personal Information within the context of this policy, is generally defined as an individual's first name or first initial and last name in combination with his or her address, telephone number, Social Security number, driver’s license number, State ID card, individual tax identification number or financial account number (including credit or debit card account number) that together with password or security code information would permit access to the account or creation of a new account.

Security and Confidentiality

In the ordinary course of its business, and for a variety of legitimate business reasons, the Company may collect and/or store Personal Data about individuals including, but not limited to employees and customers in hard copy or electronic format.

The Company takes measures to safeguard Personal Data through steps such as:

• Ensuring the confidentiality of Personal Information, which may include Social Security Numbers, State ID card, driver’s license, photo identification, home addresses, telephone numbers, etc.
• Prohibiting unlawful or unauthorized disclosure of individual Personal Information;
• Limiting access to personal data, and the circumstances under which that personal data may be accessed;
• Ensuring the proper methods of disposal of Personal Data; and
• Disciplining any employee who violates this policy.

The Company, and every one of its employees with access to an individual's personal data, will maintain the security and confidentiality of every document containing such information. This means, at a minimum, that each area of the Company will maintain all such information in a reasonably secure manner, under lock, if necessary, and that any access to digital files containing all or any part of such personal data will be password protected and/or encrypted.

The Company will ensure that it will not mail any document containing personal data that is visible on, or from, the outside of the mailed article. The Company will not require the disclosure of personal data over the Internet, or any Company intranet, computer system, or network unless the connection is secure or the transmission is encrypted.

The Company restricts access to any document displaying personal data to those with a legitimate business need to access those documents who are acting consistent with Company policy and in accordance with their assigned job tasks. Documents containing an individual's personal data will be disposed of in accordance with the Company’s Record Retention and Destruction Policy and procedures.

Access and Use

Nothing in this policy is intended to modify an employee's right to access their own personnel file, as permitted by the Company’s policies and the law in their respective state for employment with the Company. Nor does this policy prohibit the use of an individual’s personal data where the use is authorized by state or federal statute, rule, regulation, court order, or pursuant to legal discovery or process.

Violations

Violations of this policy will result in disciplinary action up to and including termination of employment. Violators may also be subject to civil and criminal penalties authorized by applicable state or federal law.
Disclosure
Neither the Company nor any of its directors, officers, or other Employees, may disclose Personal Information to an entity, individual or other third party, or allow an entity, individual or other third party to receive or have access to Personal Information unless the Company has taken reasonable steps to (i) verify that such third-party has the capacity to protect such Personal Information in accordance with applicable law, and (ii) ensure that such third party is applying security measures at least as stringent as those required under applicable law. The Global Data Privacy Officer shall determine, in his/her sole discretion, whether reasonable steps have been taken to satisfy the standards above. Such reasonable steps may include one or more of the following:
• Review third-party's data privacy and security program.
• Enter into a stand-alone agreement, or add provisions to the underlying products or services agreement, with such third-party requiring the safeguarding of such information consistent with applicable law.
• Require third-party to execute a certificate satisfactory to the Global Data Privacy Officer that certifies that the third-party maintains a data privacy and security program that complies with applicable law.

Prior to disclosing Personal Information to an entity, individual or other third party, or allowing an entity, individual or other third party to receive or have access to Personal Information, all Employees shall confirm with the Security Officer that the requirements of this policy have been satisfied. If the Employee is unable to obtain such confirmation, he or she may not disclose the Personal Information. After confirming the requirements of this policy have been satisfied, Personal Information may be exchanged with such third-party only as minimally necessary to enable the third-party to provide its products or services consistent with the underlying products and services agreement, consistent with this Program.

Protected Health Information
Notwithstanding any provisions of this Program to the contrary, if the Personal Information at issue includes “protected health information” under HIPAA, the applicable policies and procedures set forth in the Data Privacy and Security Compliance Program, and posted on the Company’s intranet, shall apply, including the requirement that a business associate agreement be entered into, if applicable.

Compliance
From time to time, the Security Officer may monitor or inquire as to the activities of entities, individuals or other third parties with respect to the status of their data privacy and security program and, if applicable, compliance with the terms of the agreements entered into or certificates obtained pursuant to this Data Privacy and Security Compliance Program.

The original fully executed copy of any agreement or certificate obtained pursuant to this policy shall be maintained pursuant to the Company’s Record Retention and Destruction Policy.

Data Breach Notification
To protect individuals if there is an unauthorized access or acquisition of their personal information (“breach”), PCF may be required to notify individuals whose personal information (which could include SSNs, among other items) is breached under certain circumstances. Such notification guidelines are contained in the PCF Breach Notification Policy. Notification to designated federal and state agencies, such as the Attorney General's office and/or the police, may also be required. These notification requirements, (not to mention the potential negative press and Human Resources issues relating to a breach) underscore the need to focus on privacy and security measures and safeguards, especially for electronically maintained personal information, such as drivers’ license numbers and bank account numbers.

Additional Information
If you have any questions regarding this notice or the subjects addressed in it, you may contact the following officer: Security Officer, 502 Washington Ave., Suite 500, Towson, MD 21204 or you may call (410) 821-8614.
# LOA / FMLA USE OF PAID BENEFIT TIME

<table>
<thead>
<tr>
<th>Scenario:</th>
<th>Benefit Time Usage:</th>
</tr>
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</table>
| If employee is receiving Worker’s Compensation | ▪ Employee cannot use benefit time to supplement compensation under Worker’s Compensation.  
▪ Employee may choose to use paid benefit time prior to eligibility for Worker’s Compensation. |
| For employee's own disability unrelated to Worker's Compensation | Employee is eligible and applies for disability insurance. |
| If employee is not eligible for disability insurance (might include intermittent FMLA or part-time employees) or chooses not to apply for disability insurance. | ▪ Employee must first use and exhaust all accrued sick leave before being compensated under disability insurance.  
▪ At the exhaustion of the short-term disability insurance benefits, employee may then elect to use available accrued vacation, and/or other paid leave time or be compensated under long term disability.  
▪ Employee cannot use benefit time to supplement compensation under disability insurance.  
▪ Employees working in NJ can apply for NJ State Disability Benefits concurrent with using short-term disability insurance benefits.* |
| For a family member’s disability in NY State under the NY Paid Family Leave* | If leave runs concurrent with FMLA, Employee must use any accrued sick leave for the first 2 weeks of leave and may then elect to use any paid benefit time they have available or apply for NYPFL benefits.  
Employee may choose to use their paid benefit time concurrent with NYPFL benefits in order to receive their full pay.  
If leave is not also FMLA, Employee may choose to use paid benefit time, but is not required to do so. Employee can choose to only use NYPFL benefits.  
Employee may choose to use their paid benefit time concurrent with NYPFL benefits in order to receive their full pay. |
| For a family member’s disability in NJ under the NJ Family Leave Act* | Employee must use any accrued sick leave for the first 2 weeks of leave and may then elect to use any paid benefit time they have available.  
Employee may apply for NJ FLA Benefits concurrent with using paid time off, if available. |
<table>
<thead>
<tr>
<th><strong>PERSONAL</strong></th>
<th>Employee must use and exhaust all accrued vacation, Floating Holidays and Personal Days before taking unpaid leave; Employees may only use sick leave if the need for leave is a health related event.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MILITARY</strong></td>
<td>Employee may elect to use vacation, Floating Holidays and Personal Days before taking unpaid leave; Employees may not use sick leave.</td>
</tr>
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</table>
FEDERAL FAMILY AND MEDICAL LEAVE POLICY

Employees may be eligible for family and medical leave under the Federal Family and Medical Leave Act (FMLA). Whenever permissible by law, PCF will run FMLA leave concurrently with any other leave provided under state or local law. The following provides a brief description of your FMLA rights and obligations.

Employees Eligible for Leave
To be eligible for FMLA leave, employees must: (1) have been employed at least 12 months with the Company (which need not be consecutive); (2) have been employed by the Company for at least 1,250 hours of service during the 12 months immediately preceding commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Basic FMLA Leave Entitlement
Eligible employees may receive up to twelve (12) weeks of FMLA leave during a 12 month period. PCF will calculate the 12 month period on a rolling basis. Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin.

Leave may be taken for one of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son, daughter or parent who has a serious health condition;
- For the employee’s own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job; and/or
- Because of any qualifying exigency arising out of the fact that an employee’s spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the essential functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Additional Military Family Leave Entitlement under the FMLA (Injured Service Member Leave)
Under the FMLA, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. FMLA leave to care for a service member shall only be available during a single 12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A “covered service member” is a current member of the Armed Forces (including the Reserves and National
Guard) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. Covered service members also includes a veteran who is discharged or released from military service under condition other than dishonorable at any time during the 5 year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

The FMLA definitions of a “serious injury or illness for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

**Required Employee Notice Concerning Need For Leave**

To trigger FMLA leave protections, employees must inform Human Resources as soon as possible of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Calling in “sick,” without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying. If employees fail to explain the reasons for leave, the leave may be denied. Employees must provide 30 days advance notice of the need to take leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees, who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have leave delayed or denied. Employees must also follow the Company's usual and customary notice and procedural requirements when requesting FMLA leave, absent unusual circumstances. If employees fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA leave may be delayed or denied. Additionally, when planning medical treatment, you must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations.

**Required Certifications Support Leave Requests**

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days’ notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

If PCF has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, PCF may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

For employees seeking leave due to qualifying exigencies of a covered military members, PCF may require employees to provide: 1) a copy of the covered military member’s active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested.
Depending on the circumstances and duration of FMLA leave, PCF may require employees to provide recertification of medical conditions giving rise to the need for leave. In all cases, the Company may request recertification of a medical condition every six months in connection with an employee's absence. PCF also may request certification in less than 30 days, or before the minimum duration of the condition has elapsed, if: a) employees request extensions of leaves; b) circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications, etc.); or c) the Company receives information casting doubt upon an employee's stated reason for the absence or the continuing validity of a certification.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information under this policy. “Genetic information” as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

**Intermittent Leave and Reduced Leave Schedules**

Employees may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member or for qualifying exigency leave. When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, PCF may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

**Benefits During Leave**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless PCF notifies employees of other arrangements, whenever employees are receiving pay from PCF during FMLA leave, PCF will deduct the employee portion of the group health plan premium from the employee’s paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium to PCF, Corporate Benefits, 502 Washington Avenue, 5th Floor, Towson, MD 21204. Pre-payment of benefit premiums is acceptable. If an employee does not return to work within 30 calendar days at the end of the leave period (unless the employee cannot return to work because of a serious health condition or other circumstances beyond his/her control) the employee will be required to reimburse PCF for the cost of the premiums the Company paid for maintaining coverage during the employee's unpaid FMLA leave.

PCF’s obligation to maintain health and dental care coverage ceases if an employee’s premium payment is more than 30 days late. If an employee’s payment is more than 15 days late, PCF will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. Failure to make timely payments following such notices may result in a cancellation of your health and dental care coverage. The employee will be offered COBRA if otherwise eligible.

Employees on a leave may be subject to certain restrictions on their seeking and/or obtaining full or part-time work for another employer during the leave. If you intend to seek or continue working for another employer during leave, please contact Human Resources.
Use of Accrued Paid Time During Leave
For leave due to their own serious health condition, employees must use any accrued paid sick time while taking unpaid leave and then may elect to take any other accrued paid time. For leave due to a family member’s serious health condition, employees must use any accrued paid sick time for the first two weeks of leave and then may elect to use any accrued paid time they have available. The use of accrued paid time during FMLA leave does not extent the length of such leave and shall run concurrently with an employee's FMLA leave entitlement. However, seniority and other employment benefits will not accrue during any such leave. You will, of course, retain any benefits you had earned, including seniority, prior to the beginning of your leave. In addition, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers’ compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA leave entitlement.

Special Leave Rules for Highly Compensated Employees
Certain highly compensated employees may not be reinstated to work when they are ready to return to work. Employees who qualify as highly compensated employees will be so advised at the time they request leave and their options will be explained.

Job Restoration Following Leave
Unless notified that providing such certifications is not necessary, an employee returning to work from FMLA leaves that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide PCF medical certification confirming the employee is able to return to work and the employee’s ability to perform the essential functions of the employee’s position, with or without reasonable accommodation. PCF may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification.

Upon return from a leave, you will be reinstated to your original or to an equivalent position, with equivalent pay, benefits and other terms of employment. PCF cannot guarantee that the position will be at the same office/depot however we will return you to an equivalent position at another office/depot.

Questions and/or Complaints about FMLA Leave
If you have questions regarding this policy, please contact Human Resources. PCF is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact the Human Resources Department immediately. PCF will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.
DOMESTIC VIOLENCE LEAVE OF ABSENCE POLICY

Employees who have worked for the Company for 3 months or longer may be granted up to 3 days of unpaid leave in any 12 month period if the employee or a family or household member of an employee is the victim of domestic violence.

This leave may be used to:
1. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
2. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
3. Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
4. Make your home secure from the perpetrator or the domestic violence or to seek new housing to escape the perpetrator; or
5. Seek legal assistance in addressing issues arising from the act of domestic violence.

“Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Procedure
Except in cases of eminent danger to the health or safety to you or your family or household member, you must provide appropriate advance notice (typically, at least 10 days) of the need for leave along with sufficient documentation of the act of domestic violence. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc. Your request for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.
This policy is applicable to all PCF end users with access to networks, computers, electronic, voice and data communications, regardless if that equipment is company owned or owned by the individual.

PCF may approve certain personal devices for use to access certain Information Systems. For the purpose of this policy, these will be referred to as Bring Your Own Device (BYOD).

This policy applies equally to contractors granted access to PCF information systems.

PCF has established specific procedures and guidelines applying to all Information Systems including those accessed on or from Company premises, accessed using Company equipment or via personal equipment using Company paid access methods (including, but not limited to, PCF’s servers or electronic network), or used in a manner that identifies the individual with the Company.

Additionally, these procedures are intended to establish administrative, physical and technical safeguards as required under the Company’s Data Privacy Program, a program consisting of various policies which are designed to protect the privacy and security of Personal Data*.

The procedures are also intended to assist employees in their compliance steps under the Data Security Protection Policy, giving more detailed guidance regarding what employees must do to ensure Publishers Circulation Fulfillment, Inc. and its subsidiaries and affiliates comply with their obligations under applicable laws and regulations concerning the privacy and security of personal information. This policy is found under the Data Privacy section on the Policies and Procedure page of the PCF intranet.

This Acceptable Communications Use and Monitoring Policy is a part of the PCF Data Privacy Program.

*Personal Data and Personal Information are used interchangeably in this policy and generally defined as an individual’s first name or first initial and last name in combination with certain data elements such as his or her Social Security number, driver’s license number, State ID card, individual tax identification number or financial account number (including credit or debit card account number) that together with password or security code information would permit access to the account or set-up of a new account.

Information Systems Defined
For the purposes of this policy, the term “Information Systems” or “Information and Communications Systems” refers to the Company’s:
- Electronic networks
- Computer equipment & hardware
- Telecommunication networks
- Electronic devices
- Electronic communications
- Telecommunications equipment licensed, owned or leased by or to the Company (however structured, including wireless)

Including, without limitations:
- Servers
- Computers
- Software, software accessories
- Laptops, handheld computers
- PDAs, ipads, tablets
- Mobile messaging and other telephones
General Standards:

Personal Data

If Personal Information/Data must be transmitted, the following shall apply regardless of equipment used:

a. Emails containing Personal Information shall be maintained within the Information Systems.

b. Emails containing Personal Information are not to be transmitted to an email address outside the PCF Outlook network. If you must transmit Personal Information outside the PCF Information Systems, please contact a member of the Data Privacy Compliance Team for instructions to send such a transmission. (The Data Privacy Compliance Team members can be found under the Data Privacy section on the Policies and Procedure section of the PCF intranet.) If your position requires Personal Data to be transmitted to an authorized, outside source on a regular basis, please contact a member of the Information Services team to receive encryption instructions or software.

c. Documents containing Personal Information attached to emails must be encrypted or password protected.

d. When attachments contain Personal Information, recipients should NEVER “Reply with attachment” in order to limit the number of emails containing Personal Information.

e. Attachments with Personal Information should not be removed from the Information Systems and stored on an individual’s local PCF or personal equipment. Such attachments should be stored in the appropriate PCF-designated shared folder, which shall be password protected or secured with limited access. Unless otherwise directed by a PCF litigation preservation notice, all other emails and documents containing Personal Information should be promptly deleted from your Outlook mailbox and Deleted Files folder.

f. Screen shots and embedded images containing Personal Information are prohibited.

g. Recipients of emails containing Personal Information should be limited and on a “need to know basis” only.

h. Copying and printing of emails and/or attachments containing Personal Data as defined above is prohibited except as necessary and appropriate to achieve a specific PCF business purpose.

i. You must protect unattended equipment from unauthorized access. For example, workstations should be locked when unattended and active login sessions should be terminated when completed. All laptop computers must be stored in a secure place. Computers and computer equipment may not be taken from the premises without approval of the PCF Data Compliance Team.

j. The following disclaimer shall appear on all Outlook Network Login users’ screens or Outlook Web Access after an employee has logged on to their computer or Outlook Web Mail:
Our Information Systems, which includes without limitation PCF computers and/or access to the company’s networks, are the private property of Publishers Circulation Fulfillment, Inc. (PCF). You are authorized to use PCF Information Systems only in your role as an employee of PCF and only to the extent necessary and appropriate to carry out your assigned responsibilities. Your use of the Information Systems is at all times subject to all PCF policies and procedures including, without limitation, PCF’s Electronic Communications and Data Privacy Policies ("Policies").

PCF Electronic communications, such as e-mail and voicemail messages and any attached files, may include confidential information and/or personal information, protected health information or other information subject to protections under federal and state law, as well as physician-patient, attorney-client work product, or other privileges. This information also may be subject to PCF’s Policies which limit among other things when emails containing such information may be used and disclosed. Sending messages in violation of PCF’s Policies may subject you to discipline, up to and including termination of employment.

Users (authorized or unauthorized) have no explicit or implicit expectation of privacy when accessing PCF Information Systems. Any or all access or uses of PCF’s Information Systems and all files, documents, records, and data on the Information Systems may be accessed, monitored, recorded, copied, audited, inspected, or disclosed to your employer, government and law enforcement personnel, as well as authorized officials of government agencies, both domestic and foreign. This includes websites you visit and copies of communications made via personal web-based email accounts. Unauthorized or improper access to or use of the Information Systems may result in civil and criminal penalties and administrative or disciplinary action including termination of employment. By continuing to access or use any part of the Information Systems you indicate your awareness of and consent to these terms and conditions of use. LOG OFF IMMEDIATELY if you do not agree to the conditions stated and referenced to in this IMPORTANT NOTICE.

If you have any questions about this IMPORTANT NOTICE, please contact 410-832-5010.

Personal Use

Information Systems users are permitted incidental personal use of the Internet, email and the PCF network provided such use is minimal and does not interfere with the execution of a user’s job responsibilities, job performance, consume system resources or storage capacity, include large file transfers or violate other policies, including, but not limited to, the Company’s policy prohibiting harassment and discrimination in the workplace.

Commercial solicitations such as advertisements for the employee’s or another’s business (Avon products, professional services, etc.) or other organizations which would permit commercial gain by the employee.

Global or group electronic communications are prohibited unless they are for a legitimate Company business purpose.

Individual departments may, at their discretion, implement more stringent restrictions on Internet use based on work load/conditions and efficient use of network resources. However, individual departments are NOT permitted to implement restrictions which are less stringent or counter to the restrictions contained in this policy.

Any additional or modified restrictions should be approved by the Data Privacy Compliance and Human Resources teams.

PCF assumes no liability for loss, damage, destruction, alteration, disclosure or misuse of any personal data or communications transmitted over or stored on the Information Systems. PCF accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any
personal data stored on the Information Systems. PCF strongly discourages employees from storing any personal data on the Information Systems.

**General Prohibited Use**

In addition to specific compliance requirements surrounding Personal Data, other prohibited uses of PCF Information Systems include, but are not limited to:

1. Any unlawful, fraudulent or malicious endeavor including violation of copyright laws.
2. Sending, forwarding, displaying, or storing threatening, obscene, discriminatory or defamatory messages.*
   *This provision is not meant to limit an employee's lawful rights under whistleblower statutes. Similarly, this provision is not meant to prohibit or limit employee's ability to discuss the terms and the conditions of their employment freely and without fear of retaliation.
3. Monitoring the files (voice/data) or electronic communications of others except by those authorized by PCF to enforce this policy.
4. Obtaining or granting unauthorized access to any computer system or network.
5. Peer to Peer file sharing (P2P) programs such as, but not limited to LimeWire, BearShare, eDonkey and BitTorrent; high bandwidth applications such as streaming audio and video (video on demand, video posting sites such as YouTube.com, Internet radio station content), Facebook, My Space, Tweets, or any other social networking site, unless pre-approved by an authorized PCF IS representative.
6. Using another user’s login or password, except as specifically authorized by PCF.
7. Testing, breaching, monitoring the security or otherwise auditing the Information Systems.
8. Distributing or storing chain letters, sexually oriented or pornographic jokes, solicitations, offers to buy or sell goods, or other non-business material of a trivial or frivolous nature.
9. Modifying or altering the Operating System, software, hardware and settings of a workstation or group.

**Approved Software**

Only PCF approved software may be used on PCF’s Information Systems.

Users are prohibited from downloading and/or installing any software on PCF Information Systems that is not approved and supported by PCF.

PCF actively cooperates with software producers in reporting violations of copyright law. Anyone who loads illegal copies of software onto the Information Systems or who makes illegal copies may face prosecution.

BYOD equipment is subject to the PCF Bring Your Own Device Policy & Agreement.

**Approved Hardware**

Only PCF approved hardware may be connected to other PCF Information Systems.

**Authentication**

All Information Systems use will be authenticated with username and password. Users are responsible, and will be held accountable, for actions taken on computing systems under their assigned user ID. As noted above, sharing of passwords is prohibited.

**Dual Connections**

Dual connections to computers on the PCF Information Systems are not permitted.

For the purpose of this policy a dual connection is defined as a computer connected to the PCF Information Systems while connected to any of the following: a cellular broadband connection; a cellular or a dial-up modem; any network via Wi-Fi, Bluetooth or IRDA wireless signal; any PDA device that has modem or wireless capability, or any other remote access technology.
Wi-Fi, Bluetooth and IRDA wireless use are considered a network connection and may be used only when approved wired network connections are unavailable or impractical and should be turned off when not specifically in use.

**Electronic Communications**

**Users (authorized or unauthorized) should have no implicit expectation of privacy in anything that they access, view, create, store, transmit, or receive on or through PCF’s Information Systems, including PCF communication systems downloaded onto BYOD equipment.**

Any or all access or uses of PCF’s Information Systems and all files, documents, records, and data on the Information Systems may be accessed, monitored, recorded, copied, audited, inspected, or disclosed to your employer, government and law enforcement personnel, as well as authorized officials of government agencies, both domestic and foreign.

This includes websites you visit and copies of communications made via personal web-based email accounts.

Unauthorized or improper access to or use of the Information Systems may result in civil and criminal penalties and administrative or disciplinary action including termination of employment.

Use of passwords to gain access to the Information Systems does not mean that you should have any expectation of privacy in the material that you access, view, create, transmit, store or receive via or on the Information Systems. PCF has the ability to permit IT and other personnel access to all activity on the Information Systems, including without limitation all information and materials accessed, viewed, created, stored on or transmitted through its Information Systems regardless of whether the information or material has been encoded with an individual’s password. Further, data may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by a User. Because PCF periodically backs-up all files and messages, and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased.

**Electronic Monitoring**

PCF may periodically and randomly access, review, monitor, inspect, retrieve, print: phone conversations, voicemail messages, e-mails sent and received, internet usage, computer usage, and aircard usage while using the PCF Information Systems.

The Company reserves the right, at its discretion, to conduct other types of electronic monitoring not identified above, and without advance notice, including but not limited to, when:

1. It’s necessary for security purposes in public areas
2. PCF reasonably believes an employee or employees are violating the law, the Company policy, the legal rights of PCF or its employees
3. PCF reasonably believes an employee or employees are creating a hostile work environment.

*Any violation of this policy including, but not limited to the unauthorized use or over-use of PCF Information Systems, as well as noncompliance with Personal Data requirements, may result in discipline, up to and including termination. Employees engaged in defamatory, illegal, or fraudulent activities or who otherwise misuse the PCF Information Systems may be subject to disciplinary action, up to and including termination of employment and prosecution.*
Safe Workplace Policy
PCF has implemented the following Safe Workplace Policy to prevent the possibility of violence in our workplace.

PCF strictly prohibits threatened or actual violence in the workplace. This includes, but is not limited to, the following types of behavior:

- Threatening, intimidating, abusive, harassing, or violent behavior whether it is verbal, written, or physical toward others, including co-workers, customers, IC’s, suppliers, and visitors to PCF’s premises;
- Physically fighting, including pushing, shoving, slapping and punching, on company premises, while operating company vehicles or while conducting company business;
- Possessing firearms, explosives, or other weapons that are intended by their design or function to inflict fatal injury. Except where otherwise provided and in accordance with state-by-state legislation, this prohibition is in force anywhere on company property, including company vehicles and private vehicles on company property, or while conducting company business. PCF’s position on weapons in the workplace is also posted at each PCF-leased or owned facility;
- Willfully destroying company property or the property of others engaged in company business; and
- Engaging in acts of sabotage designed to damage the effectiveness of PCF or any individual associated with it.

PCF requires all associates to report all threats or acts of aggression and violence in accordance with this Policy. No adverse action will be taken against anyone who, in good faith and on the basis of reasonable belief, makes such a report or cooperates in an investigation in accordance with this policy.

If an investigation substantiates that a violation of this Policy has occurred, PCF will take appropriate corrective action, which may involve discipline of the perpetrator, up to and including immediate suspension, or termination of employment.

Zero Tolerance Policy
Any intentional act of intimidation, threat of violence, or act of violence committed against any person or to the property of another while on PCF property is prohibited.

Act(s) of intimidation (Implied threat) - Any willful act/behavior directed toward another person, the result of which causes the other person to reasonably fear for his/her safety or the safety of others.

 Threat(s) of violence (Actual threat) – Any willful act/behavior directed toward another person which threatens the other person or which threatens damage to the property of another, under such circumstances that would cause the other person to reasonably fear for his/her safety, the safety of others or damage to said property.

Act(s) of violence - Any willful act/behavior committed against another person or the property of another, the result of which causes bodily injury, however slight, to the other person or damage to the property of another.

In an effort to fulfill this commitment of a safe work environment for associates, and business invitees such as IC’s, customers, and visitors, a few simple rules have been created. These are:
Access to the company’s property is limited to those with a legitimate business interest.

All associates entering the property must display company identification.

No person shall possess or have control of any firearm, deadly weapon, prohibited knife or explosive device while on PCF property except as required in the lawful course of business and under applicable state law.

Any PCF associate (non-supervisor, non-manager) who is the subject of, or a witness to, a suspected violation of this policy shall report the violation to the next-in-line supervisor who is not a party to the violation. Any emergency, perceived emergency, or suspected criminal behavior shall be immediately reported to the local police department.

Any PCF supervisor, manager, or person in authority who is the subject of, a witness to, or who receives a report of a suspected violation of this policy shall document, investigate and report the suspected violation to the appropriate authority.

Any PCF associate found to be in violation of this policy shall be subject to disciplinary action, up to and including termination of employment pursuant to applicable personnel policies and may be referred to the authorities for prosecution under the appropriate criminal statutes.

Weapons in the Workplace
Publishers Circulation Fulfillment, Inc. strives to foster a work environment that is free of fear, intimidation, and violence.

In order to maintain a safe working environment, the possession of any type of weapon, including a firearm, switchblade knife, dangerous chemical, explosive, chain, or other object or any facsimile of the above named articles that could be used for the purpose of injuring and/or intimidating someone is prohibited on company premises, in company parking lots, company cars, and any other location while on company related business, unless otherwise provided and in accordance with state-by-state legislation.

Violation of this policy will result in disciplinary action up to and including termination.

Anyone observed carrying a weapon should be reported to the Manager of the facility or the Manager’s designee immediately. DO NOT confront, challenge or become argumentative with a person carrying a weapon. The Manager, in conjunction with the Human Resources Department, will handle all matters regarding weapons.

Where there is an immediate or perceived threat, contact the law enforcement agency serving that facility immediately.

Any incident involving a weapon should be reported to your manager or your Human Resources representative immediately, who will work in conjunction with the appropriate local authorities.
Purpose
To outline the responsibility and governance of employees who drive to conduct company business.

Summary
Our name and reputation ride with each driver of a vehicle – company issued or personal – that is used for company business. Common sense, good judgment, road courtesy, and proper vehicle maintenance are the responsibilities of all drivers. Since driving is a major activity in our business, preventing personal injury, property damage and vehicle accidents demand the same interest and concern as business procedures relating to quality, volume and cost of operations.

Driver Requirements
Drivers for company business must maintain a valid driver's license in their state of residence.

Drivers for company business must provide a copy of their driving record prior to employment and periodically upon request.

Upon review of an employee's Motor Vehicle Driving Record, moving violations are evaluated against criteria set in conjunction with our insurance company. An unsatisfactory evaluation may result in remedial action or termination of employment.

Personal Vehicle Requirements*
Auto insurance on an employee’s personal vehicle used for company business must meet the following minimum insurance requirements:
• Bodily injury per person: $100,000
• Bodily injury per occurrence: $300,000
• Property Damage: $50,000
OR
A combined, single limit of liability: $300,000

Drivers using their personal vehicle for company business must provide a copy of their auto insurance page(s) prior to employment and periodically upon request.

The page must show:
• Employee/Driver's name
• Policy number
• Coverage
• Expiration date

*Drivers assigned a company vehicle are covered by PCF provided insurance; see Automobile Policy for PCF Fleet Drivers.

Incidents/Violations
Employees who drive to conduct company business are subject to corrective action, up to and including termination, if any of the following occurs:
• One or more incidents of reckless driving or driving while intoxicated within a three year period.
• Two or more at-fault accidents within a three year period.
• One at-fault accident and moving violation within a one year period.
• Two moving violations within a one year period.
• Any other conduct that exhibits unsafe driving habits.
PCF will not hire any applicant or will terminate any employee if any one of the following occurs:

- Capital violations, such as homicide or assault with a motor vehicle.
- Driving while intoxicated and/or under the influence of drugs while on company business.
- Two or more incidents of driving while intoxicated and/or under the influence of drugs while not on company business.
- Two or more incidents of reckless driving.
- Hit and run or negligent homicide.
- Three or more at-fault accidents during a three year period.
- Frequent history of moving violations.
- Any other conduct that exhibits unsafe driving habits.
- Driver’s license suspended or revoked.

Accidents

All accidents that occur on company time or company property must be reported to the driver’s immediate supervisor within 24 hours of the accident.

Accidents involving a company provided vehicle must be reported in accordance with the *Automobile Policy for PCF Fleet Drivers*. 
## STATE AND CITY SPECIFIC MANDATES

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Under the California Family Rights Act ("CFRA"), you are eligible to take up to 12 weeks of unpaid family/medical leave within any 12 month period and be restored to the same or a comparable position upon your return from leave provided you have (1) worked for the Company for at least California employees receiving State Disability Insurance or Paid Family Leave benefits from the State of California are not considered to be on an unpaid leave. Vacation or sick leave (as may be appropriate) may be substituted only during the unpaid waiting period or after PFL benefits have been exhausted. 12 months, and for at least 1250 hours in the last 12 months and (2) are employed at a worksite that has 50 or more employees within 75 miles. The twelve month period in which you may take 12 weeks of leave will be measured as a “rolling” 12 month period dating back from the time you request leave.

Where CFRA leave also qualifies as leave under the Family Medical Leave Act ("FMLA"), the time off will be designated as both FMLA and CFRA leave and the leave time will run concurrently. See the FMLA policy for more information.

**Reasons For Leave**
You may take family/medical leave for any of the following reasons: (1) the birth of a child and in order to care for or bond with such child; (2) the placement of a child with you for adoption or foster care and in order to care for or bond with the newly placed child; (3) to care for a spouse, domestic partner, child, or parent ("covered relation") with a serious health condition; or (4) because of your own serious health condition which renders you unable to perform an essential function of your position. Leave because of reasons “1” or “2” must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses employed by the Company who request leave because of reasons “1” or “2” may only take a combined total of 12 weeks leave during any 12-month period.

**Notice Of Leave**
If your need for family/medical leave is foreseeable, you must give the Company at least 30 days prior notice, preferably written. If this is not possible, you must at least give notice as soon as practicable (generally within one to two business days of learning of your need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, if you are planning a medical treatment you must consult with the Company first regarding the dates of such treatment. Where the need for leave is not foreseeable, you should notify the Company as soon as possible and practical.

**Medical Certification**
If you are requesting leave because of your own or a covered relation's serious health condition, you must provide appropriate medical certification from the relevant health care provider within 15 calendar days after you request leave, if practicable. You may obtain Medical Certification forms from the Human Resources department. If you provide at least 30 days’ notice of medical leave, you should provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may be grounds for delay of leave.

The Company, at its expense, may require an examination by a second health care provider designated by the Company, if it reasonably doubts the medical certification you initially provide for your own serious health condition. If the second health care provider’s opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

The Company may require subsequent medical re-certification at the expiration of your previous certification.
when an original certification expires and additional leave is requested. Failure to provide requested re-certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

**Leave Is Unpaid**

Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, accrued vacation time or personal time will first be substituted for unpaid family/medical leave. If you request leave for a pregnancy related disability, you may use accrued vacation time if you desire. However, if you request leave because of your own serious health condition, including any pregnancy related disabilities, you are required to substitute any accrued sick leave for unpaid family/medical leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in you receiving more than 100% of your salary.

For the first 12 weeks of an approved family/medical leave, the Company will maintain your health benefits as if you continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium by sending a check to the Benefits Department at the Corporate Office. Your health care coverage will cease if your premium payment is more than 30 days late. If your payment is more than 30 days late, we will send you a letter to this effect. If we do not receive your premium within 15 days of this letter, your coverage may cease. If you elect not to return to work for at least 30 calendar days at the end of the leave period, you will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

**Exemption For Highly Compensated Employees**

Highly compensated employees (i.e., highest paid 10% of salaried employees within 75 miles of the employee’s worksite) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial and grievous economic injury to the Company. This fact-specific determination will be made by the Company on a case-by-case basis. The Company will notify you if you qualify as a “highly compensated” employee, if the Company intends to deny reinstatement, and of your rights in such instances.

**Intermittent & Reduced Schedule Leave**

Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. Eligible employees are also eligible for intermittent leave for to care for or bond with a newborn or newly placed foster or adopted child. For bonding purposes, the basic minimum leave duration is two weeks, except on two occasions where it can be for less than two weeks.

If leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

**Returning From Leave**

If you take leave because of your own serious health condition, (except if you are taking intermittent leave) you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Human Resources department. Employees failing to provide the Return to Work Medical Certification form will not be permitted to resume work until it is provided.
No Work While On Leave
Taking another job while on Family/Medical Leave or any other authorized leave of absence will be interpreted as voluntary termination.

Definitions
For the purposes of this policy, the following definitions apply:

- **“Spouse”** means a partner in marriage as defined in Family Code Section 300.
- **“Parent”** includes biological, foster, adoptive, stepparents or a legal guardian or other person who stood in loco parentis to the employee when the employee was a child, but does not include parents in-law.
- **“Child”** includes biological, adopted, foster children, stepchildren, legal wards, and other persons for whom you act in the capacity of a parent and who is either under 18 years of age or over 18 years of age but incapable of caring for themselves because of a physical or mental disability.
- **“Domestic Partner”** means two adults who have established a domestic partnership in accordance with the requirements of California law, as explained below:

A domestic partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and, at the time of filing, all of the following requirements are met:

- Both persons have a common residence;
- Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity;
- The two persons are not related by blood in a way that would prevent them from being married to each other in this state;
- Both persons are at least 18 years of age;
- Either of the following:
  - Both persons are members of the same sex.
  - One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals.

Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62; and both persons are capable of consenting to the domestic partnership.

“Have a common residence” means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.

“Serious Health Conditions” means an illness, injury, impairment, or physical or mental condition which involves: (1) “Inpatient care,” meaning an overnight stay in a hospital, hospice or residential care facility, including any period of “incapacity” or any subsequent “treatment” in connection with such inpatient care; or (2) “Continuing treatment” by a “health care provider,” meaning an incapacity of more than three consecutive calendar days; and (3) two or more treatments by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders or referral of a health care provider; or one treatment by a health care provider which results in a “regimen of continuing treatment” under the supervision of the health care provider (e.g., prescription medication). Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider during the absence and even if the absence is less than three days: e.g., morning sickness); or any period of incapacity because of a “chronic serious condition” (even without treatment by a health care provider during the absence and even if the absence is less than three days: e.g., asthma attack, migraine headaches, etc.; or any period of absence to receive multiple treatments by health care providers or provider of health care services (under order or referral of a health care provider) for reconstructive
surgery after an accident, injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days if untreated: e.g., cancer (chemotherapy); severe arthritis (physical therapy), kidney disease (dialysis).

“Continuing treatment” means: (1) two or more treatments by a health care provider; (2) two or more treatments by a provider of health care services (e.g., physical therapist) on referral by or under orders of a health care provider; (3) at least one treatment by a health care provider which results in a regimen of continuing treatment under the supervision of the health care provider (e.g., a program of medication or therapy); or (4) under the supervision of, although not actively treated by, a health care provider for a serious long-term or chronic condition or disability which can not be cured (e.g., Alzheimer’s or severe stroke).

“Health care provider” means: (1) an MD or OD licensed by the State (or country in which he/she practice; (2) podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice under the State law; (3) nurse practitioners and nurse-midwives authorized under State law; (4) Christian Science practitioners (may be required to submit to second or third certification through examination - not treatment of a health care provider); (5) certified social workers; (6) A health care provider also includes a health care provider who practices in a foreign country in accordance with the laws of that country and; (7) any other health care provider from whom the employer or the employee’s group health plan benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

“Needed to care for” a family member encompasses: (1) physical and psychological care of a child, spouse or parent with a serous health condition; and (2) where the employee is needed to fill in for others providing care or to arrange for third party care of a child, spouse or parent who is receiving inpatient or home care. The phrase “unable to perform the functions of his/her job” means an employee is: (1) unable to work at all; or (2) unable to perform any one of the essential functions of his/her position at the time notice is given or leave commenced, whichever is earlier. The term “essential functions” is borrowed from the Americans with Disabilities Act (“ADA”) to mean “the fundamental job duties of the employment position,” but does not include the marginal functions of the position.
If you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. In addition, if it is medically advisable for you to take intermittent leave or work a reduced schedule, the Company may require you to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical condition up to four months (or 88 workdays for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time, but can be taken on an as needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by your PDL.
- Generally, we treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You are required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer. The certification should include:
  - The date on which you became disabled due to pregnancy or the date of the medical advisability for a transfer;
  - the probable duration of the period(s) of disability or the period(s) for the advisability of a transfer; and,
  - a statement that, due to the disability, you are either unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself or to other persons; or a statement that, due to your pregnancy, a transfer to a less strenuous or hazardous position or duties is medically advisable.

As a condition of your return from pregnancy disability leave, or transfer, the Company requires you to obtain a release to return to work from your health care provider stating that you are able to resume your original job duties with or without reasonable accommodation.

- At your option, you can use any accrued vacation time or other accrued paid time off as part of your PDL before taking the remainder of your leave on an unpaid basis. We require, however, that you use any available sick leave during your PDL. The substitution of any paid leave will not extend the duration of your PDL.
- We encourage you to contact the California Employment Development Department regarding your eligibility for State disability insurance for the unpaid portion of your leave.
- If you do not return to work on the originally scheduled return date nor request in advance an extension of the agreed upon leave with appropriate medical documentation, you will be deemed to have voluntarily terminated your employment with the Company. Failure to notify the Company of your ability to return to work when it occurs, or your continued absence from work because your leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of your employment with the Company, unless you are entitled to Family Leave.
- Upon your return from a covered PDL, you will be reinstated to your same position in most instances.
- Taking a PDL may impact certain of your benefits. If you want more information regarding your eligibility for a leave and the impact of the leave on your benefits, please contact the Benefits department at the Corporate Office.

Any request for leave after your disability has ended will be treated as a request for family care leave under the California Family Rights Act and the Federal Family Medical Leave Act, if you are eligible for that type of leave. Please refer to the Family and Medical Leave Policy.
CALIFORNIA PAID FAMILY LEAVE INSURANCE BENEFITS POLICY

An employee who is off work to care for a child, spouse, parent, or registered domestic partner with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California “Paid Family Leave” (“PFL”) program, which is administered by the Employment Development Department (“EDD”). PFL is not a leave right, but a way to receive paid benefits while on authorized Company leave.

These benefits solely are financed through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits. There generally is a waiting period during which time no PFL benefits are available. The EDD can provide additional information about any applicable waiting period.

If you need to take time off work to care for a child, spouse, parent, or registered domestic partner with a serious health condition or to bond with a new child please advise Human Resources and you will be given information about the EDD’s PFL program and how to apply for benefits. Employees also may contact their local Employment Development Department Office for further information. You should maintain regular contact with Human Resources during the time you are off work so we may monitor your return-to-work status. In addition, you should contact Human Resources when you are ready to return to work so we may determine what positions, if any, are open to you.

When an employee applies for PFL benefits, Human Resources will determine if the employee has any accrued but unused vacation time available. If the employee has accrued but unused vacation time available, then the employee will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.

Please note, employees taking time off work to care for a child, spouse, parent, or domestic partner with a serious health condition or to bond with a new child are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or state family and medical leave laws. Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave, if applicable. Please see the “Family and Medical Leave” policy in this Handbook for eligibility requirements.
California Policy on Harassment, Discrimination & Retaliation Prevention

This policy applies to all PCF employees working in the state of California.

Publishers Circulation Fulfillment (PCF) does not tolerate and prohibits discrimination, harassment or retaliation of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of race, religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military service and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment and retaliation. Discrimination, harassment and retaliation is also prohibited by law.

Discrimination Defined
Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

Harassment Defined
Harassment is defined in this policy is unwelcome verbal, visual or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

Sexual Harassment Defined
Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature. Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails or voicemails
- unwelcome sexually-related comments
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender

Retaliation Defined
Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation...
process described below. “Adverse conduct” includes but is not limited to: shunning and avoiding an individual who reports harassment, discrimination or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

ALL DISCRIMINATION, HARASSMENT AND RETALIATION IS UNACCEPTABLE IN THE WORKPLACE AND IN ANY WORK-RELATED SETTINGS SUCH AS BUSINESS TRIPS AND BUSINESS-RELATED SOCIAL FUNCTIONS, REGARDLESS OF WHETHER THE CONDUCT IS ENGAGED IN BY A SUPERVISOR, CO-WORKER, CLIENT, CUSTOMER, VENDOR, OR OTHER THIRD PARTY.

**Reporting Procedures**
The following steps have been put into place to ensure the work environment at PCF is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or our Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the Human Resources team. If that individual is the person toward whom the complaint is directed, you should contact any higher level manager in your reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he or she should immediately contact the Ethics Hotline at 833-410-0005 for English or 800-216-1288 for Spanish.

Every supervisor who learns of any employee’s concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to senior management or to their respective Regional Human Resources Manager.

**Investigation Procedures**
Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, the Company will endeavor to keep the reporting employee’s concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the Complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

**Remember:**
We cannot remedy claimed discrimination, harassment, or retaliation unless you bring these claims to the attention of management. Please report any conduct which you believe violates this policy.
The Family and Medical Leave Act (FMLA) and Connecticut Family and Medical Leave Act (CFMLA) require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. This policy will be interpreted to comply with the law(s) that apply to a particular leave. To the extent that state law mandates additional protection for pregnant employees, this policy also shall be interpreted consistent with such requirements. This policy provides employees information concerning FMLA/CFMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA/CFMLA leave, they should contact Human Resources.

**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

CFMLA requires covered employers to provide up to 16 weeks of unpaid, job-protected leave in a 24 month period to eligible employees for the following reasons:

- For the birth of a child and to care for a newborn child (must be taken within 12 months after the birth of the child);
- For the placement of a child for adoption or foster care and in order to care for the newly placed child (must be taken within 12 months after the placement of the child);
- To care for a covered relative, which includes your spouse (including civil union partner), child, parent, or, parent-in-law due to his or her serious health condition; or
- For your own serious health condition.

The one or two year period, as the case may be, is measured by a “rolling” 12 or 24 month period measured backward from the date an employee uses any FMLA or CFMLA leave.

**Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

In addition to the basic FMLA/CFMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA/CFMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.
Under the FMLA/CFMLA, a “covered service member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.”

Under the FMLA, covered service members also includes a veteran who is discharged or released from military service under condition other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

The FMLA/CFMLA definitions of a “serious injury or illness” for current Armed Forces members (and for covered veterans under the FMLA) are distinct from the FMLA/CFMLA definition of “serious health condition” applicable to FMLA/CFMLA leave to care for a covered family member.

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

Eligibility Requirements
FMLA leave is available to “eligible employees”. To be an “eligible employee”, an employee must: (1) have been employed by the Company for at least 12 months (which need not be consecutive); (2) have been employed by the Company for at least 1250 hours of service during the 12 month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

To be eligible for leave under CFMLA, the employee must: (1) have been employed by the Company for at least 12 months (which need not be consecutive); (2) have been employed by the Company for at least 1,000 hours of service during the 12 month period immediately preceding the commencement of the leave; and (3) be employed by an employer with 75 or more employees in Connecticut.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA and/or CFMLA leave. In order to use paid leave for FMLA and/or CFMLA leave, employees must comply with the employer’s normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA and/or CFMLA leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA and/or CFMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the associate is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA and/or CFMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer’s Responsibilities
The Company will inform employees requesting leave whether they are eligible under FMLA and/or CFMLA. If the employee is eligible, the notice must specify any additional information required as well as the employee’s rights and responsibilities. If the employee is not eligible, the Company will provide a reason for ineligibility.

The Company will inform employees if leave will be designated as FMLA and/or CFMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the Company determines that the leave is not FMLA and/or CFMLA-protected, the Company will notify the employee.

Unlawful Acts by Employers
FMLA and CFMLA make it unlawful for any employer to:

- Interfere with, restrain or deny the exercise of any right provided under FMLA or CFMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or CFMLA or for involvement in any proceeding under or relating to FMLA or CFMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor, the Connecticut Department of Labor or may bring a private lawsuit against an employer.

FMLA and CFMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.
CONNECTICUT PREGNANCY DISABILITY LEAVE

Employees are granted a reasonable leave of absence due to a pregnancy related disability. An employee returning from such a leave will be reinstated to their original position with equivalent pay and accumulated seniority, retirement and fringe benefits unless the company's circumstances have changed making reinstatement impossible or unreasonable. This leave may run concurrently with other leaves in accordance with applicable law.

If you are pregnant and reasonably believe that continuing to work in your present position may cause injury to you or your fetus, you may request a temporary transfer to another position. After giving the company written notice of your pregnancy and request for transfer, the company will make a reasonable effort to transfer you to a suitable temporary position if one is available.
Maryland Flexible Leave Act
In accordance with the Maryland Flexible Leave Act, any accrued vacation time or sick time can be used for the illness of an immediate family member. For purposes of this policy,
- An “immediate family member” means a child, spouse or parent.
- A “child” means an adopted, biological, or foster child, a stepchild, or a legal ward who is (1) under the age of 18 or (2) over 18 and incapable of self-care due to a mental or physical disability.
- A “parent” means an adoptive, biological, or foster parent, a stepparent, a legal guardian, or a person fulfilling a parental role (“standing in loco parentis”).

Leave under this policy also may be covered by the Family and Medical Leave Act (FMLA). Leave that qualifies under both policies will run concurrently, and will be subject to the requirements of both policies.

Employees will be protected from retaliation for taking leave under this policy, raising a complaint or concern about this policy, or filing or cooperating in the investigation of a complaint under this policy. If you believe you have been retaliated against in violation of this policy, please contact Human Resources.

Pregnancy Accommodations
In compliance with Maryland law, if a pregnant employee requests an accommodation for a disability caused or contributed to by pregnancy, the Company will explore reasonable accommodations with the pregnant employee, and it will endeavor to provide a reasonable accommodation unless doing so would impose an undue hardship on the Company.

Military Leave Law
In compliance with Maryland law, the Company will provide eligible employees with one day of unpaid leave on the day that an immediate family member is leaving for or returning from active military duty outside the United States as a member of the armed forces.

An “eligible” employee is one who has worked for the Company for the last 12 months and has worked at least 1,250 hours during that time.

An “immediate family member” means the employee’s spouse (including same-sex spouse), parent, stepparent, child, stepchild or sibling.

Employees may, but are not required to, use paid leave during this one-day leave of absence. If the employee also is FMLA-eligible, then that day of leave also may qualify as FMLA leave and run concurrently with FMLA leave.
**MASSACHUSETTS LEAVE POLICIES**

**Maternity or Adoption Leave**
PCF provides maternity leave for eligible employees in accordance with Massachusetts state law. Regular full-time female employees who have completed the first three months of employment are eligible for eight weeks of unpaid maternity leave for the purpose of giving birth or for the purpose of adopting a child under the age of 18, or a person under the age of 23 if that person is physically or mentally disabled. Employees may substitute unpaid leave with any accrued paid vacation of personal leave, or with accrued sick leave.

Employees must provide at least two weeks' notice of the intended departure date for leave, and notice of the intention to return to work. An employee returning from maternity leave will be restored to her previous position or a similar position with the same status, pay, length of service credit, and seniority as when the maternity leave began.

Where applicable, this maternity leave will run concurrently with any leave an employee takes under the Company's federal Family and Medical Leave Act ("FMLA") policy. When Massachusetts Maternity Leave runs concurrently with FMLA leave, you are not required, but may elect not to use your accrued paid time off for the first eight weeks of your leave by notifying Human Resources in writing at the start of your leave. Use of other leave does not increase the length of leave provided for under this policy.

**Massachusetts Small Necessities Leave - Addendum to the Company's FMLA Policy**
In addition to leave set forth under the Company's FMLA policy, employees eligible for FMLA leave are entitled to a total of 24 hours of leave during the preceding 12-month period, as defined in the FMLA policy, for the purpose of meeting certain family obligations.

Those obligations must be one of the following:
- Participation in school activities directly related to the educational advancement of an employee's child, such as parent-teacher conferences or interviewing for a new school;
- Accompanying an employee's child to routine medical or dental appointments; or
- Accompanying an employee's elderly relative to routine medical or dental appointments or appointments for other professional services related to that elder's care.

**Definitions**

**Elderly Relative:**
An individual at least 60 years of age who is related by blood or marriage to the employee.

**School:**
A private or public elementary or secondary school; a Head Start program; and a licensed children's day care facility.

**Child:**
A son or daughter, whether biological, adopted, foster or legal ward, or a child of an employee standing in loco parentis, who is under the age of eighteen or incapable of self-care because of mental or physical disability.
Procedure

Initiating the Leave:
When the need for the leave time is foreseeable, an employee must tell his/her supervisor at least seven days before the day the leave is to begin. Otherwise, an employee must notify his/her supervisor as soon as he/she is aware of the need for the leave.

Leave Time:
If an employee is entitled to any paid leave under the Company’s employment policies, that leave must be used before any unpaid leave under this policy will be granted.

Intermittent Leave
An employee may take leave intermittently or on a reduced leave schedule. An employee must take the leave in minimum increments of no less than one hour.
NEW YORK PAID FAMILY LEAVE LAW POLICY

Beginning on January 1, 2018, the New York Paid Family Leave Law ("NYPFL") will provide eligible employees in New York with paid, job protected leave for certain family and medical reasons or to address certain qualifying exigencies arising out of the fact that the employee’s spouse, domestic partner, child or parent is on or has been called to active duty status as a member of the Armed Forces, National Guard or Reserves. New York paid family leave ("NYPFL") benefits are funded by statutory employee payroll contributions, which are based on a percentage of the employee’s average weekly wage.

EMPLOYEES ELIGIBLE FOR LEAVE

Employees who are regularly scheduled to work 20 or more hours per week will become eligible for NYPFL benefits after 26 consecutive work weeks of employment. Employees who are regularly scheduled to work fewer than 20 hours per week will become eligible for NYPFL benefits after the 175th day worked.

Approved vacation, sick, personal or other time away from work (except for a period of temporary disability under the New York Short Term Disability Law) is counted toward the 26-week or 175-day eligibility requirement, provided that the employee continues to make contributions to the cost of NYPFL benefits during that time.

COVERED REASONS FOR NYPFL

Eligible employees may take NYPFL for the following reasons:

• To bond with a newborn child within the first 52 weeks after the child’s birth;
• Placement of a child with the employee for adoption or foster care, and to bond with that child within the first 52 weeks after the placement;
• To care for a covered family member with a serious health condition as defined by law; and
• Qualifying exigencies arising out of an employee’s spouse, domestic partner, child or parent being on or called to active duty status as a member of the Armed Forces, National Guard, or Reserves.

Under the NYPFL, “covered family members” include an employee’s spouse or domestic partner, child (including a biological, adopted or foster child, step-child or child of a domestic partner, legal ward or one to whom the employee stands in loco parentis), parent (including a biological, adoptive or foster parent, step-parent, legal guardian, or one who stood in loco parentis to the employee as a child), parent-in-law, grandparent and grandchild.

LEAVE ENTITLEMENT

Eligible employees shall be provided with NYPFL for any of the above-mentioned covered reason(s) according to the following schedule:

• Beginning January 1, 2018, up to eight (8) work weeks of NYPFL in a 52-week period at a benefit rate of 50% of the employee’s average weekly wage, up to a cap set by the state;
• Beginning January 1, 2019, up to 10 work weeks of NYPFL in a 52-week period at a benefit rate of 55% of the employee’s average weekly wage, up to a cap set by the state;
• Beginning January 1, 2020, up to 10 work weeks of NYPFL in a 52-week period at a benefit rate of 60% of the employee’s average weekly wage, up to a cap set by the state;
• Beginning January 2, 2021 and going forward, up to 12 work weeks of NYPFL in a 52-week period at 67% of the employee’s average weekly wage, up to a cap set by the state.

The 52-week period is a rolling 52 consecutive week period measured backward from the date an employee seeks to use any NYPFL. Employees may take NYPFL in either weekly increments or intermittently in increments of one full day (based on the employee’s usual work day). NYPFL benefits are paid directly by the Company’s NYPFL carrier.

Leave to bond with a newborn or a newly adopted or placed child must conclude within 52 weeks after the birth, adoption or placement of the child. In the case of multiple family members employed by the Company,
only one employee at a time shall be permitted to take NYPFL during a given period to care for the same covered family member with a serious health condition or to bond with a newborn or newly adopted or placed child.

REQUIRED NOTICE CONCERNING NYPFL AND REQUIRED DOCUMENTATION
When the need for NYPFL is foreseeable, the employee must provide the Company with at least 30 days’ advance notice. Foreseeable qualifying events include an expected birth, adoption or foster care placement; planned medical treatment for a covered family member; or a known military exigency. If 30 days’ notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. If an employee takes NYPFL intermittently, s/he must provide notice to the Company as soon as is practicable before each day of leave.

To request NYPFL, employees should contact their Human Resources Representative for the appropriate claim forms, which the employee must complete their section, forward to the Company to complete employer information and submit, along with appropriate supporting documentation, to the Company’s NYPFL carrier. No benefit shall be paid by the carrier until a completed request for NYPFL, together with any necessary certifications and/or documentation, have been submitted to the carrier. The carrier will notify the employee requesting NYPFL whether the claim has been approved or denied.

RETURN TO WORK
Upon return from NYPFL, the Company will restore the employee to the same position the employee held before the leave or a comparable position with comparable pay, benefits and other terms and conditions of employment, subject to limitations on reinstatement set forth by law. If an employee does not return to work following the conclusion of a designated period of NYPFL and does not request a leave extension, the employee may be considered to have voluntarily resigned.

MAINTENANCE OF HEALTH BENEFITS
During NYPFL, an employee is entitled to continue health benefits under the same conditions as if the employee had continued to work. However, an employee’s failure to pay his or her portion of any required premium may result in the cancellation of benefits during the NYPFL period.

COORDINATION OF NYPFL AND OTHER LEAVE
If an employee’s request for leave qualifies under both the NYPFL and the federal Family and Medical Leave Act (“FMLA”), the leave will run concurrently and will count toward an employee’s total available leave under both laws. Where NYPFL and FMLA leave run concurrently and the employee has available qualifying paid time off, the Company may require the employee to substitute any qualifying paid time off and receive the employee’s regular weekly wage during the concurrent leave period. In all other cases, an employee may elect to use available qualifying paid time off concurrently with NYPFL and receive his or her regular weekly wage during the leave period, or to not charge his or her qualifying paid time off and receive only NYPFL benefits during the leave period. “Qualifying paid time off” is leave that would otherwise be available to the employee for the purpose for which NYPFL is taken (e.g., vacation, personal leave, sick leave that may be used to care for a covered family member with a serious health condition). The substitution of qualifying paid time off does not extend the total NYPFL and/or FMLA benefit available to the employee.

Leave associated with an employee’s own illness, injury or medical condition is not covered by the NYPFL, but may be covered by short term disability or workers’ compensation, depending on the circumstances. Eligible employees may receive up to a combined total of 26 weeks of New York State short-term disability and NYPFL benefits during a 52-consecutive calendar week period.

For information regarding requirements and options for use of paid time while on leave, please see the LOA/FMLA: Use of Benefit Time chart in the Policies and Reference section of this handbook. For questions regarding eligibility for, or coordination of, leave benefits, please contact your Human Resources Representative.

ANTI-DISCRIMINATION AND RETALIATION
The Company prohibits discrimination and retaliation against employees who exercise or attempt to exercise their rights under the NYPFL and this policy. Employees who have experienced or become aware of conduct in
violation of this policy should immediately report such conduct to your Human Resources Representative. The Company will investigate the matter and take appropriate remedial action.

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### STATEMENT OF RIGHTS FOR PAID FAMILY LEAVE

**IF YOU NEED TO TAKE TIME OFF FROM WORK TO CARE FOR A FAMILY MEMBER, YOU MAY BE ENTITLED TO PAID FAMILY LEAVE BENEFITS**

Paid Family Leave is employee funded insurance that provides job-protected, paid time off to:
- Bond with a newly born, adopted or fostered child;
- Care for a family member with a serious health condition; or
- Assist loved ones when a family member is called to active military service abroad.

**Eligibility:**
- Employees with a regular work schedule of **20 or more hours per week** are eligible after **26 consecutive weeks** of employment.
- Employees with a regular work schedule of **less than 20 hours per week** are eligible after **175 days worked**.

You are eligible regardless of your citizenship or immigration status.

**Benefits:** In 2018, you can take up to eight weeks of Paid Family Leave and receive 50% of your average weekly wage, capped at 50% of the New York State average weekly wage. Generally, your average weekly wage is the average of your last eight weeks of pay prior to starting Paid Family Leave.

**Rights and Protections**
- **Job Protection:** Return to the same or comparable job after you take leave.
- You keep your health insurance while on leave (you may have to continue paying your portion of the premium costs, if any).
- Your employer is **prohibited from discriminating or retaliating** against you for requesting or taking Paid Family Leave.
- You do not have to exhaust sick leave or vacation accruals before using Paid Family Leave.

**Paid Family Leave Request Process**
1. Notify your employer at least 30 days in advance, if foreseeable, or as soon as possible.
2. Complete and submit the Request for Paid Family Leave (Form PFL-1) to your employer.
3. Complete and attach the additional forms as required and submit to the insurance carrier listed below.
4. The insurance carrier must pay or deny your request within 18 days of receiving your completed request.

You may obtain all forms from your employer, their insurance carrier listed below or online at www.ny.gov/PaidFamilyLeave.

**Disputes**
If your Paid Family Leave claim is denied, you may request to have the denial reviewed by a neutral arbitrator. The insurance carrier listed below will provide you with information about requesting arbitration.

**Disclosure Complaints**
If your employer terminates your employment, reduces your pay and/or benefits, or disciplines you in any way as a result of you taking or asking about Paid Family Leave, you may request to be reinstated by taking these steps:
2. Send your completed form to your employer and a copy of the completed form to: Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030
3. If your employer does not reinstate you within 30 days, you may file a discrimination complaint with the Worker's Compensation Board using form PFL-DC-120, available at http://www.ny.gov/PaidFamilyLeave. The Worker's Compensation Board will assemble your case and schedule a hearing.

For more information, forms, and instructions, visit [www.ny.gov/PaidFamilyLeave](http://www.ny.gov/PaidFamilyLeave) or call (844)-337-6303.
NEW JERSEY FAMILY AND MEDICAL LEAVE POLICY

Employees may be eligible for family and medical leave under either the Federal Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act, or both. Whenever permissible by law, PCF will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law. The following provides a brief description of your FMLA and NJFLA rights and obligations.

**Employees Eligible for Leave**
To be eligible for FMLA leave, employees must: (1) have been employed at least 12 months with PCF (which need not be consecutive); (2) have been employed by PCF for at least 1,250 hours of service during the 12 months immediately preceding commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

To be eligible for NJFLA leave, employees must: (1) have been employed by PCF in New Jersey for at least 12 months; and (2) have worked at least 1,000 base hours (including overtime) during the 12 month period preceding the leave.

**Basic FMLA and NJFLA Leave Entitlement**
Eligible employees may receive up to twelve (12) weeks of FMLA leave during a 12 month period. Eligible employees also may receive up to twelve (12) weeks of NJFLA leave every twenty-four (24) months for the reasons set out below. The Company will calculate the 12 month period and the 24 month period on a rolling basis. Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin.

**Leave may be taken for one of the following reasons:**
- To care for the employee’s child after birth, or placement for adoption (or foster care—FMLA only);
- To care for the employee’s spouse (or partner in a civil union – NJFLA only), son, daughter or parent (or parent-in-law—NJFLA only) who has a serious health condition;
- For the employee’s own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job (FMLA only); and/or
- Because of any qualifying exigency arising out of the fact that an employee’s spouse, son, daughter or parent is a covered military member on covered active duty or has been notified of an impending call or order to covered active duty status in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country (FMLA only).

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
Additional Military Family Leave Entitlement Under The FMLA (Injured Service member Leave)
Under the FMLA only, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. FMLA leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

Required Employee Notice Concerning Need For Leave
To trigger FMLA and/or NJFLA leave protections, employees must inform Human Resources of the need for FMLA/NJFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Calling in “sick,” without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying. If employees fail to explain the reasons for leave, the leave may be denied. Employees must provide 30 days advance notice of the need to take leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or NJFLA notice obligations, may have leave delayed or denied. Employees must also follow the Company’s usual and customary notice and procedural requirements when requesting FMLA and/or NJFLA leave, absent unusual circumstances, including providing written notice of the employee’s need for leave. If employees fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA leave may be delayed or denied. Additionally, when planning medical treatment, you must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations.

Required Certifications Support Leave Requests
Employees requesting leave because of their own, or a family member’s serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days’ notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company’s request, unless it is not practicable to do so despite an employee’s diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company’s expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.
For employees seeking leave due to qualifying exigencies of a covered military members, the Company may require employees to provide: 1) a copy of the covered military member’s active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member’s active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested.

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. In all cases, the Company may request recertification of a medical condition every six months in connection with an employee's absence. The Company also may request certification in less than 30 days, or before the minimum duration of the condition has elapsed, if: a) employees request extensions of leaves; b) circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications, etc.); or c) the Company receives information casting doubt upon an employee's stated reason for the absence or the continuing validity of a certification.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information under this policy. “Genetic information” as defined by GINA, includes an individual’s family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Intermittent Leave and Reduced Leave Schedules
Employees may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee (FMLA only) or covered family member (both FMLA and NJFLA) or the serious injury or illness of a covered service member (FMLA only). When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

Benefits During Leave
During FMLA leave only, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee’s paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium to PCF, Corporate Benefits, 502 Washington Avenue, 5th Floor, Towson, MD 21204. Pre-payment of benefit premiums is acceptable. If an employee does not return to work within 30 calendar days at the end of the leave period (unless the employee cannot return to work because of a serious health condition or other circumstances beyond his/her control) the employee will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during the employee’s unpaid FMLA leave.
Employees on a leave may be subject to certain restrictions on their seeking and/or obtaining full or part-time work for another employer during the leave. If you intend to seek or continue working for another employer during leave, please contact Human Resources.

**Use of Accrued Paid Time During Leave**
Employees must use any accrued paid time while taking unpaid leave. The use of accrued paid time during FMLA and/or NJFLA leave does not extend the length of such leave and shall run concurrently with an employee's FMLA and/or NJFLA leave entitlement. However, seniority and other employment benefits will not accrue during any such leave. You will, of course, retain any benefits you had earned, including seniority, prior to the beginning of your leave. In addition, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers’ compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/NJFLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits, workers’ compensation benefits and New Jersey Family Leave Benefits to the extent permitted under federal and state law.

**Special Leave Rules for Highly Compensated Employees**
Certain highly compensated employees may not be eligible to take leave or may not be reinstated to work when they are ready to return to work. Employees who qualify as highly compensated employees will be so advised at the time they request leave and their options will be explained.

**Job Restoration Following Leave**
Unless notified that providing such certifications is not necessary, an employee returning to work from FMLA leaves that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee’s position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification.

Upon return from a leave, you will be reinstated to your original or to an equivalent position, with equivalent pay, benefits and other terms of employment.

**Questions and/or Complaints about FMLA/NJFLA Leave**
If you have questions regarding this FMLA/NJFLA policy, please contact Human Resources. PCF is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/NJFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact the Human Resources Department immediately. PCF will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.
NEW JERSEY PAID FAMILY LEAVE INSURANCE BENEFITS POLICY

Employees taking time off from work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition, or to bond with a newly born or adopted child, may be eligible to receive up to six weeks of family leave insurance benefits (a partial wage replacement benefit) through the state, which is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if an employee is eligible for such benefits. There generally is a waiting period during which time no family leave insurance benefits are available. The Division of Temporary Disability Insurance can provide additional information about any applicable waiting period.

If you need to take time off from work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition or to bond with a newly born or adopted child please advise Human Resources, and you will be given information about the state's family leave insurance benefits program and how to apply for benefits. Employees also may contact the Division of Temporary Disability Insurance for further information. You should maintain regular contact with Human Resources during the time you are off work so we may monitor your return-to-work status. In addition, you should contact Human Resources when you are ready to return to work so we may determine what positions, if any, are open to you.

When an employee applies for family leave insurance benefits, the Human Resources Department will determine if the employee has any accrued but unused vacation/sick/PTO time available. If the employee has accrued but unused vacation/sick/PTO time available, the employee will be required to use up to two (2) weeks of such time before becoming eligible for family leave benefits. Such time, however, will count towards the employee’s eligibility for family leave insurance benefits under the state plan.

Please note, employees taking time off from work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition or to bond with a newly born or adopted child and who receive paid family leave insurance benefits are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state family and medical leave laws or other applicable laws. Any time off for family leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA), if applicable. Please see the “Family and Medical Leave” policy in this Handbook for eligibility requirements for FMLA and/or NJFLA leave.
The purpose of this policy is to provide a brief description of employees' rights to an unpaid leave of absence to address personal issues relating to a victim of an incident of domestic violence or a sexually violent offense under the New Jersey Security and Financial Empowerment Act (NJ SAFE Act). Whenever permissible under applicable law, the Company will run NJ Safe Act leave concurrently with any leave under the federal Family and Medical Leave Act (“FMLA”) and/or the New Jersey Family Leave Act (“NJFLA”) and any other leave provided under applicable state or local law. The following provides a brief description of your rights and obligations under the NJ Safe Act.

Employees Eligible for Leave
To be eligible for leave under the NJ Safe Act, employees must: (1) have been employed by the Company for at least 12 months; and (2) have worked at least 1,000 base hours during the 12 month period immediately preceding the leave.

NJ SAFE Act Leave Entitlements
An eligible employee who was a victim of an incident of domestic violence or a sexually violent offense, as defined by applicable law, or whose child, parent, spouse, domestic partner or civil union partner was a victim may receive up to 20 days of unpaid leave in one 12-month period, to be used in the 12-month period next following any incident of domestic violence or any sexually violent offenses.

Each incident of domestic violence or any sexually violent offense constitutes a separate offense for which an employee is entitled to unpaid leave, provided the employee has not exhausted the allotted 20 days for the 12-month period.

Leave may be used for any of the following activities as they relate to the incident of domestic violence or sexually violent offense:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
2. Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
3. Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee, or the employee's child, parent, spouse, domestic partner, or civil union partner from future domestic or sexual violence or to ensure economic security;
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence;
6. Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner was a victim.

Required Employee Notice Concerning Need For Leave
If the need for leave is foreseeable, employees must provide the Company advance written notice of the need for leave as far in advance as is reasonable and practical under the circumstances.
Documentation Supporting Leave Request
The Company reserves the right to require employees who request leave for domestic violence or sexually violent offenses to provide documentation which supports the basis of the leave. An employee can provide one or more of the following as sufficient documentation:

- A domestic violence restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- A letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or sexually violent offense;
- Documentation of the conviction of a person for the domestic violence or sexually violent offense;
- Medical documentation of the domestic violence or sexually violent offense;
- Certification from a certified Domestic Violence Specialist or the director of a designated domestic violence agency or Rape Crisis Center, that the employee or employee’s child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense; or
- Other documentation or certification of the domestic violence or sexually violent offense provided by a social worker, member of the clergy, shelter worker, or other professional who has assisted the employee or employee’s child, parent, spouse, domestic partner, or civil union partner in dealing with the domestic violence or sexually violent offenses.

Any of the above information that is submitted by an employee regarding a leave taken pursuant to this policy and any failure of an employee to return to work will be retained in the strictest confidentiality possible, unless the employee voluntarily authorizes the disclosure in writing or the Company is required to disclose such information by applicable federal or state law, rule or regulation.

Interruption Leave
Employees may take leave intermittently in intervals of no less than one day.

Use of Accrued Paid Time During Leave
Employees may elect to use any accrued paid time while taking unpaid leave. The use of accrued paid time during the leave does not extend the length of such leave and shall run concurrently with an employee’s leave entitlement under this policy. However, seniority and other employment benefits will not accrue during any such unpaid leave. Employees will, of course, retain any benefits they had earned, including seniority, prior to the beginning of their leave. Employees may be eligible for compensation, such as temporary disability benefits or family leave insurance benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any leave entitlement under this policy.
Under the New York City Commuter Benefits Law, covered employers must offer commuter benefits to eligible full-time employees who are employed at their work sites located in one of the five boroughs.

**Eligibility**
PCF has decided to offer this benefit to all of our employees - both full-time and part-time - who are employed in any one of our New York City facilities.

**Pre-Tax Transit Passes**
Under this law, you may use pre-tax income to pay for transit passes that can be used on public or privately owned mass transit or commuter vans with a seating capacity of six or more passengers to commute to and from work.

**Covered Transportation**
Covered transportation includes:
- New York City regional mass transit services, including Metropolitan Transportation Authority (MTA) subway and bus; Long Island Rail Road; Amtrak; New Jersey Transit and Metro-North
- Eligible ferry and water taxi services
- Eligible vanpool services
- Eligible commuter bus services
- Access-A-Ride and other area paratransit providers

**Additional Information**
Contact 311 or visit [www.nyc.cog/commuterbenefits](http://www.nyc.cog/commuterbenefits) for more information about the NYC Commuter Benefits law.

**Enrollment**
For further information and enrollment for this benefit, please contact the Benefits or Human Resources team.