

# **METRO** **CORP**

## **EMPLOYMENT INFORMATION MANUAL**



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## WELCOME

Whether you are a new member of our team or a Metro Corp. (“Metro Corp.” or the “Company”) veteran, we wish you the very best in your employment with our Company. You are our most important asset. It is only through your loyalty, dedication, and commitment that we can provide quality publications. We are committed to the principle that if our Company is successful, you, too, should be successful.

We have prepared this Employment Information Manual (the “Manual”) as a reference concerning our policies, procedures and benefits, and the role which you are expected to play. Because change is such a key part of our Company, the policies, procedures, and benefits available to Company staff do not form a contract of employment or a contract for any definite or fixed period of time. Although we hope that all employment relationships with Metro Corp. are long-term, employment at Metro Corp. is considered to be at-will and may be terminated by you or by the Company at any time, with or without notice or cause.

Not all of the policies and procedures of the Company are set forth in this Manual. Instead, the Company has summarized some of the more significant ones. The policies and procedures that are included do not constitute contractual terms and conditions of employment, and should not be construed as express or implied contractual commitments. All previously issued manuals, and any inconsistent policy statements, whether written or oral, are hereby superseded. The Company reserves the right to revise, delete, or add to any and all policies, procedures, work rules or benefits set forth in this Manual or anywhere else at any time, with or without prior notice. The Company will attempt to inform employees when such changes are made. No one at the Company has the authority to alter, revise, amend or revoke any policy orally, or to make contractual commitments without the express written consent of the Company’s Chief Operating Officer.

Please direct any questions regarding this Manual to the Company’s Chief Operating Officer or the Company’s Human Resources Administrator.

Again, welcome! We are glad to have you as a member of the Metro Corp. team.

---

D. Herbert Lipson  
Chairman

---

David H. Lipson  
President

## OUR WORKING RELATIONSHIP

Over the years, Metro Corp. has grown to a position of leadership in the publishing industry by following a philosophy that encourages the team efforts of dedicated, capable and highly motivated employees. Our future at Metro Corp. is dependent upon the performance of each individual and our ability to work cooperatively together.

We value and respect you as an important ingredient in our formula for success and growth. To this end, Metro Corp. strives to provide:

- fair, nondiscriminatory employment practices
- competitive pay and benefits
- good working conditions
- recognition of individual accomplishments
- a safe work environment
- open lines of communication
- opportunity for advancement
- the development of a team effort through mutual cooperation and two-way communication.

We are proud of the products we provide to our customers and readers. We are equally proud of our dedication to positive working relationships with our employees, which is a basic foundation of Metro Corp. With everyone's continued cooperation and dedication, we can continue to make Metro Corp. a superior employer.

In the event you believe that we are not living up to the ideals we have established, we encourage you to communicate your concerns with your supervisor or the Chief Operating Officer as is appropriate. While we cannot promise that we can eliminate your every concern, we do want to hear from you.

## WHO WE ARE

Metro Corp. is a publishing with operations in Philadelphia and Boston.

Metro Corp., the successor to Municipal Publications, Inc. consists of several operating units --- *Boston Magazine*, Metro Corp. Custom Publishing, *Philadelphia Magazine* and Boston Specialty Publications. In addition, Metro Corp is the majority owner of Slice Communications, LLC. a social media and public relations company.

*Philadelphia* magazine (formerly The Greater Philadelphia Magazine), a national award winning general interest lifestyle magazine, was started in 1908 by the city's Board of Trade and was taken over a short time later by the Chamber of Commerce. The magazine was a vehicle for the Chamber to attract business to the city and it published only self-serving articles. The magazine was purchased by a group of investors, which included S. Arthur Lipson in 1950. D. Herbert Lipson joined the business in 1952. D. Herbert Lipson became Publisher of the magazine in 1961. His son, David H. Lipson now holds the position of President. The magazine is published monthly and distributed to a guaranteed paid rate base in excess of 110,000. In addition, Philadelphia produces Philadelphia Wedding, GPhilly, Phillymag.com, Foobooz.com, Birds24-7, various events (including Philadelphia Food & Wine Festival, Philly Cooks, Health Hero, and Philadelphia Thinkfest).

*Boston* magazine was purchased from the Chamber of Commerce in 1970. It is also a national award winning general interest lifestyle magazine, focusing on Boston and its surrounding communities. The magazine is published monthly and distributed to a guaranteed paid rate base in excess of 90,000. In addition, Boston produces Boston Weddings, Boston Home, Bostonmagazine.com, various events (including The Tent at Boston Fashion Week, Boston Taste)

In addition Boston Specialty Publications produces Custom Publications, including Vestibule for Coldwell Banker New England.

Metro Corp Publishing produces Taste, the successor to Wine and Spirits Quarterly, a quarterly publication for Pennsylvania wine and spirits stores.

In 2013, Metro Corp acquired Slice Communications, LLC, which is an integrated social media and public relations company, which in addition to its independent business will be involved in coordinated editorial content, audience, marketing and sales projects within the Metro Corp family of products.  
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In addition Boston Specialty Publications and Metro Corp Custom Publishing publishes *Elegant Wedding* magazine, *Home & Garden* magazine, *New England Travel & Life*, and *Concierge*, as well as producing custom editorial products for its clients.

Metro Corp Publishing is a relatively new division which specializes in producing custom editorial products for its clients. These products range from quarterly newsletters to annual guides.



**SECTION 1**  
**FACTS ABOUT YOUR JOB**

## **EQUAL EMPLOYMENT OPPORTUNITY**

We take great pride in our diverse and talented workforce. The Company is an equal opportunity employer and follows a policy of administering all employment decisions and personnel actions without regard to race, color, religion, creed, sex, pregnancy, national origin, sexual orientation or preference, age, physical or mental disability, genetic information, marital status, ancestry, citizenship, veteran, military or reservist status, or any other category protected under applicable federal, state or local law.

Consistent with the obligations of state and federal law, the Company will make reasonable accommodations for qualified individuals with disabilities. Any requests for reasonable accommodations regarding religious practices or disabilities should be submitted in writing to the Company's Chief Operating Officer or the Company's Human Resources Administrator.

## **HIRING/PROMOTIONS/VACANCIES**

### **PURPOSE**

To facilitate the recruitment and selection of the most desirable applicants for employment within Metro Corp.; to comply with the Metro Corp. Equal Employment Opportunity Policy; to establish uniform job posting guidelines.

### **POLICY**

**Promotions and Vacancies.** Metro Corp. believes in promoting from within where appropriate, and has established a job-posting program to give all employees an opportunity to apply for positions in and for which they are interested and qualified. Vacancies below the senior management level may be posted on the bulletin board in the main kitchen or circulated through an interoffice memorandum. Postings generally include the title and essential functions of the job.

### **PROCEDURE**

**Eligibility.** In order to be eligible to apply for a posted position, you must (1) meet the minimum hiring specifications for the position without additional training, (2) be capable of performing the essential functions of the job, with or without a reasonable accommodation, and (3) be a qualified employee in good standing in terms of your overall work record.

**Job Vacancy Postings.** Employees are responsible for monitoring job vacancy notices and for completing an application and forwarding it to the appropriate supervisor. The application form may be obtained from the Assistant to the Company's Chief Operating Officer.

## EMPLOYMENT ELIGIBILITY VERIFICATION

### PURPOSE

To insure compliance with the Immigration Control and Reform Act of 1986 ("IRCA"), which prohibits employers from hiring illegal aliens.

### POLICY

Prior to your first day of employment, you must complete the United States Citizenship and Immigration Services (USCIS) Form I-9 (Employment Verification). Metro Corp. hires only United States citizens or aliens authorized to work in the United States by the United States government.

**SPECIAL RULE FOR REHIRES:** A new Form I-9 need not be completed if you are being rehired within three (3) years of the date of completion of an original I-9 where information on the Form I-9 shows that you are still authorized to work.

### PROCEDURE

The Form I-9 must be completed and signed by you and the Company's Chief Operating Officer, or his designee, prior to commencement of employment.

In emergency situations, an individual can be hired as long as the Form I-9 is completed within three (3) days of hire (or three (3) weeks if the applicant provides written proof he/she has requested a lost document within three (3) days of hire).

Newly-hired individuals who state they are United States citizens or eligible to work in the United States by the United States government must provide documentation which establishes **BOTH** the individual's identity and employment authorization. Subject to changes in law, documents which will be accepted to establish both are:

1. U.S. Passport (unexpired or expired)
2. Unexpired foreign passport with (a) unexpired work authorization stamp or (b) unexpired I-551 work authorization stamp on Form I-94.
3. A Resident Alien Card with photograph, commonly known as the "green card" although it is not necessarily green in

color; most are white or rose-colored with a blue logo. It bears the label of USCIS Form I-551 (“Resident Alien Card”). It has the lawful holder’s photograph, fingerprint and signature. Note that USCIS Form I-151 (“Alien Registration Receipt Card”) is not acceptable.

4. Unexpired Temporary Resident Card, USCIS Form I-688, or Unexpired Employment Authorization Card, USCIS Form I-688A.
5. Unexpired Employment Authorization Document issued by the USCIS which contains a photograph, USCIS Form I-688B or I-766.

If you do not have one of the documents listed above, you must provide documents which establish your identity as well as documents that establish employment eligibility. One of the following will be accepted to establish identity:

1. A state issued driver's license or identification card with photograph, or name, sex, date of birth, height, color of eyes and address.
2. A school identification card with a photograph.
3. A voter's registration card.
4. A United States Military Card or draft record.
5. An I.D. card issued by federal, state or local government agencies or entities provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address.
6. A military dependent's I.D. card.
7. Native American tribal document.
8. A U.S. Coast Guard Merchant Mariner card.
9. A driver's license issued by a Canadian government authority.

(For individuals under the age of 16, a school record or report card, a clinic, doctor or hospital record, or a day care

or nursery school record may be accepted as proof of identity.)

In addition, documentation which establishes employment eligibility must also be furnished. One of the following will be accepted:

1. An ORIGINAL social security account number CARD which is not employment restricted.
2. A Certificate of Birth Abroad issued by the Department of State, Form DS-1350 or FS-545.
3. An original or certified copy of a birth certificate issued by state, county or municipal authority bearing a seal.
4. An unexpired INS Employment Authorization.
5. A Native American tribal document.
6. A U.S. citizen I.D. card, INS Form I-197.
7. An I.D. card for use of resident citizen in the U.S., INS Form I-179.

After inspection, the original documents will be returned to you. Metro Corp. will not retain originals or photocopies.

Individuals who cannot supply the documents requested on Form I-9 will not be hired.

Upon expiration of any employment authorization documents, the supervisor must reverify employment eligibility of aliens.

**Retention of Records.** Your Form I-9 is retained for at least three (3) years after your date of hire, or one (1) year after your date of employment termination, whichever is longer.

**Non-Discrimination.** Metro Corp. will not discharge qualified employees or refuse to hire qualified prospective employees based upon foreign nationality, language or citizenship.

## HOURS OF WORK

### PURPOSE

To set forth the Company's schedule of operating hours.

### POLICY

**Work Week.** The Company maintains a 37.50 hour work week, which runs from Sunday to Saturday. For payroll purposes, paychecks for the current pay period are issued on the 15<sup>th</sup> and last day of each month. If either of those days falls on a weekend, you are paid on the immediately preceding weekday.

**Office Hours.** General office hours are 8:45 a.m. to 5:15 p.m., Monday through Friday, or as determined by local management at each location.

**Meal Break.** Metro Corp. provides you with a 1-hour meal break each day. The meal break is from 12:00 noon to 1:00 p.m., or as determined by your immediate supervisor.

## PERSONNEL FILES

### PURPOSE

To maintain employee personnel files with accuracy and privacy as well as provide opportunity for employee access. Note: The following policy applies only to Pennsylvania employees. Massachusetts employees should refer to the policy on personnel files in the Massachusetts Supplemental to this Manual.

### POLICY

**Contents.** Personnel files are maintained by the Company containing information on each employee, such as employment application, job title, wage or salary information, performance evaluations, disciplinary action, benefit information, beneficiary designation forms and leave records. Personnel files are maintained by the Company's Human Resources Administrator in Philadelphia.

**Notification of Changes.** It is the employee's responsibility to promptly notify the Company's Human Resources Administrator in Philadelphia concerning "changes to your contact information (e.g. telephone numbers, home address) or to the contact information of your emergency contacts, changes to your designation of dependents or beneficiaries or any other identifying information.

**File Access.** Personnel files are treated as confidential and information contained therein will only be disclosed on a "need to know" basis. Personnel files are the property of Metro Corp. and may not be removed from the Company premises.

You may inspect your personnel file under the following conditions:

**Current Employees.** If you are currently employed or on leave of absence, you may examine your personnel file at reasonable times during regular business hours, and upon prior 24-hour written notice submitted to the Company's Chief Operating Officer or the Company's Human Resources Administrator. Employees may not remove or alter anything in the personnel file, but may take notes on the contents. If there is a disagreement with any information contained in the personnel record, and no mutual resolution is reached by the Company and the employee, the employee may submit a written statement explaining his or her position. This statement shall become part of the employee's personnel record.



**Government Inquiries.** Inquiries from any federal, state and/or local government agencies for information from your personnel file must be immediately referred to the Company's Chief Operating Officer.

**Information Requests.** Requests for information from employee personnel files received from other departments and inquiries from outside Metro Corp., including requests for references on former employees, must be directed to the Company's Chief Operating Officer.

## **REFERENCES**

### **PURPOSE**

To provide guidelines for inquiries regarding former employees

### **POLICY**

Supervisors and other employees are prohibited from providing employment references regarding former or current employees. Any representation that the reference is made on behalf of Metro Corp. may be grounds for disciplinary action, up to and including discharge.

### **PROCEDURE**

Employees must direct all inquiries regarding personnel information to Human Resources. Supervisors are responsible for ensuring that employees comply with this policy.

All requests, whether or not in writing, must be channeled through the Company's Chief Operating Officer. Human Resources generally will only verify the dates of employment and job titles of current or former employees.

## EMERGENCY CLOSINGS

### PURPOSE

To provide operational guidelines for inclement weather or other emergencies beyond an employee's control that may necessitate a closing of the Company; to recognize that safety both on and off the job is a serious consideration.

### POLICY

**Full Closing.** Because Metro Corp. is intensely deadline oriented, we are required to be open every business day. Therefore, there is usually no situation in which a full closing is permitted. There may be occasions, however, when a closing is necessary due to severe "Acts of God". In such an unlikely event, you will be notified.

**Inclement Weather.**

It is our policy to remain open for business every business day. There are times when inclement weather or other emergencies can affect business operations as well as your ability to get to work. Due to the regional nature of weather patterns in the northeast, it is difficult to predict that all facilities and employees are equally affected by local weather. As a result, the following policy will apply:

The Company will remain open in all conditions unless a "state of emergency" is declared by the Governor which effects one of our location's operation and public transportation. If the Company must close due to a "state of emergency" a message will be recorded on the office's main number by 7:00 a.m. The message will inform you that the Company is open for business, closed due to "state of emergency" conditions or delayed opening. If the Company is closed due to "state of emergency" conditions, all employees scheduled to work on that day will be paid.

We realize that employees must make decisions based on their own safety. If you believe you cannot make it to work due to the inclement weather conditions near your home, you should call your supervisor by your normal start time and inform him or her of how you can be reached during the day in the event of a work problem needing immediate resolution. You will be required to take the day unpaid unless there is prior authorization from your supervisor to use vacation time. Sick time

may not be used. Failure to notify your supervisor by your normal start time may result in disciplinary action.

If the Company must close early due to severe weather conditions or other emergencies affecting our facilities, all employees scheduled to work on that day will be paid for their regularly scheduled hours. Again, we realize that employees must make decisions based on where they live, public transportation and family considerations. If you feel you must leave early without a formal closing notice from the Company, you must consult with your supervisor. Employees who leave early will be expected to take the time unpaid unless there is prior authorization from your supervisor to use vacation time. Sick time may not be used.

## SECTION 2

### COMPENSATION SALARY PROGRAM ADMINISTRATION

#### PURPOSE

To maintain a competitive salary program that is fairly administered; to recognize and reward individual merit.

#### POLICY

Metro Corp. strives to pay salaries that are internally equitable as well as competitive with those in our local community and the publishing industry. Metro Corp also aims to recognize individual effort and contribution to its overall success. Salary increases are subject to the ability of Metro Corp. to grant them based on its financial situation at the time.

Determination of salary policy is the ultimate responsibility of the Company's Chief Operating Officer.

#### PROCEDURE - PROGRAM ELEMENTS

**Salary Level.** Each employee at Metro Corp. has been placed in a salary level which reflects the value of the position in relation to other positions at the Company, and which takes into account education, prior work experience and demonstrated performance.

**Performance Evaluation.** Metro Corp. maintains a comprehensive program of regular performance evaluation.

**Paychecks.** Employees will receive a paycheck issued on the 15<sup>th</sup> and last day of each month. If either of those days falls on a weekend or holiday, employees will be paid on the immediately preceding weekday. Employees entitled to commissions shall be paid such commissions in accordance with the applicable commission policy. Direct deposit is also available upon written request and completion of the appropriate paperwork. The Company strongly encourages all employees to take advantage of direct deposit, as direct deposit enables employees to have quicker access to their funds and reduces administrative work for the Company.

## **SECTION 3**

# **EMPLOYEE BENEFITS AND SERVICES**

## **BENEFIT OVERVIEW**

Metro Corp. aims to provide a well-balanced, superior program of benefits designed to meet the needs of its employees and provide protection from financial hardship. These benefits are reviewed periodically to assure that they keep pace with area and industry practice.

At the present time, Metro Corp. pays for most of the cost of the benefits. Questions concerning benefits and/or insurance claim information should be directed to the Company's Human Resources Administrator.

## **INSURANCE PROGRAMS**

### **PURPOSE**

To ensure that eligible employees' medical costs are covered by a comprehensive group health insurance program.

### **SCOPE**

All regular full-time and part-time employees (where applicable), according to the length of service required below. Exceptions are also noted below.

### **POLICY**

We strive to offer a benefits program that meets the needs of our employees and is competitive with leading employers. Our benefits program has been designed to assist you across a broad spectrum of your life, ranging from healthcare and time-off to retirement planning. The information in this section represents the highlights of benefits currently offered to employees by the Company. Full details regarding each program can be obtained from the Company's Human Resources Administrator.

Eligibility for certain benefits may be contingent upon a number of factors, including the employee's classification by the Company (e.g. full-time, part-time and temporary), the number of hours an employee is regularly scheduled to work and an employee's length of service with the Company. The actual terms and conditions of benefits are governed by the official plan documents. To the extent a description of a benefit in this Manual varies from the official plan documents, the official plan documents govern. Benefits offered by the Company are an important part of the Company's commitment to its employees. The Company reserves the right to terminate, suspend, withdraw, amend or modify any of its benefits plans in whole or in part at any time, without prior notice, to the extent permitted by law.

The existence of these employee benefits and plans, in and of themselves, does not signify that an employee will be employed for the requisite length of time necessary to qualify for or maintain these benefits and participation in any plan.

The following are brief summaries of Metro Corp. insurance programs. These summaries are intended to be general and informational. Answers



to specific individual questions will depend upon the terms of the relevant plan documents then in effect. You should contact the Company's Human Resources Administrator with any inquiries.

**Health Insurance.** The first of the month following the completion of ninety (90) days of continuous service, employees who regularly work at least thirty (30) hours per week are eligible to be enrolled in Metro Corp.'s group health insurance plan. Upon enrollment, you will receive a Summary of Benefits booklet and related information. Metro Corp. pays a portion of your premium with the remainder covered by an employee contribution.

**Pre-Tax Health Care Premium Plan.** Metro Corp. offers its employees a plan to use "pre-tax" dollars to fund contributions for group health insurance coverage. The funds can be automatically deducted from your paycheck. By participating, you could save a portion of the premium amount you normally are required to pay. The extra money you put in your pocket comes from not having to pay Social Security, federal income tax and other various taxes on your premiums.

**Life Insurance.** The first of the month following the completion of ninety (90) days of continuous service, Metro Corp. provides to regular full-time employees a life insurance benefit equal to 1-1/2 times your Basic Annual Earnings (to a maximum of \$200,000), rounded, if necessary, to the next multiple of \$1,000 subject to certain limitations as outlined in your policy. In the event you are separated from our employ, your group policy may be converted to an individual policy. Information on this conversion can be obtained through the Company's Human Resources Administrator.

**Short Term Disability.** Following the completion of one (1) full year of employment, regular full-time employees of Metro Corp. are entitled to up to twelve (12) weeks of disability leave for the purpose of giving birth, adopting a child under three years of age, for any illness or for other medical disability. The employee will receive pay equal to 60% of his/her regular compensation for up to eight (8) weeks.

The payment of disability leave will be made with the understanding that the employee must return to work for at least three (3) months of active service subsequent to the leave period. If the employee does not fulfill the three months service criteria, he/she may be liable to the Company for payment received during the disability period.

This policy is only applicable to disabilities that last more than five (5) consecutive working days. Employees are required to provide the Company with a physician's certificate or other verification explaining the nature of the disability and establishing an anticipated return date.

Additionally, the employee must complete the Company leave approval form

At the conclusion of the leave, reinstatement to the employee's previous position, or similar position with the same status, will be offered at a salary structure comparable to that which the employee received at the commencement of the disability leave; however, the employee's anniversary date for purposes of vacation, performance and salary reviews and other employment related dates will be extended by the exact number of days the employee was on the disability leave of absence. During disability leave or until a return to full-time employment (within the twelve week maximum leave), an employee will not be credited for vacation and sick days for which the employee would have become eligible if the employee was not on leave.

The Company reserves the right not to reinstate an employee on disability leave where there have been layoffs during the period of disability leave, or where there have been other changes in employment conditions or economic circumstances.

Employees who do not return to work on the return date approved by the Company (up to a maximum of twelve weeks) will be considered to have resigned their employment, and their employment will be terminated as of the date the leave period expired and all disability payments will be immediately due the Company.

**Long-Term Disability.** Following the completion of ninety (90) days of continuous service, if you regularly work more than thirty (30) hours per week, Metro Corp., at its sole expense, also provides insurance benefits if you are disabled for more than ninety (90) days because of injury or sickness. The amount of benefit varies with your compensation, and you begin to receive it following the 90th day of disability. Benefits may continue for the duration of your disability, for as long as you are employed by Metro Corp. Medical confirmation of long-term disability is required.

**Social Security.** To provide for some of your retirement needs, all employees are automatically covered by the Federal Insurance Contribution Act ("F.I.C.A."). Metro Corp. contributes an amount matching that deducted from your salary or wages. This benefit helps secure your future by providing retirement, disability, death survivor and Medicare benefits.

**Unemployment Compensation Insurance.** This program may provide weekly benefits to you if you become unemployed through no fault of your own. These benefits may be obtained at the local state employment

office serving the area in which you were last employed or where you currently reside.

**Workers' Compensation Insurance.** To protect you against lost income when you are injured on the job, Metro Corp. pays for your Workers' Compensation Insurance. Benefits may help pay for your medical treatment and for part of the income lost while recovering. To be assured of maximum coverage, all work-related accidents must be reported immediately so that Metro Corp. can file a timely claim. Forms are available from the Company's Human Resources Administrator

**Post-Employment Group Health Insurance Coverage.** At the time you terminate your employment with Metro Corp., you may be eligible to continue your health insurance coverage for 18 to 36 months by the payment of premiums at group rates. The period of any extended coverage is determined by the "qualifying event" which triggers your separation from our employ. Thereafter, you may be eligible to convert your group insurance to an individual contract. Conversion procedures are explained in your group insurance benefits booklet. Please contact the Company's Human Resources Administrator

## **FLEXIBLE SPENDING PLAN**

### **PURPOSE**

To provide a way for employees to pay for certain types of medical expenses and dependent daycare expenses with before-tax dollars.

### **SCOPE**

All full-time employees working 30 hours or more per week, starting the first of the month following completion of 90 days of continuous service.

### **POLICY**

You may elect to have Metro Corp. automatically deduct from your paychecks money, on a pre-tax basis, to pay for your out-of-pocket medical expenses and dependent daycare expenses that are necessary for you and/or your spouse to work.

The Flexible Spending Plan includes these programs:

**Medical Reimbursement Flexible Spending Account.** This account, allows you to set aside before-Tax dollars from your paycheck to pay for such expenses as medical, dental, vision and hearing care that your doctors prescribe in writing, but your insurance does not cover. The maximum annual contribution is \$5,000.00

#### **Examples**

- a. Insurance deductibles and co-payments;
- b. Orthodontics;
- c. Eyeglasses and contact lenses;
- d. Dental care;
- e. Medical supplies.

**Dependent Day Care.** This account, known as DFSA, allows you to set aside before-Tax dollars from your paycheck to pay for child care or other qualified dependent care expenses. The annual maximum contribution is either \$2,500.00 or \$5,000.00 depending upon how you file your Federal Income Tax.

**Eligibility.** Participation for full-time employees begins on the first day of the month following 90 days of continuous service. To enroll in the plan, you must complete an Enrollment Form, which is available from the Company's Human Resources Administrator

## **HOLIDAYS**

### **PURPOSE**

To provide a paid time-off benefit in recognition of holidays observed by the Company

### **SCOPE**

All part-time and full-time, regular employees, from date of hire, who have been with the Company for five (5) consecutive work days preceding the date of the holiday.

### **POLICY**

#### **Observances.**

The Company generally observes the following paid holidays:

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

When a holiday falls on a Saturday or Sunday, it will usually be observed on the preceding Friday or following Monday. The Company will announce holiday observances in advance. The Company reserves the right to substitute holiday observances, especially when scheduled holidays interfere with a publication's deadline.

Regular full-time and regularly scheduled part-time employees are eligible for holiday pay. Eligible employees receive one day's pay at their regular rate of pay for each of the above holidays. To be eligible for holiday pay, such employees must be regularly scheduled to work on the day on which the holiday falls, and must work their scheduled work day immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by the employee's supervisor.

Should a holiday fall during an employee's scheduled vacation, the holiday will not be counted as vacation taken.

## VACATIONS

### **Paid Time Off Policy (Effective January 1, 2012)**

#### **PURPOSE**

To provide employees with sufficient time-off for relaxation and recreation away from work as well as time off for illness and other personal needs.

#### **SCOPE**

All full-time employees (“FTE”) and permanent part-time employees (“PPTE”) will be eligible for Personal Time Off (“PTO”). PPTEs are classified as anyone who is working a regularly scheduled work week of 3 or more full days and is indicated as such in the hire letter.

#### **POLICY**

- All PTO must be requested via our web-based time off tracking website ([www.commonoffice.org](http://www.commonoffice.org)), with as much advance notice as possible (generally at least two weeks for requests of more than one day) and approved in advance by your supervisor. Your request should take into account the deadlines that all of us must adhere to throughout the year unless such PTO is being utilized for an illness or other unscheduled personal business.
- All approved PTO is subject to the employee completing any required job tasks/projects outlined on the approved PTO request.
- FTEs and PPTEs will earn PTO on an accrual basis. The amount of days accrued each month will depend on the years of service.
- PPTEs who work on a regular schedule all year are eligible for PTO benefits on a pro-rata basis based on the same schedule.
- Employees may use their earned PTO time anytime throughout the calendar year. All PTO time must be used prior to the calendar year-end and does not carry over to the next calendar year.
- At the discretion of the supervisor, an employee may be advanced up to 5 days of PTO that has not yet been accrued.
- During the employee’s first three months of employment, PTO time is not considered earned until the completion of 90 days of employment.

- For new employees, PTO day availability will be spelled out in their new hire letter.
- Upon termination of employment, any employee who is entitled to PTO will be paid for earned PTO time not taken regardless of the reason for termination. If PTO time utilized exceeds accrued PTO earned time, the employee's last paycheck will be deducted for the excess PTO time.
- In order to facilitate an even distribution of the work flow, employees may take PTO time for only one week at a time. Should an employee wish to take more extended PTO, the employee must submit a written plan to accomplish the employee's normal job responsibilities. The plan should then be approved by the employee's supervisor and submitted to the Company's Human Resources Administrator or Chief Operating Officer for final approval.
- Any employee who is paid solely on commission is entitled to time off consistent with this policy, but there is no PTO payment for those days at termination. If an employee receives draw against commissions, draw will only be paid to such employee during such PTO and applied against commissions earned in a manner consistent with the respective commission plans.
- The Company may designate the holiday week between Christmas and New Years as the "Holiday Break" and the offices will be closed as an additional paid holiday. It is our plan to continue the Holiday Break each year; however, the Company reserves the right to discontinue the Holiday Break in the event that it presents a conflict with normal business operations.
- The accrual rate for PTO will adjust in the month after the employee's 1, 5 and 10 year anniversary dates (as opposed to year end). The chart below indicates the days earned for each calendar month worked.

Years	Accrual per Month	Maximum Days Accrued in a Full-Year
<1	1.00 days	12
1<5	1.25 days	15
5<10	1.75 days	21
10+	2.25 days	27

- Days earned in any year will round up or down - i.e. 12.5 days would be 13 days and 11.25 would be 11 days.

- For determining the start date for vacation accrual purposes, days will begin to accrue on the first day of the month after your hire date. For example, start date is February 14<sup>th</sup>, you would begin accruing days (and your anniversary date for vacation purposes only) would be March 1<sup>st</sup>.

**Note – Management reserves to modify this plan at any time and will make the sole final determination of any ambiguities.**

## **LEAVES OF ABSENCE**

### **PURPOSE**

To provide leave for employees who require time away from work for certain family needs, serious medical conditions, military obligations, and other necessities for which leave is provided by law.

### **POLICY AND PROCEDURE**

#### **Family and Medical Leave ACT (FMLA).**

##### **Eligibility**

Any employee who has worked for the Company for at least twelve months and has worked at least 1,250 hours in the 12-month period immediately preceding the commencement of the leave is eligible for a maximum of 12 weeks of unpaid family and medical leave during any rolling 12-month period for one or more of the following reasons:

- the birth or placement for adoption or foster care of a new son or daughter, and to care for that child;
- to care for an employee's parent, spouse/life partner, son or daughter with a serious health condition; or
- when a serious health condition makes the employee unable to perform the essential functions of his or her position.

##### **Notice To Company**

Employees are expected to submit a written request for leave as far in advance as possible to Human Resources.

In instances where leave is foreseeable, employees must provide 30 days' advance notice of the leave request. In cases of planned medical



treatment, the employee should consult with his or her immediate supervisor in an attempt to schedule the leave, so as to not unduly disrupt the Company operations. Where leave is not foreseeable, such as during a medical emergency, notice must be given as soon as is practicable, and ordinarily within one or two business days of when the employee learns of the need for the leave.

In the case of a foreseeable intermittent leave for planned medical treatment, or during a period of recovery from a serious health condition, the Company may require an employee to transfer temporarily to an available alternative position, at the equivalent pay and benefits, for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

An employee must, upon giving notice of an intention to take leave, inform the Company of an expected return to work date. An employee, who fails to return to work at the end of his or her leave, or at the end of the twelve-week leave period, will be considered to have voluntarily resigned from his or her employment.

#### **Use Of Accrued Vacation Time In Conjunction With FMLA**

The Company requires that an employee use any accrued but unused vacation time before commencing the unpaid portion of his or her family and medical leave. Any vacation time used by an employee in conjunction with family and medical leave will be counted against the twelve-week maximum leave period described above. For any family and medical leave where accrued vacation is substituted, the employee must meet the procedural requirements of this family and medical leave policy.

#### **Conditions On Use Of Leave**

##### *Birth Or Placement For Adoption Or Foster Care Of A New Son Or Daughter*

All leave taken for purposes of birth and caring for a new son or daughter, or placement of a new son or daughter for adoption or foster care, must be taken consecutively during a period of no more than twelve weeks, and may not be taken on an intermittent or reduced work schedule. An employee must conclude any such leave within one year of the birth or placement for adoption or foster care of a new son or daughter. In the event that an employee's spouse works for the Company, the employee and the spouse are limited to a combined total of twelve weeks of leave, in the event that leave is taken for the birth or placement for adoption or foster care of a new son or daughter.

##### *Serious Health Condition Of The Employee Or A Family Member*

In accordance with the FMLA, a “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following:

#### Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity<sup>1</sup> or subsequent treatment in connection with or consequence to such inpatient care.

#### Absence Plus Treatment

A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

Treatment<sup>2</sup> two or more times 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 order of, or on referral by, a health care provider; or

Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment<sup>3</sup> under the supervision of the health care provider.

#### Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

#### Chronic Conditions Requiring Treatments

A chronic condition which:

Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant, under direct supervision of a health care provider;

Continues over an extended period of time (including recurring episodes of a single underlying condition); and

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<sup>1</sup> “Incapacity,” for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery therefrom.

<sup>2</sup> Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

<sup>3</sup> A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

May cause episode rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

#### Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

#### Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services, under orders of, or on referral by, a health provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

The Company retains the right to make an independent assessment of whether an injury, illness, or impairment involving certain medical treatment constitutes a "serious health condition" for purposes of this policy. If an employee has questions as to whether an injury, illness, or impairment involving certain medical treatment constitutes a "serious health condition," inquiries should be directed to Human Resources.

Intermittent or reduced leave, as a result of an employee's serious health condition or that of a family member, may be taken where medically necessary. If an employee desires to take intermittent or reduced leave, the employee must provide the Company with a medical certification that it is medically necessary for the employee to be off work on an intermittent or reduced basis, and the expected duration and schedule of the intermittent or reduced leave, as well as a statement by the employee of the reasons why the intermittent or reduced leave is necessary. Employees needing intermittent or reduced leave must attempt to schedule their leave so as not to disrupt the Company's operations.

#### **Medical Certification**

The Company requires certification by a health care provider of any serious health condition for which an employee takes leave under this policy, including certification of a serious health condition of a spouse, child, or parent of the employee. An employee must provide the medical certification of a serious health condition as soon as practicable, but no

later than 15 calendar days after the employee requests leave. Failure to provide the medical certification within the above-described period may result in disciplinary action, up to and including termination. The Company requires that an employee provide periodic updates of the employee's health status and intent to return to work. At its discretion, the Company also may require recertification of a serious health condition if, for example, passage of time or other circumstances indicate that the condition may have improved to the point that leave is no longer necessary. The Company also may require a second opinion from a health care provider of its choosing and if necessary, a third opinion from a health care provider jointly chosen by the Company and the employee, regarding the serious medical condition upon which leave is to be or has been taken under this policy. If the Company requires that an employee obtain a second or third opinion, the Company will pay the costs associated with obtaining that opinion.

The Company requires an employee who takes leave as a result of his or her own serious illness to provide a fitness for duty certification signed by a health care provider before returning to work. An employee may not resume work until he or she provides such a certification.

### **Medical Insurance/Other Benefits**

If the Company pays for any portion of an employee's health insurance, the Company will continue to pay its normal share of insurance costs while the employee is out on family and medical leave. Employees will be advised by Human Resources about the cost of their portion of the premium and the method of payment for these medical and/or dental insurance premiums. In the event that the employee does not return to work after his/her leave, the employee must reimburse the Company for any medical and/or dental insurance payments the Company made for the employee's benefit while the employee was on unpaid leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the employee's control. The Company may recover any costs paid to maintain any of the employee's non-health insurance benefits while the employee was on unpaid leave, whether or not the employee returns from leave. The Company also may recover the benefit payments above through any allowable deduction from any sums owed to the employee or through legal action.

### **Reinstatement/Transfer To Alternate Position**

Any employee who takes leave under this policy will be restored to the same or an equivalent position upon his or her return from leave, provided that the employee's job still exists, and the employee would have continued to be employed in that job had he or she not taken leave.

Nothing in this policy grants an employee a right to return to the employee's former position following a return from leave. In the event that an employee takes intermittent leave, or works a reduced work schedule as a result of his or her own serious medical condition, or that of a family member, the Company may, at its discretion, transfer the employee to another position at the Company for the duration of the intermittent leave or reduced work schedule. In the event the Company chooses to make such a reassignment, the employee will continue to receive the same rate of pay and benefits as the employee's previous job.

The Company may deny reinstatement to an employee if the Company determines that the individual is a key employee whose reinstatement would cause substantial and grievous economic harm to the Company's operations. The Company will inform all employees who fall within this category of their status as key employees before commencement of family and medical leave.

### **Coordination With Other Statutes**

The FMLA does not supersede any provision of any state law that provides greater family or medical leave rights than the rights established under the federal law. Leave entitlements under state law and the FMLA run concurrently where both laws cover the same type of leave. For example, if the state in which the employee works provides maternity leave, time spent on such leave will simultaneously be counted toward the employee's FMLA-leave eligibility.

### **Miscellaneous**

An employee may take no more than twelve weeks of leave during any one-year period. For purposes of this policy, each one-year period is measured by a rolling period measured backward from the date an employee uses any FMLA leave. An employee does not accrue additional benefits such as vacation, personal, or sick days while on family and medical leave. Time spent on leave does not count if applicable towards length of service credit, except that it shall be treated as continued service for purposes of the Company retirement plans.

Requests for extension of unpaid leave, beyond the twelve weeks set by this policy, will be considered on a case-by-case basis, only after the employee makes a written request for extension to Human Resources. A decision to extend leave is solely within the discretion of the Chief Operating Officer of the Company.

An employee will receive a letter summarizing his or her rights under this policy upon notification of the Company by the employee of a need for family and medical leave. This policy supersedes all other Company policies on maternity, family, adoption, and medical leaves of absence.

## **MASSACHUSETTS PROVISIONS:**

### **Parental Leave Rights Of Recently Hired Full Time Employees**

Massachusetts employees, who have worked for the Company for at least three consecutive months, or who have completed the Company's initial probationary period of employment, are eligible for eight (8) weeks of unpaid leave from work for the purpose of giving birth, caring for a newborn, adopting a child eighteen (18) years or younger, or adopting a mentally or physically disabled child age twenty-three (23) or younger. Employees who qualify for leave under this section are required to give the Company at least two (2) weeks' notice of an intention to take leave. Employees must also represent that they intend to return to work following the leave period.

If the employee returns at the completion of the leave entitlement, he or she will be reinstated to his or her previous position or to a substantially similar position, provided that the employee's job still exists, and the employee would have continued to be employed in that job had he or she not taken leave. Where applicable, leaves under this section will run concurrently with the FMLA.

The Company recommends, but does not require, that employees use any accrued but unused vacation time before commencing the unpaid portion of the leave. Employees wishing to use their vacation time in conjunction with parental leave under this section should notify Human Resources.

### **Small Necessities Leave**

In addition to the twelve (12) weeks of unpaid leave described above, under Massachusetts law, employees eligible to take Family/Medical Leave may take up to an additional twenty-four (24) hours of unpaid leave in the twelve-month period described above, for the following purposes:

- To take a child or elderly (at least 60 years old) relative (by blood or marriage) to a routine medical or dental appointment; or
- To participate in a child's educationally related school activity (including licensed day care facilities), such as a parent-teacher conference, or interviewing for a new school.

Employees who qualify to take leave are required to give the Company not less than seven (7) days' notice of an intention to take leave if the need for leave is foreseeable. If the need for leave is not foreseeable, employees must give notice as soon as practicable. Employees may be asked to provide certification for the absence.

The Company requires that an employee use any accrued but unused vacation and personal time before commencing the unpaid portion of his or her small necessities leave, which will be counted against the twenty-four (24) hour leave period described above.

**Leave Is Unpaid.** Family/medical leave is unpaid leave although you may be eligible for short or long-term disability payments and/or workers' compensation benefits under those insurance plans. These plans are described elsewhere in the Manual. If you are entitled under Metro Corp. Policy to take paid leave (for example, sick, personal, or vacation time), then all such available paid leave must be taken concurrently with family/medical leave, and must be exhausted before unpaid leave is applied. . 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 your receipt of more than 100% of your salary

## **MILITARY LEAVE.**

The Company recognizes the importance of employees serving in the U.S. Uniformed Services for active duty, training, and emergency duty as well as leave time for examinations to determine fitness for duty. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees will continue to receive full pay while on leave for two-week training assignments and shorter absences in connection with either active military service or as part of membership in the National Guard or Ready Reserve. The portion of any military leaves of absence in excess of two weeks will be unpaid; however, employees may use accrued vacation time for the absence.

Continuation of medical insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Benefit accruals, such as vacation or sick time will be suspended during any military leave in excess of two (2) weeks, and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed, or a comparable one, depending on the length of military service, in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.



## **BEREAVEMENT LEAVE**

### **Funeral Leave for an Immediate Family Member:**

The Company recognizes that the loss of a loved one can be both traumatic and painful and that there may be a need to attend to important personal and/or funeral matters. Full-time employees may take up to a maximum of three (3) consecutive work days off with pay, up to and including the day of the funeral, in the event of death of a member of the employee's immediate family. In order to be paid for bereavement leave, an employee must notify his or her supervisor and request bereavement leave no later than the first day of absence.

### **Immediate Family Defined for Bereavement Leave:**

Immediate family members are defined as an employee's spouse/life partner, (step)child, parents, grandparents, grandchildren, and siblings of both you and your spouse/life partner.

### **Additional Time Off:**

The Company understands the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The employee may make arrangements with his or her supervisor for an additional four (4) unpaid days off in the instance of the death of an immediate family member. Additional unpaid time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

### **Record Keeping in Commonoffice.org:**

It is the employee's responsibility that upon return to work, after leave, they should submit the bereavement days on the commonoffice.org site. There is a separate category for bereavement ("funeral") that should be utilized. Not doing so will result in disciplinary action.

## JURY DUTY AND COURT APPEARANCES

### PURPOSE

To comply with state law as well as provide a benefit for employees required to perform jury duty and appear in court pursuant to the issuance of lawful summons.

### POLICY

**Notice of Service.** Jury duty is everyone's civic responsibility. If you are called to serve, you must give written evidence (copy of the summons) to your supervisor as soon as possible so that proper arrangements can be made to cover you in your absence. In addition, proof of service must be submitted to your supervisor when your jury duty is completed.

**Postponement.** Metro Corp. cannot make any attempt to have your service on a jury postponed except where business conditions necessitate such action.

**Jury Duty.** The Company is committed to helping employees with the important civic responsibility of jury duty. The Company will pay all employees for the first three (3) days of jury duty. Thereafter, the Company will pay the difference between the pay received for juror service and the amount of regular compensation. To receive compensation, you must present a court voucher and proof of actual juror service. Employees selected for jury duty must submit the jury duty subpoena to Human Resources. If employees serving as jurors are excused from Court prior to the close of the business day, they will be expected to report to work. Please notify your supervisor when summoned for jury duty, so that work schedules may be arranged to accommodate your absence.

**Witness Duty.** If you are subpoenaed to appear as a witness at trial, you may use accrued vacation or personal or sick leave to cover your absence. If you have no unused, accrued leave, you may take unpaid leave for the purpose of complying with the subpoena. If you are subpoenaed to be a witness at trial, you must give your supervisor a copy of the subpoena as soon as possible after receiving it, and you are expected to make a reasonable effort to minimize the duration of your witness leave.

## RETIREMENT SAVINGS PLAN

### PURPOSE

Because most individuals find it difficult to survive on their Social Security benefits alone, Metro Corp. has established a 401(k) plan to assist you on a “tax-deferred” basis in your post-employment years.

### SCOPE

All full-time employees who are at least 21 years of age.

### POLICY AND PROCEDURE

**Enrollment Date.** You are eligible to enroll in the 401(k) plan with your first full pay period. You are fully vested after five (5) years, provided your employment is continuous.

**Employee Contributions.** Each pay period, employees may contribute to the Plan, on a tax deferred basis, a portion of their salary, up to the federal dollar limit per calendar year. When Company performance allows, Metro Corp., in its sole discretion, may “match” a portion of each employee’s contribution.

**Plan Description.** For a full description of Metro Corp.'s Retirement Plan, please contact the Company’s Human Resources Administrator

## TRAVEL AND ENTERTAINMENT

### PURPOSE

To establish guidelines for business travel and entertainment.

### POLICY AND PROCEDURE

#### Approval for Travel.

All travel plans require prior approval of your immediate supervisor.

#### Reimbursable Travel, Food, Lodging, and Expenses.

Since there are different levels of reimbursement for different types of travel and the definition of "business travel" is not standardized, you should obtain clarification in advance of planning a trip as to what expenses are paid by Metro Corp.-- either directly or by reimbursement--and what must be borne by you. Some travel which is entirely for the benefit of Metro Corp. is fully funded. Other travel may be partly for your personal benefit and partly funded by Metro Corp.

**Travel Tickets.** In general, you are encouraged to select the least expensive tickets available for airline or train travel, e.g., coach class. Tickets should be purchased well in advance, where possible, to obtain the lowest rates. Any penalties associated with changing reservations will be paid for by Metro Corp. only if required by Metro Corp. or beyond your control.

**Meals.** You are encouraged to select moderately-priced restaurants. Lunches are not reimbursable unless they are part of a regular entertainment activity.

**Hotels/Motels.** You are also encouraged to select moderately priced hotels/motels, when there is an option which does not seriously inconvenience you. Also, please use hotels where trade accounts have been established, when possible (e.g., employees are usually approved to stay in hotels where conferences are being held). If late arrival is guaranteed and the reservation must be canceled, the cancellation must be made within the time allowed. Metro Corp. will not pay for no-shows.

**Automobiles.** If you are traveling by automobile (your own or a rental car) you must carry public liability and property damage

insurance at the minimum required by law. No employee may rent cars on Company business unless they hold a valid driver's license and have the state mandated minimum insurance. They should supply copy of insurance to Company.

**Baggage Expenses.** You must bear any extra costs on luggage that exceeds weight or other established limitations, except for required business materials that you are authorized or required by Metro Corp. to carry.

**Gratuities.** For expenses such as meals, taxi, etc., we suggest a gratuity equal to the accepted norm (generally 15%) and included in the amount reported. Gratuities in excess of 20% are not reimbursable. It is proper to show as "tips" gratuities to redcaps, skycaps, hotel porters, and bellhops (generally \$1.00 per bag).

**Laundry and Valet.** No laundry or valet expenses will be reimbursed for out of town travel less than one week.

**Travel Insurance.** Any travel insurance which you purchase is at your personal expense.

**Illness During Trip.** In anticipation of a trip, it is suggested that you familiarize yourself with the requirements of the Metro Corp. insurance policy regarding in-network and out-of-network medical care to ensure reimbursement by the insurance Company.

**Telephone.** A reasonable number of limited duration telephone calls home are considered acceptable on a business trip.

**Combined Business and Personal Travel.** Metro Corp. pays for the cost of the business segment, and you pay for the difference between that and the total.

**Spouse/Family on Trip.** If you choose to take your spouse or "significant other" on an approved business trip, the additional expense incurred is personal. Metro Corp. will reimburse expenses to the extent that it would have cost for you alone (i.e., the single rate for a hotel room).

**Miscellaneous Expense.** Unexplained items labeled "miscellaneous" are not allowable items of expense. Some examples of items not considered allowable are: newspapers, magazines, shoe shines, personal expenses incurred for household services due to employee's absence on a business trip, etc.

## **Entertainment.**

**Purpose.** Entertainment must serve definite business purposes with a reasonable expectation of deriving increased business benefits, networking and sharing crucial information with contacts relevant to the continued success of Metro Corp.

**Fellow Employees.** In general, entertainment (luncheon, dinner, etc.) of fellow employees of Metro Corp. is not allowed except when it is appropriate for that employee to be present when entertaining an outside contact.

**Expense Reports.** To ensure compliance with these regulations on lunches, dinners, and other entertainment expenses, the following information must be shown on the expense report:

- a. Cost;
- b. Date;
- c. Place (name and location) and nature of entertainment;
- d. Business purpose and nature of business benefit derived or expected to be derived; and
- e. Name and title of people present or other designation sufficient to establish business relationship to Metro Corp.

**Receipts.** Original itemized receipts are required for all expenditures and must be attached to the expense reports. Only the actual cost of the meal plus tip will be reimbursed. In no event will any undocumented expenses in excess of \$25.00 be reimbursed.

## **Reporting Travel and/or Entertainment Expenses.**

**Forms.** An expense report form must be used to report all travel and entertainment expenses. Expense reports that are filed more than one month after a trip may not be reimbursed. Any travel advances and/or Metro Corp. paid expenses should be noted on this report. Forms are available from the accounting bookkeeper.

**Proof of Expenses.** You must submit proof of expenses, with department head approval, including purchase of travel tickets, hotel bills, meal reimbursement, gasoline mileage, road tolls, taxi fares, tips, parking costs, and other expenses to the accounting bookkeeper. Copies of credit card bills may be used for this purpose.

**Travel Advances.** A minimal amount of cash will be issued as a travel advance for miscellaneous expenses at the discretion of the Company's Chief Operating Officer and with approval of the Department Head. A request form must be submitted to the Company's Chief Operating Officer three (3) days in advance and strict accounting must be kept of the use of the cash, including receipts returned with the expense report.

### **Personal Car Use**

Mileage for personal car use on behalf of the Company, when approved in advance by your supervisor, will be reimbursed, via an expense report form, at the current IRS approved rate. Employees must have insurance coverage (including liability coverage) on any personal vehicle used for Company business.

### **Cell Phone Use**

Employees with Company cellular phones are expected to utilize the phone for business purposes only. Use of the phone for personal phone calls should be kept to a minimum, and all personal phone call charges should be paid for by the employee.

When using cellular phones while driving, employees are expected to adhere to any local law restrictions, and should use a hands-free device for the safety of the employee, passengers, and other drivers.

### **Personal Use of Telephones, Blackberry, Pagers, Fax Machines, Mail Facilities, and Photocopy Machines**

Conducting company business requires the full use of office equipment. Therefore, the Company discourages the use of its telephones, pagers, fax machines, mail facilities, and photocopy machines by employees for anything other than Company business.

The Company recognizes, however, that there may be occasions when employees must make personal use of such equipment. Such use should be kept to a minimum, and must not interfere with the employee's productivity or the productivity of others.

Abuse of the Company's telephones, pagers, fax machines, mail facilities and photocopy machines for personal reasons may result in disciplinary action.

Whenever possible, employees should make personal telephone calls during breaks or lunchtime. Employees must reimburse the Company for all personal calls, fax transmissions, postage, and photocopies.

**SECTION 4**  
**EMPLOYEE COMMUNICATIONS**



## **BULLETIN BOARDS**

### **PURPOSE**

To provide an effective channel of communication to employees regarding Metro Corp. policies, benefit programs, job vacancies, special events and so forth.

### **PROCEDURE**

The Company has established rules applicable to all employees that govern solicitation and distribution of written material (including email) during working time, and entry onto Company premises and work areas. All employees are expected to comply with these rules:

- No employee shall solicit or promote support for any cause or organization during his or her working time, or during working time of employees at whom such activity is directed.
- No employee shall distribute or circulate any written or printed material in work areas during his or her working time, or during the working time of employees at whom such activity is directed.
- Under no circumstances will non-employees be permitted to distribute written material on Company property.

As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for the Company. It does not include authorized break periods, meal periods, or periods in which an employee is not performing, and is not scheduled to be performing services or work for the Company. “Solicitation” includes, but is not limited to, requesting funds, signatures, conducting membership drives, offering to sell merchandise or services, eliciting membership in clubs or organizations, or engaging in any other similar activity.

## **LEAVING THE COMPANY**

Employment at the Company is on an at-will basis, and can be terminated by either the employee or the Company, at any time, with or without notice, for any reason, or no reason. Termination means that an employee is separating from the Company, and will be removed from the payroll. The effective date of termination is the last day worked. Any wages owed through the termination date, including any accrued, unused vacation time, shall be paid to the employee by the next regular payday. Massachusetts employees who are involuntarily terminated will receive payment of all wages owed through the termination date, including any accrued, unused vacation time. Upon separation from employment, an employee should be certain that the Company has his or her current address in order to ensure timely arrival of the W-2 Form, and any other appropriate paperwork.

### **Notification of Termination by Employee**

The Company will consider an employee to have voluntarily terminated his or her employment if an employee does any of the following: (a) elects to resign from the Company; (b) is absent from work for three (3) consecutive days without giving proper notice to the Company regarding his or her absence; or (c) does not return to work after a Company approved leave of absence. Employees who voluntarily terminate their employment with the Company will receive their final wages on the regularly scheduled payday following their separation from the Company.

Employees who decide to resign their employment with the Company will be asked to give at least two weeks' notice. While the Company does not require such notice, we do appreciate employees giving us at least that much time. Occasionally, the Company may decide that it is in The Company's best interest for the employee to leave immediately or sooner than the notice date. In such cases, the Company may impose an earlier date.

### **Notification of Termination by The Company**

The Company maintains the right to terminate employment, as it deems appropriate, for any reason or no reason whatsoever. Should the Company make the decision to terminate an employee, the separation is involuntary. Employees who are separated involuntarily will be paid for the time worked and all accrued but unused vacation days, if applicable, on their last day of employment.

### **At-Will Employment**

As mentioned elsewhere in this Manual, all employment relationships with Metro Corp. are on an at-will basis. Thus, although Metro Corp. hopes that its relationships with you are long-term and mutually rewarding, Metro Corp. reserves the right to terminate any employment relationship at any time, with or without notice or cause.

If you voluntarily decide to leave Metro Corp., we ask that you give your supervisor at least two (2) weeks prior written notice. Advance notice allows Metro Corp. to arrange for a replacement. This notice also permits Metro Corp. to give you complete information concerning your benefits. Notice should include the effective date of the resignation and the reason for leaving.

On your last working day, you are required to turn in all Metro Corp. property, such as keys, building passes and equipment, in your possession. Employees who are discharged for violations of Metro Corp. policies and procedures are not entitled to any benefits, except those required by law.

### **Final Expense Reporting**

Final expense report forms should be submitted for processing prior to the employee's last day of employment.

### **Reemployment with the Company**

The Company will consider reemployment of former employees if the employee left in good standing with the Company, and if there are positions available for which the employee's skills and experience may be suitable.

### **Continuation of Medical/Dental Benefits (COBRA)**

If an employee resigns or is terminated (except for gross misconduct), or an event occurs which deems an employee no longer eligible for medical and/or dental insurance benefits, the employee and their eligible dependents may have the right to continue their current medical and/or dental insurance benefits for a period of time under applicable federal law, generally for up to eighteen (18) months.

Continuation of benefits under COBRA is available to those employees currently enrolled in the Company's medical and/or dental plans. Benefits will be continued for the same level of coverage while employed and will be subject to the same status change and enrollment timeframes.

COBRA participants will be required to pay the full cost of the current monthly insurance premium plus administration fees. Any changes in premium costs will be communicated to COBRA participants. Contact Human Resources for the current COBRA premiums.

Information about your COBRA continuation rights will be sent to your address of record shortly after your termination date.

COBRA benefits may be available to dependents that age out of the medical and/or dental plans at ages 19 or 23. For these dependents, COBRA benefits are available for up to 36 months. Employees must contact Human Resources as soon as possible to protect their dependents' COBRA rights and to provide

information such as the dependents' address for purposes of sending the COBRA notification information.

**Exit Interview Questionnaire.**

As part of our efforts to improve our working environment, you may receive a confidential questionnaire shortly after your termination date. The questionnaire is designed for you to tell us about both the good and bad experience you had while employed. Responses to the questionnaire will be summarized periodically and will be reviewed with management in a manner that maintains the confidential nature of the information.

## SECTION 5

### TRAINING AND DEVELOPMENT

#### EMPLOYEE ORIENTATION

##### PURPOSE

To assist newly hired employees in adjusting to the Metro Corp. work environment and become familiar with Metro Corp. policy, procedure, and benefit programs.

##### POLICY

The first ninety (90) days of your employment with Metro Corp. is an orientation period. The orientation period will give both you and Metro Corp. an opportunity to get to know one another. The orientation period may be extended when necessary to fulfill the needs of a new employee and those of Metro Corp.

#### PERFORMANCE PLANNING AND REVIEW

The Company's goal is to clearly articulate performance standards for employees, and provide regular feedback against performance expectations. In addition, the Company strives to complete formal performance evaluations upon completion on an annual basis, and whenever deemed necessary.

**Formal Reviews.** One of your supervisor's most important responsibilities is your growth and development as a Metro Corp. team member. The formal performance evaluations typically will include a review of the quantity and quality of the work performed, accomplishment of objectives, job knowledge, an employee's initiative, attitude, responsiveness, and ability to work successfully with colleagues. Depending upon an employee's job description and duties, a performance review also may include a review of other relevant factors. The process encourages two-way communication and shared accountability between supervisor and employee.

**Informal Reviews.** Your supervisor will also periodically conduct informal reviews to provide you with ongoing guidance. Whenever you have a question about how you are doing on the job, you should not hesitate to ask your supervisor. You are encouraged to discuss your performance at any time, and it is not necessary to wait until the formal evaluation process.

**Impact of Reviews on Compensation:** Positive performance evaluations do not guarantee increases in salary or payment of bonuses or any other type of

discretionary compensation. Promotions, salary increases, and the discretionary payments of any kind are solely within the discretion of the Company, and depend upon many factors in addition to individual performance.

**Performance Improvement Plan:** Employees who are experiencing certain performance-related problems may be put on a performance plan by their supervisor, with the goal that performance will quickly improve to a satisfactory level. Performance improvement plans are individually tailored to meet the needs of the employee and the particular situation. Should the employee continue to exhibit performance related problems, disciplinary action up to and including termination may be implemented according to Company practices. As employment with the Company is at-will, a performance plan does not guarantee continued employment for any length of time, including the duration of the plan or disciplinary action itself. The Company does not guarantee an employee the right to be placed on a performance plan, and it retains the right to terminate an employee's employment at any time, before, after or during implementation of a performance plan or disciplinary action

**SECTION 6**

**SAFETY, HEALTH AND SECURITY  
ACCIDENTS/INJURIES**

## **PURPOSE**

To prevent employee injuries and/or spread of contagious illness; to maintain a workplace free from recognized safety and health hazards; to facilitate Metro Corp.'s ability to comply with OSHA's requirements; to provide a uniform system of reporting work-related accidents and injuries.

## **POLICY**

You should report to your supervisor immediately if you or any visitor is injured. No matter how slight the injury is believed to be, it should be reported immediately to the supervisor. You should not attempt to treat your own or someone else's injuries without assistance.

**Medical Attention.** If medical attention is needed, the employee or nearest bystander should contact the Human Resources Assistant, who will provide assistance and take emergency measures prior to transport to outside medical facilities, if necessary. For emergency treatment, you will be transported to the appropriate Hospital Emergency Room.

**Physician's Statement.** You may be required to submit a physician's statement as to the length of time you expect to be out of work. Prior to returning to work, you must submit a physician's statement that you are able to carry out the essential functions of your position.

**Workers' Compensation Claims.** Metro Corp. is not responsible for the processing of Workers' Compensation claims for any employee who fails to adhere to this policy. Employees are solely responsible for any loss incurred through unauthorized treatment.

**Damaged Equipment.** For your safety, and that of other employees, please report any damaged or broken equipment to your supervisor so that repairs may be scheduled.



## SECURITY

### PURPOSE

To identify and provide security measures necessary to protect staff and visitors.

### POLICY

**Keys.** You are responsible for any keys and/or building passes which are issued to you. You are required to return issued keys and building passes when the nature of your job changes or when your employment is terminated. The unauthorized duplication of keys and building passes or giving out office key codes to unauthorized people are considered a breach of Metro Corp. security and will subject employees to disciplinary action up to termination. Employees who lose their keys or building passes are required to pay for their replacement and any changes required in the lock system.

**Visitors.** Personal visitors are not permitted in work areas unless accompanied by a Metro Corp. staff person. Should it be necessary for a friend or relative to speak with you during working hours, the individual must wait at the Reception Desk. All visitors must check in at the receptionist desk. The receptionist will call the staff member and the staff member must escort the visitor while on the premises. Former employees are generally treated the same as other visitors under this policy. Staff who have been terminated involuntarily may be excluded from visiting Metro Corp.

**Children.** Children visiting Metro Corp. must be accompanied at all times by an adult.

**After-Hours Staff.** If you are required to be in the office after normal hours or weekends, you will have to sign in and out upon arrival, and /or use your building pass.

**Metro Corp. Authority.** Metro Corp. reserves the right to direct that any visitor leave the grounds upon request by the Company's Chief Operating Officer. If a visitor who is requested to leave does not do so, the police may be called and the individual reported as a trespasser.

**Intruders.** **If you notice any suspicious individuals on the premises please notify the receptionist immediately.**

**Locks.** Only Metro Corp. is permitted to place locks on any part of Metro Corp. property. Any unauthorized locks will be promptly removed by

Metro Corp. and subject the employee(s) to disciplinary action. Staff who have any concerns about security should advise the Human Resources Administrator.

**Theft.** You must exercise reasonable care for your own protection and that of your personal property. In addition, you are expected to respect the property of others. Unauthorized possession of property belonging to another employee or visitor will be considered a breach of Metro Corp. security and will subject you to disciplinary action. Metro Corp. will assume no responsibility for employee losses resulting from robbery or theft while either on or away from the premises on Metro Corp. business.

## SERIOUS ILLNESSES

Metro Corp. recognizes that employees with life-threatening illnesses, such as AIDS, should be treated with dignity and respect and permitted to continue to engage in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards, and the medical evidence available to Metro Corp. indicates that their conditions are not a health or safety threat to themselves or others, Metro Corp. will continue to be sensitive to their conditions and assure that they are treated consistently with other employees. At the same time, Metro Corp. seeks to provide a safe work environment for all its employees and those members of the public with whom they may come into contact.

**Americans with Disabilities Act.** Metro Corp. complies with the federal Americans with Disabilities Act ("ADA"), the Massachusetts Fair Employment Practices Act, the Pennsylvania Human Relations Act and any other applicable federal, state and local statutes and ordinances.

Metro Corp. reserves the right to require post-offer/pre-employment medical examinations and testing and to undertake such infection control procedures as are permitted by law and/or recommended by the NIH, CDC and other regulatory and research bodies.

**Confidentiality.** It is the intention of Metro Corp. that all employees be afforded complete confidentiality when seeking counseling or medical referral assistance.

**Disclosure by Employees.** Employees may not disclose the AIDS, AIDS - related complex, or HIV-positive status of other employees to anyone without authorization. Improper disclosure may impose civil liability on Metro Corp. and, personally, on the employees involved. Such information should not be disclosed to anyone else. The employees of Metro Corp. are entitled to privacy and freedom from rumor and innuendo.

**Commitment.** Metro Corp. has an overall commitment to health education and to maintain an open and informed environment for all employees. AIDS is a national health problem and Metro Corp. feels the responsibility to educate its employees so that prejudice and unwarranted fear about the disease in the workplace can be eliminated. Consistent with this commitment, Metro Corp. offers the following range of resources: staff education and information on terminal illness and specific life-threatening illnesses; referral to outside agencies and organizations that offer support of services for life-threatening illnesses; and benefit consultation to assist employees in effectively managing health, leave, and other benefits.

**Equal Employment Opportunity.** Metro Corp. is an equal opportunity employer and does not discriminate against persons because of sex, age, race, national origin, religious beliefs, disability, sexual orientation, or because they have AIDS, AIDS-Related Complex (ARC), or have received a report that they test positive for the antibodies associated with the HIV virus.

**Education**. Metro Corp. wants to be sure that all employees know that current scientific studies show that AIDS is not transmitted through casual contact at work, such as eating meals in the same place, using common meal facilities and eating utensils, breathing the same air, sharing bathroom facilities, touching common paper and using the same telephone and other work-related equipment.

## VEHICLE USE

### PURPOSE

To insure the safe operation of vehicles used for Metro Corp. business.

### POLICY

**Reporting Requirements.** If you operate a vehicle for Company business, you must report to Metro Corp. any cancellations or suspensions of driver's license, conviction of a DUI charge, or involvement in an accident resulting in injury of persons or property damage exceeding \$500. Automatic suspension of privilege to operate a vehicle for Company business will result for suspension, cancellation, or DUI conviction. Metro Corp. will make the determination of whether the circumstances of the accident warrant suspension. Failure to make such a report will result in disciplinary action.

You must also maintain insurance equal or greater to the minimum statutory limit mandated by the state in which your car is registered.

We want employees how use their vehicle for business purposes to report insurance, cancellation of policy, and give HR copy of binder page of auto insurance each time it renews.

## CONFIDENTIALITY

As an employee of Metro Corp., your employment may require you to use or have access to Confidential Information. Such information is of great importance to the Company and all employees are under a legal obligation to maintain the confidentiality of such information. This policy explains our employees' obligations in this regard.

Under our policies, the term "Confidential Information" means (i) any and all information pertaining to the Company's business and marketing plans and strategies; (ii) the identity of the Company's subscribers, readers, advertisers, and vendors; (iii) the terms of any contracts with any of the Company's advertisers and vendors, and the amounts and rates paid to the Company by its advertisers and vendors; (iv) any and all files that employees have created, maintained or used in the course of performing their duties for the Company, or to which they otherwise have had access during the period of his or her employment with the Company as a subject for possible publication in any of the Company's publications; (v) any information obtained either as a result of any interview that an employee has conducted in the course of performing his or her duties for the Company or as a result of any interview that any other employee has conducted during such employee's employment with the Company; (vi) any information regarding the subject matter of any articles or stories that the Company intends to publish, may publish or has considered publishing; (vii) any and all documents electronic data bases, or other materials containing any information within the scope of subparagraphs (i) through (vi) above, including but not limited to memoranda, subscriber and advertising lists, e-mail messages, computer disks or printouts, rolodexes, handwritten or computer generated notes, tape or video recordings, and correspondence.

The term "Confidential Information" does not include any information already published by the Company, nor does it include any of the information specified in categories (v), (vi) and (vii) after a period of six (6) months has elapsed following a final decision by the Company not to publish any article based in whole or in part on such Confidential Information.

Both during their employment and thereafter, all employees of the Company must strictly maintain the confidentiality of all Confidential Information. Without the Company's express written permission, they may not disclose any Confidential Information to anyone not employed by the Company at the time of disclosure, nor may they use any Confidential Information other than while employed by the Company and as necessary to perform their duties for the Company. Under no circumstances may an employee or former employee (either for his or her own benefit or for the benefit of any person or entity other than the Company) (a) use or disclose and Confidential Information or (b) prepare or assist in the preparation of any article, story, or other report that pertains in any way to any subject or topic with respect to which the employee has used, developed, or had access to any Confidential Information. Upon termination of employment, however occasioned, employees must return to the Company all tape recordings, notes, computer disks and all information derived from such disks, documents and files that were made, gathered or used by them during the course of their employment with the Company.

Employees will be required to sign a Confidential Information Agreement Imposing contractual obligations upon them with respect to such information.

## COMPUTER SERVICES/ELECTRONIC COMMUNICATIONS

### PURPOSE

To establish appropriate security measures with regard to Metro Corp.'s computer and telephone network, including access to and review or disclosure of voice mail and electronic files and electronic mail (e-mail) transmitted through or stored on any part of Metro Corp.'s computer system; to regulate the use of e-mail and the Internet, including but not limited to, the World Wide Web.

### SCOPE

All employees and any other person authorized to use Metro Corp.'s computer and voice mail system, whether on a regular or temporary basis ("Authorized Users").

### POLICY

Metro Corp. provides a wide variety of computer and networking services for its employees. As a user of Metro Corp.'s computer and telephone facilities, you must conduct yourself in a professional and responsible manner. It is each computer user's responsibility to be familiar with and abide by the provisions set forth in this policy.

As an employee, your use of Metro Corp.'s computer, electronic mail, and telephone and voice mail systems represents an agreement to abide by the Company's policy regarding that system, and includes your understanding that you have no expectation of privacy with use of this information or with the transmission, receipt, or storage of information in this equipment.

### PROCEDURE

**Administration.** This policy is administered and the equipment maintained by the Information Systems Department ("ISD") under the supervision of the Company's Chief Operating Officer.

**Ownership.** Metro Corp.'s computer system includes individual desktop computers (PCs), laptop computers, floppy disks, compact disks (CDs), zip disks, magnetic tapes, modems, file servers, printers, and all other components of the Company's computer network. Metro Corp.'s equipment and systems have been acquired, installed, and maintained at great expense to Metro Corp. **All hardware and software are exclusive property of Metro Corp. Records, files, and electronic**



**communications contained in these systems likewise are the property of Metro Corp.**

**Hardware Modifications.** Authorized Users are not permitted to make any hardware modifications to Metro Corp equipment or to use hardware brought in from outside Metro Corp. without the prior express approval of the ISD.

**Software Installation.** Authorized Users are prohibited from installing any software whatsoever onto the network **or your individual computer.** Often the installation of a new software program can alter or replace critical “system” files needed by other applications. The ISD will not, however, provide any support for programs installed by you on the local hard drives. In addition, if non-approved software or programs have been installed on any local hard drives or the network, ISD may remove them immediately without informing the user.

**Viruses.** Metro Corp.-approved virus checking software must be installed and always running on your computer. Never disable this software. Never insert any floppy disks into your PC or download any files from any outside source without first checking them for viruses.

**Business Use.** Use of Metro Corp’s computer network is provided to Authorized Users at Metro Corp’s expense to assist them in carrying out Metro Corp’s business. The network permits Authorized Users to perform their jobs, share files, and communicate with each other internally and with selected outside individuals and companies that Metro Corp, in its sole discretion, decides should be accessible for communication or connected to the system. The computer network and files thereon are to be accessed only by those Authorized Users who have a need to access a particular program and file during the course of an in connection with their employment. Unauthorized review of files, dissemination of passwords or confidential information, damage to systems, removal of files or programs, or improper use of information contained in the computer system is strictly prohibited and could result in the immediate termination of the offending individual.

**Company Access.** Access through the Metro Corp to the computer system and to the Internet, is intended for business-related purposes. Use of the computer network or the Internet to engage in commercial activities (such as soliciting outside business ventures, advertising for personal enterprises, or soliciting for such non-Company related purposes as fundraisers) for your own benefit, or for the benefit of anyone other than Metro Corp., is prohibited.

**Monitoring.** The system and its contents are subject to inspection, examination, and/or monitoring by authorized Metro Corp representatives, for any reason deemed sufficient by Metro Corp in its sole discretion. There are many reasons why Metro Corp. may need to access employee e-mail, computer files, the computer network, or other Company property, including, but not limited to the following needs: to continue to conduct business at times when an employee is unavailable; to respond to request by outside auditors or counsel; to respond to discovery requests if Metro Corp. is involved in litigation; to maintain quality control; to conduct training activities; and to monitor job performance and investigate employee conduct. Nothing in this paragraph is intended to limit Metro Corp.'s rights to conduct such monitoring or inspection at any time.

**Review, Deletion and Disclosure.** Metro Corp. has the capability to access, review, copy, modify, and delete any information transmitted through or stored on the network, including e-mail messages. Metro Corp. reserves the right to access, review, and copy, modify, or delete all such information and to disclose it to any party (inside or outside Metro Corp.) that Metro Corp., in its sole discretion, deems appropriate for any valid business purpose. Any files containing the personal information of an Authorized User as a result of the User making incidental use of a computer for personal purposes, including transmission of personal e-mail messages, will be treated no differently than other files. Accordingly, Authorized Users should not use the computer system to send, receive, or store any information that they wish to keep private.

**Shared System.** Authorized Users should be aware that computer programs record a variety of information and data, and that even when a User deletes or erases the data or files, such material may still be retrievable at a later time either from the network itself or from back-up tapes. Authorized Users should consider the computer network a shared-file system under which files sent, received, or stored anywhere in the network will be available for review and use by any authorized representative of Metro Corp.

**Security and Passwords.** Security on the computer system is high priority. Authorized Users must use passwords as made available by the ISD to protect against unauthorized access to files on which they are working. (Note, however, that individual passwords do not prevent authorized Metro Corp. representatives from accessing those files.) Never disclose personal or system passwords to anyone other than authorized Metro Corp. representatives. Keep your password in your head, on your person (wallet or purse), or locked up – not in your desk drawer or taped somewhere on your computer. If you believe that someone else knows one of your passwords, you should contact the ISD to have your password changed. You are responsible for any information transmitted through the

network under your user login. System logs exist on the servers that identify which user signs into which computer.

**Problems.** If you feel you can identify a security problem on the network or on your computer, notify the ISD immediately. Do not demonstrate the problem to other users. Do not ever use another individual's account without express written permission of the account holder. Never attempt to log on to the network as a system administrator.

**Confidential Client and Company Information.** Employees must exercise a greater degree of caution in transmitting confidential Metro Corp. information on the computer network than they take with other means of communicating information (for example, written memoranda, letters, or phone calls) because of the reduced human effort required to redistribute information electronically.

1. Confidential Metro Corp. information should never be transmitted or forwarded to outside individuals or companies not authorized to receive that information and should not be sent or forwarded to other persons inside the Company who do not need to know that information.
2. Unencrypted confidential or Metro Corp. information should not be transmitted over the Internet or any other non-secure service. You should assume that the Internet and similar services are not secure – that is, unless special encryption programs are utilized, your messages may not be private and may be accessed by unauthorized persons.
3. Always use care in addressing e-mail messages to make sure that messages are not inadvertently transmitted to an unauthorized user or a disinterested Authorized User. In particular, exercise care when using distribution lists to make sure that all addresses are appropriate recipients of the information. Individuals using lists should take measures to ensure that the lists are current.
4. Refrain from routinely forwarding messages containing confidential information or Metro Corp. information to multiple parties unless there is a clear business need to do so.
5. Do not transmit Metro Corp. information to outside individuals or companies on a floppy disk or other electronic carrier (i.e., zip disks) if that disk or carrier has previously been used within Metro Corp. Such electronic media may have previously contained confidential Metro

Corp. information, and even though that information may have been “deleted,” so that it no longer shows up on the file directory, it may still be retrievable by the recipient. Transmit the information on a new disk instead.

**Attorney-Client Privileged Communications.** Some of the e-mail messages or memoranda sent, received, or stored on the network may constitute confidential, privileged communications between Metro Corp. and its counsel. Never forward such messages, or their contents, to any outsiders.

Attorney-client communications should not be transmitted over the Internet or any similar non-secure service without express consideration, in consultation with counsel, of the potential waiver of the attorney-client, work product, and self-evaluative privilege.

**Viewing and Protecting Electronic Files.** In order to further guard against improper dissemination of confidential Metro Corp. information, Authorized Users should not access their computer for the first time each day in the presence of others. Confidential Metro Corp. information should not be displayed on the screen when a computer is unattended. Do not leave floppy disks, CDs, or backup tapes that contain confidential Metro Corp. information open to access by third persons. Keep them locked in drawers or file cabinets.

**Notebook Computers.** Extra precautions must be exercised when taking confidential Metro Corp. information out of the office in a notebook computer. Never leave notebook computers that contain confidential client or Metro Corp. information unattended while traveling. Confidential client or Metro Corp. information should never be stored on the hard drive of laptops.

**Copyrighted Information.** Use of the computer system to copy and/or transmit any software programs, documents, or other information protected by the copyright laws is prohibited by federal law and may subject you and Metro Corp. to civil and criminal penalties.

1. Never copy software programs of any kind, including programs on the network, without express authorization from the ISD.
2. Never accept copies of any software programs from other employees or persons outside Metro Corp. without approval from the ISD.
3. Never download information from the Internet without approval from the ISD. This includes, without limitation,

screen savers, games, music, instant messaging software, personal finance software, and income tax software, as well as any type of software used in your daily work.

**E-Mail and Internet Guidelines and Etiquette.** Use of computer network to engage in any communications that are in violation of Metro Corp. policies, including, but not limited to, transmission of comments or jokes that are discriminatory, defamatory, obscene, indecent, offensive, or harassing, or transmission of messages that disclose personal information about others without authorization, is strictly prohibited. Use discretion and common sense. If you have any reservation whatsoever concerning the appropriateness of a message, you should refrain from sending it.

1. Your e-mail messages may be read by someone other than the person(s) to whom you send them or someday may have to be disclosed to outside parties or a court in connection with litigation. All messages should be courteous, professional, and businesslike.
2. The following general guidelines should be followed:
  - (a) Posting an e-mail message intended to insult and provoke is prohibited. Be polite. Act in a professional and courteous manner.
  - (b) Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
  - (c) Use caution when sending “joking” or humorous messages. Intended sarcasm can be lost without facial expressions or voice intonations. Jokes concerning gender, race, religion, disability, national origin, age, color, or sexual orientation are strictly prohibited.
  - (d) Use discretion when sending personal or private information about yourself through electronic mail. Despite precautions, messages might be forwarded (perhaps, accidentally) or viewed over a recipient’s shoulder.

**E-Mail Etiquette.** The foregoing e-mail etiquette guidelines apply equally to Internet communications. In addition, the following guidelines apply:

- (a) It is generally recommended that you do not reveal your home address or home phone number, or those

of your colleagues (without their permission), over the Internet. Transmission over the Internet generally is not secure. Never reveal financial or credit card information over the Internet.

- (b) When expressing a personal opinion over the Internet that is not officially supported by Metro Corp, the following disclaimer must be included: “The opinions expressed are the personal opinions of the [author] and not of Metro Corp. unless explicitly stated otherwise.”

**Storing and Deleting E-Mail Messages.** Metro Corp. strongly discourages the storage of large numbers of e-mail messages for a number of reasons:

1. Because e-mail messages frequently contain confidential information, it is desirable to limit the number, distribution, and availability of such messages to protect confidential information; and
2. Retention of messages consumes large amounts of storage space on the network and personal computers and can slow the performance of both the network and individual personal computers.
3. Authorized Users should observe the following guidelines to help minimize disk storage:
  - (a) Check e-mail daily and delete unnecessary messages immediately.
  - (b) Back up or delete unnecessary or outdated messages. Messages which require action or are necessary to an ongoing project should be stored in electronic mailboxes or folders only as long as absolutely necessary. Authorized Users should audit their stored e-mail messages regularly to identify messages that are no longer needed.

**Audits of the Computer System.** To ensure that Authorized Users comply with these policies, Metro Corp. may conduct periodic audits of the computer network, including individual personal computers, floppy disks, CDs, or backup tapes. An Authorized User’s failure to comply with any of these policies may lead to disciplinary action, up to and including termination.

## **OPEN DOOR POLICY**

The Company believes it is important to provide employees with channels of communication so they can have issues or questions promptly addressed. Therefore, employees should feel free to contact Human Resources or any member of management with employment-related concerns or issues. If an employee has an unresolved concern, the employee has the right and responsibility to bring the concern to the attention of upper management. We believe that such concerns can be resolved within the organization.

**SECTION 7**  
**STANDARDS OF CONDUCT**



## **EMPLOYEE CONDUCT**

### **PURPOSE**

To identify expected standards of professional behavior for all staff and provide a corrective action framework designed to maintain such standards.

### **GUIDELINES**

As an integral member of the Metro Corp. team, you are expected to accept certain responsibilities, adhere to reasonable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that you refrain from any behavior that might be harmful to you, your co-workers, and/or Metro Corp., or that might be viewed unfavorably by current or potential customers and vendors or by the community-at-large.

Types of behavior and conduct that Metro Corp. considers inappropriate and warrant discipline, up to and including immediate discharge, include, but are not limited to, the following:

- Conviction of felony charge.
- Interfering with Metro Corp. operations.
- Failure to adhere to Personal Appearance Policy.
- Violation of Policy on Harassment.
- Fighting, horseplay, practical jokes or other disorderly conduct which may endanger the well-being of any employee or Metro Corp. operations.
- Violating the Substance Abuse Policy.
- Falsifying employment or other Metro Corp. documents or records.
- Unauthorized possession of Metro Corp. property.
- Gambling or conducting unlawful games on Metro Corp. premises.
- Possession/use of firearms or other dangerous instruments.

- Violation of Solicitation and Distribution Rule.
- Engaging in acts of dishonesty, fraud, theft or sabotage.
- Destruction of or damage to Metro Corp., employee or visitor property.
- Threatening, intimidating, coercing, or interfering with the performance of other employees.
- Insubordination/refusal to comply with instructions/failure to perform assigned duties.
- Conduct which reflects adversely on Metro Corp.'s reputation.
- Poor job performance.
- Leaving Metro Corp. before completion of your work shift without supervisory approval.
- Violation of Attendance Policy.
- Failure to observe safety and security regulations.
- Failure or refusal to cooperate with any investigation.
- Discussing confidential Metro Corp. information outside the Company or with those within the Company who have no business need to know the information
- Engaging in such other practices as Metro Corp. determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of Metro Corp., its employees, customers or visitors.

Should your performance, work habits, overall attitude, conduct, or demeanor become unsatisfactory in the judgment of Metro Corp., based on violations either of the above or of any other Metro Corp. policies, rules or regulations, you will be subject to disciplinary action, up to and including discharge.

## ATTENDANCE

### PURPOSE

To maintain efficient operations and enable Metro Corp. to provide timely, comprehensive customer service at all times.

### POLICY AND PROCEDURE

**Absence/Lateness Reporting.** The job you do for Metro Corp. is important. To perform efficiently, you must report to work on time and maintain a good attendance record. Many people depend on you -- Metro Corp. customers and co-workers alike. However, we recognize that you may have to be absent from work due to occasional illness, accident or personal emergency. This is understandable, but you must report anticipated absences or lateness to your supervisor by telephone prior to your shift at the earliest possible time. If you fail to report your absence in this manner, you will be subject to disciplinary action, up to and including discharge.

**Notification.** If you know that you are going to be absent in advance, your supervisor must be notified as early as practicable and by 9:30 a.m. at the latest. If you fail to report an absence in this manner, you will be subject to disciplinary action.

Make every effort to speak with supervisor.

**Excessive Absence/Lateness.** If you are frequently absent and/or late, or fail to report an absence to your supervisor, there may be cause for serious disciplinary action, up to and including discharge.

**Physician's Verification.** Metro Corp. requires a physician's written verification for all absences of greater than two (2) consecutive days.

**No Call/No Show.** Absence without notification ("no call/no show") for two (2) consecutive days will be considered a voluntary resignation.

## CONFLICT OF INTEREST

### PURPOSE

To ensure that employees are devoting appropriate efforts to their work; to reduce potential conflicts of interest from secondary employment; and to maintain high standards of honesty and integrity in Company operations.

### POLICY

**In General.** All regular full-time employees are expected to devote their primary work efforts to the interests of Metro Corp. and conduct of its affairs. Metro Corp. recognizes your right to engage in activities outside of your primary employment which are of a private nature and unrelated to Company business. However, it is requested that you refrain from engaging in other employment that: (1) could be inconsistent with the interests of Metro Corp., (2) could, by reason of the association, have a derogatory effect on Metro Corp., and/or (3) could require devoting so much time and effort to the job that work efficiency would be adversely affected.

**Other Employment.** You are discouraged from accepting outside employment or engaging in an association with another Company, especially within the publishing industry, that could result in a potential conflict of interest. You may, of course, pursue other employment unconnected with Metro Corp. provided that you continue to perform your job satisfactorily. Because it is not practical to list every kind and degree of potential conflict of interest, you should discuss the nature of any outside activity with your supervisor before engaging in the activity.

Your supervisor should be informed in advance of speech-making, participation on panels, and related activities.

**Gifts and Gratuities.** You may not, directly or indirectly, solicit or accept any gifts, money, services, or anything else of value from any persons or organizations doing business or desiring to do business with Metro Corp.. All gifts should be returned promptly to the donors with an explanation of Metro Corp.'s policy.

This policy should not be construed as prohibiting the acceptance of gifts from customers and suppliers when circumstances clearly show that the gifts are offered for reasons of personal esteem and affection, and not with intent to influence the employee in the conduct of Company business. For example:

- A box of candy around holiday time;
- Certain courtesies, such as payment for a modest lunch or dinner or tickets to a local public event;
- Advertising novelties, provided the item is of no appreciable value.

**Equipment and Facility Use.** The use of Metro Corp. equipment and facilities for non-Metro Corp. business is not permitted unless prior approval is received from the appropriate supervisor.

**Questions.** Any questions regarding a possible conflict of interest or outside work should first be discussed with the Company's Chief Operating Officer.

**Disciplinary Action.** Failure to disclose appropriate information under this Policy may lead to corrective action, up to and including discharge.

**Confidential Information.** You are not permitted to use or disclose privileged, proprietary or confidential information for any purpose other than business related to Metro Corp..

## **DISCRIMINATION AND HARASSMENT**

### **Discrimination and Harassment**

The Company maintains a positive and productive work environment that calls for the highest standard of personal conduct. It is therefore the policy of the Company to maintain a working environment free of discrimination and harassment. The Company strictly forbids discrimination or harassment of any kind, including discrimination or harassment based on race, color, religion, creed, sex, pregnancy, national origin, sexual orientation or preference, age, physical or mental disability, genetic information, marital status, ancestry, citizenship, veteran, military or reservist status, or any other category protected under applicable federal, state or local law.

This policy extends to each and every level of the Company. Accordingly, any form of harassment or discrimination, whether by a fellow employee, supervisor, or by a third party doing business with the Company, will not be tolerated. In furtherance of the Company's policy to provide each of you with a work environment free from discrimination and harassment, the Company requires that all of its supervisors be responsible for the prevention and elimination of all forms of harassment within their respective departments.

Harassment is verbal or physical conduct that demeans or shows hostility or aversion toward an individual and that may be offensive to others, creating an offensive, intimidating or hostile working environment, or interfering with another employee's work performance. Examples of such behavior include but are not limited to:

- Using epithets, slurs, insults or negative stereotyping;
- Engaging in behavior that is hostile or demeaning toward an individual or group;
- Threatening or intimidating another individual or group; and
- Making reference to written or graphic material that demeans, ridicules, or shows hostility toward an individual or group.

An employee who believes that he or she has been the object of discrimination or harassment based on race, color, religion, creed, sex, pregnancy, national origin, sexual orientation or preference, age, physical or mental disability, genetic information, marital status, ancestry, citizenship, veteran, military or reservist status, or any other category protected under applicable federal, state or local law, or who observes an incident of such harassment, should report the matter immediately to his or her supervisor. A supervisor who observes an incident that may constitute harassment or who otherwise becomes aware of such an incident, should immediately notify a member of the Human Resources Group to arrange

for an appropriate investigation. Upon completion of the investigation, the employees directly involved with the incident will be advised of the results.

An employee not satisfied with his or her supervisor's response to a complaint of harassment, or who for any reason feels uncomfortable discussing the matter with his or her supervisor (for example, if the complaint concerns the supervisor's conduct) may bring the complaint directly to the attention of Human Resources. The complaint will be investigated, and the complaining employee will be advised of the findings of the investigation.

To the fullest extent possible, all internal investigations of complaints will be conducted confidentially.

## Sexual Harassment

It is the Company's policy to provide its employees with a work environment free from harassment, which includes, but is not limited to, harassment on the basis of sex. Sexual harassment is a form of sex discrimination that the Company will not tolerate and is against the law. Sexual harassment may include the following conduct when it is unwelcome to the recipient:

- Verbal comments or propositions of a sexual nature;
- The display or circulation of sexually suggestive or explicit visual or printed material; or
- Physical conduct of a sexual nature.

Every employee is expected to be aware of this policy and of the types of conduct that may constitute unlawful harassment, as well as the avenues of assistance provided by the Company for addressing complaints of sexual harassment.

This policy extends to each and every level of the Company's operations. Accordingly, sexual harassment, whether by a fellow employee, supervisor, or non-employee doing business with the Company, whether of the same sex or the opposite sex, will not be tolerated. In furtherance of the Company's policy to provide each employee with a work environment free from harassment, the Company requires that each of its managers be responsible for the prevention and elimination of all forms of harassment within their respective departments.

Acts that are considered to constitute sexual harassment include, but are not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to such conduct is either an express or implied term or condition of employment;
- Submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person;
- The purpose of such conduct is to substantially interfere with the affected individual's work performance, or to create an intimidating, hostile, or offensive work environment; or
- The effect of such conduct is to substantially interfere with the affected individual's work performance, or create an intimidating, hostile, or offensive work environment.

Examples of conduct that, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness, include:



- Direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits (favorable reviews, promotions, salary increases);
- Touching any part of another employee's body;
- Derogatory or provoking remarks about or relating to an employee's gender, sexual orientation, or sexual activity;
- Displaying or transmitting sexually aggressive materials, or using sexually explicit language or gestures;
- Continuing to ask an employee to socialize on or off duty when that person has indicated an unwillingness to do so;
- Coerced sexual acts; or
- Off-duty conduct that falls within the above definition, and affects the work environment.

Please note that while this policy sets forth the Company's goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for unacceptable workplace conduct, regardless of whether that conduct satisfies the definition of sexual harassment.

A copy of this policy will be provided to every employee, and extra copies will be available from Human Resources upon hire, and will be distributed annually.

### **Sexual Harassment Complaint Procedure**

Sexual harassment of any kind serves no legitimate purpose and has a disruptive effect on the employee's ability to perform the employee's job properly. the Company takes allegations of harassment very seriously, and will actively investigate all complaints. If it is determined that harassment has occurred, the Company will take appropriate action against the offending persons, up to and including termination of employment.

If an employee believes that he or she has been harassed or has witnessed the harassment of others, he or she needs to bring the concerns to the attention of management immediately in any of the following ways:

- Report the conduct to the employee's immediate supervisor;
- Report the conduct to the employee's supervisor's supervisor;
- Report the conduct to any member of management with whom the employee feels comfortable.

- Report the conduct to the Human Resources Department (Philadelphia – Rick Waechter or Alexandra Campanaro; Boston – Rick Waechter or Joy Bruno)

**IMPORTANT NOTE:** If the particular circumstances make a discussion with or a complaint to the employee’s own supervisor inappropriate (for example the complaint involves the employee’s manager), the employee should not hesitate to immediately bring the matter to the attention of Director of Human Resources or any other member of senior management.

It is the Company’s policy that all such matters will be handled with appropriate care and discretion, and receives a thorough investigation. When an employee brings a complaint to the attention of any member of the Company, Human Resources will be notified and an investigation of the allegations will be undertaken promptly. Such investigation shall generally include, at a minimum, interviews with all persons identified as having direct and personal knowledge of the incident(s) in question.

If the investigation reveals that inappropriate workplace conduct has occurred, the Company will take prompt and effective remedial action. Such measures are designed to put an immediate stop to the harassment as well as prevent its recurrence. Therefore, the Company retains the right to take whatever action it believes appropriate under the circumstances, up to and including terminating the employment of the offending person.

**In addition, retaliation against employees for reporting or complaining of discrimination or harassment, or for cooperating in the investigation of a report or complaint, is unlawful, and will not be tolerated. Any retaliation will warrant disciplinary action, up to and including terminating the employment of the offending person.**

#### Legal Information

Discrimination and harassment is unlawful under both federal and state law. The Company is committed to responding quickly and effectively to any internal report of harassment, and hopes that the employee will be comfortable coming forward and allowing us to pursue an internal investigation of the matter.

In addition to the Company’s internal complaint procedure, an employee may also pursue a complaint by contacting the following federal and state agencies:

The federal agency that enforces the law is the Equal Employment Opportunity Commission. State agencies also enforce the law. The relevant offices may be reached at:

#### Boston

U.S. Equal Employment Opportunity Commission  
John F. Kennedy Federal Building,  
475 Government Center  
Boston, MA 02203, (617) 565-3200

Massachusetts Commission Against Discrimination, One Ashburton Place, Rm 601

Boston, MA 02108, 617-994-6000.

Philadelphia

U.S. Equal Employment Opportunity Commission  
The Bourse Building, 21 S. Fifth Street Suite 400, Philadelphia, PA 19106, (215)  
440-2600

Pennsylvania Human Relations Commission  
110 North 8<sup>th</sup> Street, Suite 501  
Philadelphia, PA 19107  
(215) 560-2496

However, as stated above, the Company is committed to responding quickly and effectively to any report of harassment, and hopes that all employees will feel comfortable coming forward and allowing us to pursue a resolution of the matter internally.

## **EMPLOYMENT OF RELATIVES AND FRATERNIZATION**

The Company permits the hiring of relatives, life partners, or significant others, in circumstances that do not present an apparent conflict of interest. The Company, in its sole discretion, will determine whether a conflict of interest exists.

Relatives will not be permitted to supervise one another (directly or indirectly), and relatives will not be hired, promoted or transferred into the same department as an employee who is a relative, life partner or significant other. Employees should also not be assigned to positions in which they have access to salaries, performance reviews, or other confidential information concerning a relative, life partner or significant other. It also includes the ability to assign, process, review, approve, audit, or otherwise influence the work of a relative, life partner or significant other. If two employees become related after employment and their positions present a conflict with this policy, one of the two will be reassigned to another position, if it is available. If this is not possible, the situation will be discussed and resolved with the employees, their supervisors, and Human Resources. The company prohibits the hiring of relatives within departments where highly confidential information is available to employees such as Legal, Human Resources, Internal Audit or Compliance.

The Company strongly discourages Managers, including supervisors, from engaging in romantic relationships with non-management employees. Relationships between supervisory and non-management employees raise issues of equity, fairness, and favoritism. If the Company becomes aware of any such relationship, both parties will be interviewed, and if they wish to continue the relationship, the supervisory employee may be asked to leave the Company.

Relationships between non-management employees are not addressed by this policy. However, if a relationship between employees results in disruptions in the workplace, or disrupts performance, the matter will be addressed as appropriate, and discipline may be imposed.

## **PERSONAL APPEARANCE AND DEMEANOR**

Discretion in style of dress and behavior is essential to the efficient operation of Metro Corp. You are expected to maintain an appropriate appearance and to behave in a professional manner. Therefore, you are urged to use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents Metro Corp.

Office staff is expected to dress in appropriate attire for the publication from Monday through Friday. For most publications, jeans, jogging suits, polo shirts, t-shirts, and sneakers are not considered suitable business attire.

## **TELEPHONE USE**

The way you answer the telephone immediately conveys an image of Metro Corp. to the caller. Efficient and friendly telephone service is vital to our operation.

You should answer all calls to the Company promptly and courteously within 2-3 rings, using a pleasant and helpful voice at all times. Identify yourself by name, giving the caller your complete attention and speaking directly and distinctly at all times.

## SOLICITATION AND DISTRIBUTION

### PURPOSE

To ensure a professional operating environment and prevent interference with work and inconvenience to others; to keep work areas clean and litter-free.

### POLICY

**Employees.** Employees may not distribute literature or printed material of any kind, sell merchandise, solicit financial contribution, or solicit for any other cause during working time, without prior permission from the Company's Chief Operating Officer. Employees who are not on working time may not solicit employees who are on working time for any cause or distribute literature of any kind to them. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time.

**Non-Employees.** Non-employees are likewise prohibited from distributing material or soliciting employees on Metro Corp. premises at any time.

## **SUBSTANCE ABUSE**

It is the Company's policy to maintain a drug and alcohol free workplace. Accordingly, the unlawful manufacture, distribution, dispensation, possession, or use of alcohol, illegal narcotics, drugs, or controlled substances by Company employees while on Company business, or on Company premises, are prohibited. Company premises include all land, property, buildings, structures, installations, parking lots, means of transportation owned by or leased to the Company or otherwise being utilized for Company business, and private vehicles parked on Company premises. Employees are also prohibited from reporting to work while under the influence of alcohol, illegal narcotics, drugs, or other controlled substances, except if the controlled substances are taken pursuant to the instructions of a licensed health care provider.

Violation of this rule will result in disciplinary action, up to and including termination. In addition, any such substances found during the course of enforcing this policy may be turned over to the appropriate law enforcement authorities, and may result in criminal prosecution.

Employees suspected of possessing or using alcohol, illegal narcotics, drugs or other controlled substances (other than controlled substances that are taken pursuant to the instructions of a licensed health care provider) at the workplace are subject to inspection and search, with or without notice. Employees' personal belongings, including any bags, purses, briefcases, and clothing, and all Company property, also are subject to inspection and search, with or without notice.

A conviction for or plea to (including a plea of nolo contendere) the use, possession, sale, manufacture, dispensing or distribution of alcoholic beverages or illegal or non-prescribed, controlled drugs shall also subject you to disciplinary action, up to and including discharge.

### **Employee Assistance Program (EAP)**

The Employee Assistance Program (EAP) is a confidential counseling and referral service available to help the Company's staff, their family members, and significant others deal with personal challenges, both at work and at home. Additional information about the EAP services is available through Human Resources.



## **SMOKING**

In keeping with the Company's intent to provide a safe and healthy work environment, smoking throughout the facilities, including the restrooms, hallways, all common work areas, elevators, conference and meeting rooms, lobby, and all other enclosed indoor or outdoor areas, is prohibited.

This policy applies to all employees, clients, consultants, contractors, and visitors. Smoking is permitted only in designated smoking areas.

Compliance with the smoke-free policy is mandatory. Any disputes involving smoking should be referred to your supervisor or Human Resources. Employees who violate this policy are subject to disciplinary action, up to and including termination. No person or employer shall discharge, refuse to hire, refuse to serve, or in any manner retaliate against any employee, applicant, or client because such employee, applicant, or client takes any action in furtherance of the enforcement of this regulation, or exercises any right conferred by this policy.

**ACKNOWLEDGMENT**

I have received the Metro Corp. Employment Information Manual. I understand that the contents of the Manual are presented as a matter of information only, and that the policies, procedures and benefits described are not conditions of employment. I understand that Metro Corp. reserves the right to modify, revoke, suspend, terminate, or change any or all such policies, procedures and benefits in whole or in part, at any time with or without notice. I further understand that the language which appears in the Manual is not intended to create nor is it to be construed to constitute a contract between Metro Corp. and myself, and that my relationship with Metro Corp. is "at-will" and may be terminated at any time with or without notice or cause.

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(PRINTED NAME OF EMPLOYEE)