



# **Employee Handbook Supplement: Oregon**

# Oregon Supplement

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## **General Information**

### **About This Oregon Supplement**

SterlingRisk is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Oregon employees will receive the Company's Employee handbook and the Oregon Supplement to the Employee Handbook.

The Oregon Supplement, however, applies only to Oregon employees. It should be read together with the Employee Handbook and, to the extent that the policies in the Oregon Supplement, or what is required under Oregon or local law are different from, or more generous than those in the Employee Handbook, the policies in the Oregon Supplement or required under applicable law will apply.

The Oregon Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the Chief Executive Officer has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the Chief Executive Officer.

If employees have any questions about these policies, they should contact the Human Resources Department.

## **Commitment to Diversity**

### **Equal Employment Opportunity**

As set forth in the Employee Handbook, SterlingRisk is committed to equal employment opportunity and to compliance with Oregon state and federal antidiscrimination laws.

### **Sexual and Other Unlawful Harassment**

SterlingRisk is committed to providing a work environment free of harassment. The Company complies with Oregon law and maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment or interns based on race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin or ancestry, citizenship, physical or mental disability, genetic information, age (18 and over), veteran status, uniform servicemember status, unemployment status, expunged juvenile record, sexual orientation, gender identity, marital status, family status, or having been a victim of sexual abuse, including domestic abuse, sexual assault or stalking. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

Sexual harassment prohibited under this policy includes sexual assault, which is unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

All employees are expected to comply with the main Sexual and Other Unlawful Harassment policy provided in the Company's Employee Handbook. While the Sexual and Other Unlawful Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Any employee who believes they have been harassed or discriminated against should provide a written or verbal report to their supervisor, another member of management, or to the Human Resources Department as soon as possible. All employees are encouraged to document any incidents involving discrimination, harassment or sexual assault as soon as possible.

SterlingRisk will not tolerate retaliation against any employee for raising a good faith concern, for providing information related to a concern, or for otherwise cooperating in an investigation of a reported violation of this policy. Any employee who retaliates against anyone involved in an investigation is subject to disciplinary action, up to and including dismissal.

### **Time Limitations**

Nothing in this policy precludes any person from filing a formal grievance in accordance with the Oregon Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by Oregon's employment discrimination laws (ORS 659A.030, 659A.082 or 659A.112) commence no later than five years after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

### **Nondisclosure and Non-disparagement Agreements**

The Company will not require or coerce a current, former or prospective employee, to enter into any agreement as a condition of employment, continued employment, promotion, compensation or the receipt of benefits, that contains a nondisclosure provision, a non-disparagement provision or any other provision that has the purpose or effect of preventing the individual from disclosing or discussing unlawful employment discrimination or harassment (including sexual assault).

An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement that contains a nondisclosure, non-disparagement or no-rehire provision (as defined below), and/or prevents the disclosure of the amount of or any fact of any settlement and will have at least seven days to revoke any such agreement.

Under this policy:

- A nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault.
- A non-disparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the Company.
- A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the Company and allows the Company to not rehire that individual in the future.

### **General Employment Practices**

#### **Access to Personnel Files and Time and Pay Records**

Employees may inspect their personnel files (except any records and other material exempt from disclosure under state law) and/or their time and pay records by contacting the Human Resources Department to arrange a mutually convenient time. A supervisor or a Human Resources representative may be present while employees review their files.

Upon written request, a certified copy of an employee's personnel records and/or time and pay records will be provided to the employee within 45 days. In situations in which the records are not readily available, the Company may ask the employee to agree to extend this time. Employees may be asked to reimburse the Company an amount reasonably calculated to recover the actual cost of providing the certified copy.

## **Time Off and Leaves of Absence**

### **Family and Medical Leave**

We recognize that employees may need to be absent from work for an extended period of time for reasons related to care for their child, bereavement or pregnancy. Accordingly, the Company will grant time off to employees in accordance with the requirements of the federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). The OFLA applies to employees who work in Oregon. If both the FMLA and the OFLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The following policy addresses employee family and medical leave rights under the OFLA. Employees should refer to the Employee Handbook for additional details regarding the FMLA. Questions concerning this policy should be directed to the Human Resources Department.

### **OFLA Eligibility**

To be eligible for leave under the OFLA, employees generally must:

- Have worked for the Company for at least 180 days immediately before the date the leave begins; and
- Have averaged at least 25 hours a week during the 180 days immediately before the date on which OFLA leave begins.

During a period of time covered by a public health emergency, an employee must have worked for the Company for at least 30 days immediately before the date leave begins and have averaged at least 25 hours of work per week in the 30 days immediately before the date leave begins.

### **Reasons for OFLA Leave**

OFLA leave may be granted for these reasons or purposes:

- Home care for the employee's child (both serious and non-serious health conditions) as well as school and childcare closures for public health emergencies (Sick Child Leave);
- To make arrangements necessitated by the death of a family member, to attend the family member's funeral or memorial service and to grieve the death of a family member (Bereavement Leave); or
- For an employee's disability due to their own pregnancy, childbirth or related medical condition or for prenatal care. Pregnancy disability leave is available only if the employee is unable to perform any job duties that the Company is able to offer, except that leave for prenatal care is covered without regard to disability (Pregnancy Disability Leave).

For purposes of this policy, a covered "family member" means the employee's:

- Spouse or domestic partner;

- Child or the child's spouse or domestic partner;
- Parent or parent's spouse or domestic partner;
- Sibling, stepsibling or a sibling or stepsibling's spouse or domestic partner;
- Grandparent or the grandparent's spouse or domestic partner;
- Grandchild or the grandchild's spouse or domestic partner; or
- Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

A "serious health condition" means:

- An illness, injury, impairment or physical or mental condition that involves an overnight stay in a hospital or similar facility;
- An illness, disease or condition that the treating health care provider believes poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or is a mental or physical condition requiring constant care;
- Any period of absence due to pregnancy-related disability or for prenatal care; or
- Any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

### **Length of Leave**

Eligible employees are entitled to up to a combined total of 12 workweeks of leave in a leave year for home care of the employee's child and bereavement. Bereavement leave is limited to two weeks per family member, up to a maximum of four weeks in a leave year.

In addition to those 12 weeks, eligible employees are entitled to up to 12 more workweeks for pregnancy disability in a leave year.

The applicable leave year is a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date when the family leave begins.

If more than one qualifying family member works for the Company, two family members can take leave at the same time only if one needs to care for a child while the other family member is taking pregnancy disability leave or both family members are taking bereavement leave at the same time.

### **Pay**

OFLA leave is unpaid, and employees must use all accrued vacation and sick pay (if eligible to use it) before going on unpaid status.

### **Requesting OFLA Leave**

Except in very unusual or emergency situations, employees must request leave as soon as is practicable after learning of the need for time away from work.

If an employee does not give timely notice, the Company may deny or delay the start of the employee's leave.

With the exception of pregnancy disability leave, if an employee knows of the need for the leave 30 or more days in advance, the employee must complete and return the leave of absence forms at least 30 days before leave is to begin.

In unusual or emergency situations (for example, an employee gives birth prematurely, experiences a death in their family, their child gets suddenly ill), the employee must make an oral request to their manager for leave within 24 hours (or as soon as is practicable). All oral requests for leave must then be confirmed in writing as soon as is practicable (no event later than three calendar days after returning to work).

In the case of Bereavement Leave, prior notice is not required, but oral notice must be provided by the employee or someone on the employee's behalf to the Company within 24 hours of beginning leave. Written confirmation of such notice must then be provided to the Human Resources Department within three days of returning to work.

In the case of leave to care for a child whose school or childcare provider has been closed because of a public health emergency, the Company may require verification of the need for leave.

As long as employees are using some form of paid leave (for example, earned vacation or sick leave) to cover missed time, employees need to only comply with the notice provisions of those policies.

If an employee is seeking to use paid (e.g., earned vacation) or unpaid leave for a purpose that may qualify for FMLA and/or OFLA leave, they must notify the Company so that the employee will receive all of the benefits to which they are entitled. Failure to provide notification of reasons for any absence, whether a partial or full day, which might qualify, could result in the absence being counted against the employee for attendance and other purposes (e.g., pay increases, promotional opportunities).

## **Medical Certification**

For leaves due to pregnancy disability, the employee's health care provider must review the employee's essential job functions and certify that the employee's condition prevents the employee from performing at least one of them.

If an employee's insurance or other benefit plan does not cover the cost, the Company will pay for the medical certification.

In the case of Sick Child Leave, the Company will only require medical verification after an employee has taken more than three days of leave for this purpose in a one-year period. The Company will pay for the cost of the certification to the extent it is not covered by the employee's insurance or benefit plan. In appropriate situations, the Company may also require documentation of the individual's relationship to the employee.

Medical certification forms are available from the Human Resources Department. Forms must be fully completed and returned either within 15 calendar days of the date an employee's absence began or within 15 calendar days of the request for certification. If an employee fails to provide a timely, fully completed certification, they may be denied continuation of the leave until complete and sufficient medical verification is received.

## **Intermittent/Reduced Schedule Leave**

The Company may transfer an employee taking intermittent or reduced work schedule OFLA leave or pregnancy disability leave to an alternative position to accommodate the leave, but will do so only if the employee agrees to the transfer voluntarily, the transfer is temporary and the alternative job has equivalent pay and benefits.

## **Reinstatement**

Employees returning from OFLA leave will be reinstated to their former job if it exists. If the former job does not exist, the employee will be reinstated to a job with equivalent status, pay, benefits and other employment terms. If an equivalent position is not available at the job site of the employee's former position, the Company will offer an equivalent position located within 50 miles of the employee's former position, if such a position is available. If equivalent positions are available at multiple job sites, the Company will first offer the employee the position at the job site that is nearest to the job site of the employee's former position.

## **Benefit Coverage**

The Company will continue paying its share of the cost of an employee's health coverage while the employee is on FMLA/OFLA leave under the same conditions as if the employee were working, and the employee will be responsible for continuing to make any payments normally required of them. If the employee does not pay the cost of coverage during the leave, the Company may seek to recover the employee's share of the cost of benefit coverage, in accordance with applicable law.

While an employee is on paid leave (e.g., using sick leave or vacation time), any required employee payments will continue to be deducted from their check as usual to the extent the employee's pay is sufficient to cover the deduction.

An employee does not return to work at the end of their leave may have rights under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) to continue health coverage by paying the full premium (plus a small administrative fee) and may also be able to obtain portability coverage for supplemental benefits under some state laws.

## **Reemployment and Temporary Cessation of Scheduled Hours**

If an eligible employee who separates from employment is rehired by the Company within 180 days of separation, the employee may use leave in accordance with this policy immediately upon rehire.

If an employee is eligible for OFLA leave at the beginning of a temporary cessation of scheduled hours lasting 180 days or less and returns to work at the end of that temporary cessation of scheduled hours, the employee may use OFLA leave in accordance with this policy immediately upon their return to work.

Any OFLA leave taken during a leave year continues to count against the length of leave to which the employee is entitled.

## **Fraudulent Use of OFLA Prohibited**

Employees who fraudulently obtain leave under this policy may be subject to disciplinary action, up to and including termination.

## **Retaliation**

The Company will not interfere, restrain or deny the exercise of any rights provided under this policy. If an employee believes that their OFLA rights have been violated in any way, they should immediately report the matter to the Human Resources Department.



## Paid Family and Medical Leave

In accordance with Oregon's Paid Family and Medical Leave Insurance Program, eligible employees may be entitled to a leave of absence with partial wage replacement benefits (PFML) from the State of Oregon Employment Department (OED) for absences due to their own serious health condition, or to care for a family member with a serious health condition, bond with a new child, or address domestic violence, harassment, sexual assault, stalking or the commission of a bias crime.

### Employee Eligibility

Employees are eligible for PFML if during the base year or alternate base year they meet financial eligibility requirements, as determined by the OED, not the Company.

### Definitions

- **Benefit year** means the period of 52 consecutive weeks beginning on the Sunday immediately preceding the day that PFML commences for the employee claiming benefits (*claimant*), except that the benefit year is 53 weeks if a 52-week benefit year would result in an overlap of any quarter of the base year of a previously filed valid claim. A claimant may only have one valid benefit year at a time.
- **Child** means a biological child, adopted child, stepchild or foster child of an employee or of the employee's spouse or domestic partner; a person who is or was a legal ward of the employee or of the employee's spouse or domestic partner; or a person who is or was in a relationship of in loco parentis with the employee or with the employee's spouse or domestic partner.
- **Family member** means the spouse or domestic partner of an employee; a child of the employee or the child's spouse or domestic partner; a parent of the employee or the parent's spouse or domestic partner; a sibling or stepsibling of the employee or the sibling's or stepsibling's spouse or domestic partner; a grandparent of the employee or the grandparent's spouse or domestic partner; a grandchild of the employee or the grandchild's spouse or domestic partner; or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- **Parent** means a biological parent, adoptive parent, stepparent, or foster parent of the employee; a person who was a foster parent of the employee when the employee was a minor; a person designated as the legal guardian of the employee at the time the employee was a minor or required a legal guardian; a person with whom the employee was or is in a relationship of in loco parentis; or parent of the employee's spouse or domestic partner who meets any of the parental descriptions.

### Reasons For and Length of Leave

Eligible employees may be entitled to up to 12 weeks of PFML per benefit year for any of the following purposes, in any combination:

- Family leave
  - To care for or bond with a new child during the first year after the child's birth or placement through foster care or adoption; or
  - To care for a family member with a serious health condition;
- Medical leave for the employee's own serious health condition; and
- Safe leave to address domestic violence, harassment, sexual assault, stalking or the commission of a bias crime.

An eligible employee may qualify for up to two additional weeks of PFML for limitations related to pregnancy, childbirth, or a related medical condition (including lactation).

Bonding leave will include up to two weeks of leave to attend to preplacement activities for adoption or foster care. This two-week entitlement is part of the overall 12-week entitlement and is not a separate entitlement.

### **Effect on Other Rights and Paid/Unpaid Leave Programs**

PFML must be taken concurrently with any leave taken under the federal Family and Medical Leave Act (FMLA) for the same purpose.

PFML is in addition to any paid sick time under the Oregon Sick Time Leave Act, any vacation leave or any other paid leave earned by an employee. PFML does not run concurrently with leave under the Oregon Family Medical Leave Act (OFLA).

An eligible employee may use available vacation, paid sick time, and other available paid time off in order to supplement their PFML benefit to receive full salary or wages during some or all of the PFML.

An eligible employee may use available PTO in order to supplement their PFML benefit to receive full salary or wages during some or all of the PFML.

An employee may not receive PFML in any week in which the employee is eligible to receive workers' compensation or unemployment benefits.

### **Increments of Leave**

PFML may be taken all at once (consecutive) or in separate blocks of time (non-consecutive). If taken non-consecutively, PFML may be taken in increments that are the equivalent to one workday or one workweek.

### **Wage Replacement Benefits**

The determination of PFML eligibility and the amount of weekly wage replacement benefits is determined by the OED, not the Company. PFML benefits are calculated by OED based on an employee's average weekly wage as compared to the state average weekly wage and are capped at a maximum weekly benefit amount of 120% of the state average weekly wage.

### **Payroll Deductions**

PFML benefits are funded by employee contributions, which are deducted from employee paychecks.

### **Requesting Leave**

Employees must provide advance notice to the Company as follows:

- When the need for PFML is foreseeable based on circumstances such as an expected birth, placement of a child, or planned medical treatment for a serious health condition, the employee must provide written notice to the Company at least 30 days in advance.
- An eligible employee who takes PFML for safe leave must give the Company reasonable advance notice of the employee's intention to take safe leave, unless giving advance notice is not feasible.
- An employee may commence PFML without 30 days' advance notice when the need for PFML leave is unforeseeable based on circumstances such as an unexpected serious health condition of the employee or family member, premature birth, unexpected adoption or unexpected foster placement, or safe leave.

- When PFML is unforeseeable, the employee must give oral notice within 24 hours of the beginning of the leave and must provide written notice to the Company within three days after the leave begins.
- The required oral notice may be given by any other person on behalf of the employee taking unforeseeable leave.
- The required written notice may be given by the person named as an individual's emergency contact, or any other person otherwise designated by the employee taking unforeseeable leave, as reflected in the Company's records.

Written notice must be provided to the Human Resources Department, via email. The notice should specify the type of leave needed, an explanation of the need for leave, and the anticipated timing and duration of the leave. Written notice includes, but is not limited to, handwritten or typed notices, and electronic communication such as text messages and email. Whether the PFML is continuous or taken intermittently, notice need only be given one time, but the employee must advise the Company as soon as practicable if dates of scheduled leave change, are extended, or were initially unknown.

"As soon as practicable" means as soon as it is both possible and practical to provide notice, taking into account all facts and circumstances in the individual situation.

PFML is determined, administered, and paid by the OED, not the Company. Employees must file a claim for PFML benefits through the OED using the OED's forms, including an application for benefits and any required verification for the need for leave. The OED may reduce the first weekly benefit amount payable to an employee by up to 25% if an employee fails to give the Company notice as required.

## **Return From Leave**

Employees who have been employed with the Company for at least 90 consecutive days prior to taking PFML and who return to work as scheduled at the end of their PFML will be reinstated to the same position they held at the time the leave began, if that position still exists.

If that position no longer exists, the returning employee will be restored to any available equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An available position is a position that is vacant and not permanently filled.

An employee is not entitled to return to the former position if the employee would have been terminated or reassigned from their current position to another position if the employee had not taken PFML, and an employee is subject to layoff on the same terms or under the same conditions as similarly situated employees who have not taken PFML.

## **Benefits**

The Company will maintain any health care benefits the employee had prior to taking PFML for the duration of the leave, as if the employee had continued in employment continuously during the period of leave. The employee must continue to make any regular contributions to the cost of the health insurance premiums.

If an employee fails to return to work following PFML for reasons other than a serious health condition or safe leave for which the employee would be entitled to PFML or another circumstance beyond the employee's control, the Company may use any lawful means (including deducting up to 10% of the amount owed from a final paycheck) to recover the employee's share of the insurance premiums paid by the Company.

Employees who take leave under the law do not lose any employment benefits, including seniority or pension rights, that accrued before PFML began.

## **Protected Rights**

The Company takes its PFML obligations and employees' PFML rights very seriously and will not deny PFML to any eligible employee, interfere with any right protected by Oregon's Paid Family and Medical Leave Insurance Program, or in any way discriminate against an employee because the employee has inquired about PFML rights or responsibilities. It is a violation of Oregon law and Company policy to retaliate against an employee because they request, apply for, or use PFML for which they are eligible. Employees who believe that their PFML rights have been violated in any way should immediately report the matter to the Human Resources Department.

## **Paid Sick Leave [Lump Sum Method]**

The Company provides eligible employees with sick leave pursuant to the Oregon Sick Time Law (OSTL).

### **Eligibility**

All employees working in Oregon for the Company are eligible to receive sick leave under this policy.

### **Annual Grant of Leave**

The Company provides an annual grant of 40 hours of sick leave to employees at the beginning of each benefit year. For purposes of this policy, the benefit year is January 1<sup>st</sup>.

For employees who become eligible for sick leave under this policy after the start of the benefit year, the Company will grant a prorated amount of sick leave, up to a maximum of 40 hours, on their first calendar day of employment with the Company or on their date of eligibility under the OSTL, whichever is later, based upon the amount of sick leave the employee would otherwise be expected to accrue during the benefit year.

Sick leave that remains unused at the end of a benefit year will be lost and will not carry over from one year to the next.

Employees will be able to determine the amount of sick leave available for use by reviewing their ADP Time and Attendance profile.

### **Using Leave**

Employees may use a maximum of 40 hours of sick leave per benefit year.

Employees must use sick leave in one-hour increments, to cover all or part of a workday.

To the extent allowed by applicable law, the Company reserves the right to require the use of sick leave for one of the reasons specified below. Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

### **Covered Reasons for Use**

Sick leave may be used only during times that an employee cannot work for the following reasons:

- The employee's: mental or physical illness, injury or health condition; need to seek medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive care.
- A family member's: mental or physical illness, injury or health condition; need to seek medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive care.
- Absences due to domestic violence, harassment, sexual assault, or stalking of an employee or the employee's minor child or dependent in order to:
  - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings;
  - Seek medical treatment for or to recover from injuries;
  - Obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional;
  - Obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent; or
  - Relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.
- Closure of an employee's place of business by order of a public official due to a public health emergency or if the employee is excluded from the workplace under any law or rule that requires the Company to exclude the employee from the workplace for health reasons.
- Closure of the school or place of care of the employee's child by order of a public official due to a public health emergency.
- A determination by a lawful public health authority or by a health care provider that the presence of the employee or the employee's family member in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member.
- For reasons covered under the Oregon Family Leave Act, including:
  - Home care for the employee's child (both serious and non-serious health conditions) as well as school and childcare closures for public health emergencies.
  - To make arrangements necessitated by the death of a family member, to attend the family member's funeral or memorial service, and/or to grieve the death of a family member.
  - For an employee's disability due to their own pregnancy, childbirth or related medical condition or for absence for prenatal care.
- For reasons covered under Oregon's Paid Family and Medical Leave Insurance Program, including:
  - Medical leave for the employee's own serious health condition, including any limitations related to pregnancy, childbirth, or a related medical condition (including lactation).
  - Family leave to care for a family member with a serious health condition.
  - Family leave to care for and bond with a new child during the first year after the child's birth or during the first year after the placement of the child through foster care or adoption, or to effectuate the legal process required for placement of a foster child or the adoption of a child.
  - Safe leave to address domestic violence, harassment, sexual assault, bias crimes, or stalking.

For purposes of this policy, "family member" means the employee's:

- Spouse (including civil union partners or domestic partners);
- Child (including a biological, adoptive or foster, stepchild, child's spouse or domestic partner, the child of a domestic partner or a person with whom the employee was or is in a relationship *in loco parentis*)
- Parent (including a biological parent, adoptive parent, foster parent or step-parent)
- Parent-in-law (including the parent of an employee's domestic partner);
- Grandchild (including a grandchild's spouse or domestic partner);
- Grandparent (including a grandparent's spouse or domestic partner);
- Sibling (including a step-sibling or step-sibling's spouse or domestic partner); and

- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

"Affinity" means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. Employees may be required to attest to such a relationship in writing when using sick leave to care for an individual related by affinity to the employee.

### **Notice Required**

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide at least **three days** advance notice to the Human Resources Department of an absence from work. Employees must also make a good-faith effort to schedule their absences in a way that does not unduly disrupt the Company's operations. If the need to use sick leave is unforeseeable, employees must provide notice to the Human Resources Department as soon as practicable. Employees may provide notice by calling in an absence or sending an email/text message.

The employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons (as opposed to, for example, vacation), so that the absence may be designated as a sick leave absence. According to the Company's timekeeping policies, employees should record their use of sick leave in ADP Time and Attendance, either before their absence or upon their return to work.

### **Verification of Absence**

If an employee uses sick leave for more than three consecutive scheduled workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); school closure order; police report, court document, or court order of protection (indicating domestic violence, harassment, sexual assault, or stalking); and/or other verification as permitted by applicable law.

If the Company reasonably suspects that an employee is abusing sick leave, including engaging in a pattern of abuse (e.g., repeated use of unscheduled sick leave on or adjacent to weekends, holidays, vacation days or paydays), the Company may require a doctor's note, regardless of whether the employee has used sick leave for more than three consecutive scheduled workdays.

The Company will keep confidential any documentation or verification information provided regarding leave use, in accordance with federal, state and local law.

### **Discipline for Unprotected Use of Leave**

Discipline, up to and including termination, may be taken against an employee who:

- Uses sick leave for a purpose not covered by, or in a manner not consistent with, the OSTL; or
- Violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

## **Rate of Pay**

The rate of pay for sick leave will be calculated in accordance with applicable law.

## **Separation from Employment and Rehire**

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee is rehired within 180 days of employment ending, the employee's previously unused sick leave balance will be reinstated and made available for use in accordance with the OSTL.

## **No Discrimination or Retaliation**

As long as the use of sick leave complies with the requirements of this policy and the OSTL, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances; for making a complaint or informing a person about a suspected violation of this policy; cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation; opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law; or informing any person of their potential rights under the law.

## **Additional Information**

Employees who have questions about this policy should **contact** the Human Resources Department.

## **Domestic Violence, Harassment, Sexual Assault, Bias or Stalking Victim Leave and Accommodation**

Employees who are the victim, or are the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault, a bias crime or stalking will be allowed a reasonable amount of leave to:

- Seek legal or law enforcement assistance or remedies;
- Seek medical treatment for or to recover from injuries caused by domestic violence, harassment, sexual assault, the commission of a bias crime or stalking;
- Obtain or assist a minor child or dependent in obtaining counseling related to an experience of domestic violence, harassment, sexual assault, a bias crime or stalking;
- Obtain services from a victim services provider; or
- Relocate or take steps to secure an existing home.

A "victim of a bias crime" means:

- An individual who has been a victim of the commission, attempted commission or alleged commission of a crime committed because of the perpetrator's perception of the victim's race, color, gender identity, sexual orientation, disability or national origin; or

- Any other individual designated as a victim of bias by a rule adopted by the Bureau of Labor and Industries (BLI).

Time off under this policy is unpaid except that exempt employees will be paid when required under applicable law. In addition, employees are allowed, but not required, to use any accrued paid vacation leave, sick leave, personal business leave or other paid leave while taking time off under this policy. Where applicable, time off under this policy will run concurrently with time off under the Oregon Family Leave Act (OFLA) and/or the federal Family and Medical Leave Act (FMLA).

Employees must provide their supervisor or the Human Resources Department reasonable advance notice of their intent to take leave under this policy, unless providing advance notice is not feasible. In cases of emergency, employees, or a person acting on behalf of an employee, must give notice as soon as practicable. The Company may also require certification that the employee, minor child or dependent is a victim and that the leave is being taken for a permissible purpose. Such certification may take the form of a police report, protective order, or documentation from a health care professional, licensed mental health professional or counselor, member of the clergy, employee of the Department of Justice division providing victim and survivor services, attorney, victim services provider or law enforcement officer.

The Company reserves the right to limit the amount of leave an eligible employee may take, if the leave creates an undue hardship on the Company's business.

Leave may be taken on an intermittent or reduced work schedule basis. The Company may transfer an employee on intermittent leave or a reduced work schedule to an alternate position that better accommodates the leave, as long as the transfer is temporary and voluntary and there is no other reasonable option available that would allow the employee to use intermittent or reduced schedule leave. Transferred employees will be returned to their former position upon providing notification of readiness to return.

While on leave, employees will be required to periodically report their status to their supervisor, including the date they intend to return to work.

Upon request, the Company will provide reasonable safety accommodations needed because of actual or threatened domestic violence, harassment, sexual assault, a bias crime or stalking, unless such accommodations impose an undue hardship on the Company's business. Such safety accommodations may include, but are not limited to: transfer, reassignment, a modified schedule, a changed work telephone number, a changed workstation, an installed lock or implemented safety procedures or other adjustment to a job structure, workplace facility or work requirement.

Employees who wish to request time off or an accommodation under this policy should promptly notify a supervisor or the Human Resources Department.

Confidentiality of the situation, including the employee's request for a reasonable safety accommodation or time off under this policy and any documentation provided, will be maintained to the greatest extent possible.

The Company will not retaliate, or tolerate retaliation, against any employee who seeks or obtains leave or an accommodation under this policy.

### **Juvenile Court Appearance Leave**

Employees will be allowed time off when compelled to attend a juvenile court proceeding involving a child of which the employee is a parent or legal guardian.



Time off under this policy will be without pay, except that exempt employees will receive pay when required by applicable law.

The Company will not discriminate or retaliate against employees who seek or obtain leave under this policy.

### **Legislative Leave**

Regular full-time and part-time employees who have been employed by the Company for at least 90 days will be allowed time off to serve in the Oregon Legislative Assembly. Leave will be granted for any regular or special sessions or for time needed to perform official duties as a member or prospective member of the Legislative Assembly. Time off under this policy will be without pay.

Employees must provide notice of the need for leave under this policy at least 30 days before a regular session begins and as soon as possible when it is apparent that a special or emergency session will be called.

Employees must return to work within 15 days after the adjournment of the Legislative Assembly following a regular session or within five days after any other assignment is completed. Upon return from leave, employees will be reinstated to the same or similar position without loss of seniority or benefits earned before the leave commenced.

The Company reserves the right to deny reinstatement if a conflict of interest develops or if the circumstances of the Company change during the leave such that it would be impossible or unreasonable to reinstate the employee.

### **Search and Rescue Operation Leave**

Employees who serve as search and rescue volunteers will be allowed time off when accepted to participate in search and rescue activities by the sheriff.

Time off under this policy will be without pay, except that exempt employees will be paid when required under applicable law.

Upon return, employees will be reinstated to the same or an equivalent position without loss of seniority and benefits that had been earned before the leave commenced.

The Company will not discriminate or retaliate against employees who request or take leave under this policy.

### **Family Military Leave**

Employees working an average of at least 20 hours per week who have a spouse or domestic partner who is a member of the military and has been notified of an impending call or order to active duty or has been deployed during a period of military conflict will be granted a leave of up to 14 days for each deployment. Leave may be taken intermittently, in which case the total number of hours of leave available is the amount the employee regularly works per day multiplied by 14. The leave can be taken before and during deployment, as well as when the military spouse or domestic partner is on leave from deployment.

Employees should let the Company know within five days of receiving an official notification of a call to duty if they intend to take leave, or as soon as practicable if official notice is received less than five days before the leave is to begin. An employee taking leave under this policy may be required to provide a photocopy of the service member's orders.

Leave under this policy is unpaid, but employees may elect to use accrued paid time off during the leave. For employees who are eligible for leave under the Oregon Family Leave Act (OFLA) and/or the federal Family and Medical Leave Act (FMLA)] and have and/or FMLA] leave time remaining, time off under this policy will be counted as part of the total amount of authorized OFLA and/or FMLA] leave.

### **Military Leave**

As is set forth in the Employee Handbook, the Company provides reemployment following leave to provide service in the uniformed service, in accordance with the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Under USERRA, an employee's total military leave time may not exceed five years during employment, except in certain, defined circumstances. For Oregon employees, time spent performing the following types of service will be excluded when determining whether the employee has met the five-year limit on duration of military leave: voluntary service overseas and voluntary service within the United States during or in response to an emergency or disaster declared by the local, state or federal government.

In addition to these military leave rights, Oregon employees who are members of an organized militia will be granted an unpaid leave of absence to perform active state service if they are a member of the organized militia of Oregon and are called into active service of the state or a member of the organized militia of another state and called into active state service by the Governor of that state. For purposes of this policy, active state service includes service performed on full-time duty status in the federal uniformed services or the United States National Guard and service performed while on full-time duty status for training, operational duty or other service, other than inactive duty, of the organized militia under the authority of the Governor, whether paid from state or federal funds. The Company will grant leave until the employee is released from state service.

Employees who take leave under this policy will be restored to their prior position or to an equivalent position and will not lose seniority, vacation credits, sick leave credits, service credits under a pension plan or any other employee benefit or right that had been earned at the time of the leave of absence. Employees who take leave under this policy must return to employment within seven calendar days in order to be entitled to reinstatement.

### **Time Off on Veterans Day**

The Company will provide employees who are also qualified veterans unpaid time off or PTO on Veterans Day, provided that the employee gives at least 21 calendar days' notice of the intent to take time off on Veterans Day, provides valid documentation showing they are a qualified veteran, and would otherwise be required to work on Veterans Day.

Employees should contact their supervisor to make appropriate arrangements. The Company reserves the right to deny requested time off to all qualifying veterans under this policy if it determines that providing such time off would cause significant economic or operational disruption, or undue hardship.

### **Leave for State Board or Commission Service**

Employees who are appointed members of an Oregon state board or commission will be allowed time off for board or commission service.

Employees must provide at least 21 days' advance notice of any time they need to spend in service as an appointed member of a state board or commission.

Time off under this policy will be without pay, except that exempt employees will be paid when required under applicable law. Employees will not be required to use vacation leave, sick leave or annual leave for time spent as an appointed member of a state board or commission.

The Company will not terminate, threaten to terminate, intimidate, coerce or otherwise discriminate or retaliate against employees because of their service or scheduled service as an appointed member of a state board or commission.

## **Pay Practices**

### **Discussion of Wages**

No employee is prohibited from inquiring about, discussing or disclosing their own wages or the wages of another employee. The Company will not terminate, demote, suspend or otherwise discriminate or retaliate against any employee on the basis of such disclosure or because the employee files a complaint or charge or otherwise institutes an investigation, proceeding or hearing based on the disclosure of wage information.

This policy does not apply to disclosure of other employees' wage information by employees who have access to such information solely as part of their essential job functions and who, while acting on behalf of the Company, make unauthorized disclosure of that information. Company representatives may disclose employees' wages in response to a complaint or charge, or in furtherance of an investigation, proceeding, hearing or action under state law.

### **Meal and Rest Breaks**

Employees working at least six hours will receive an unpaid meal break of 30 minutes approximately midway through the day. If the work period is at least six but less than seven hours, the meal period must be taken between the second and fifth hours worked. If the work period is more than seven hours, the meal period must be taken between the third and sixth hours worked.

An uninterrupted meal breaks lasting 30 minutes or more will be unpaid for nonexempt employees.

Employees may not take a shorter meal break or skip a meal break to leave early.

All nonexempt employees must record their meal breaks.

Employees who work at least two hours and one minute will also receive a paid 10-minute rest break and an additional rest break for every four hours worked after that

Rest breaks will be in addition to any meal breaks and cannot be taken at the beginning or end of a shift or combined with a meal break.

When possible, employees should provide reasonable notice to the Company that they intend to take breaks for expressing breast milk upon returning to work.

The Company will not demote, terminate or otherwise take adverse action against an employee who requests or uses the accommodations and break time described in this policy.

## Receipt & Acknowledgment of Oregon State Addendum

As an employee of the Company, I acknowledge the following:

- I have received a copy of the Oregon State Addendum. I understand that the Employee Handbook contains important guidelines and information about the organization's policies, work rules and my benefits, and that it does not necessarily represent all the policies and practices of the organization. I also understand that I have the responsibility to read and understand the information in the Handbook, and the Oregon State Addendum, and to ask my supervisor or the Human Resources Department for clarification of any information I do not understand.
- I understand that this Handbook and the Oregon State Addendum is not a contract of employment, express or implied, or a guarantee of specific treatment in specific situations. I understand that neither this Handbook nor any representation made by a management representative at the time of hire or subsequently is to be interpreted as a contract between the Company and its employees. I understand that the Employee Handbook and the Oregon State Addendum supersedes all prior Handbooks, policies and understandings on the subjects contained in it.
- I understand that the organization has the right to change, modify, add to, substitute, or eliminate, interpret, and apply, in its sole judgment, the policies, rules and benefits described in this Handbook. I understand that the Company CEO is the only person who is authorized to make changes in the policies, rules and benefits described in this Handbook and that all such changes must be in writing to be valid. I understand that should the content be changed in any way; the organization may require an additional signed acknowledgment from me to indicate that I am aware of the changes. I also understand that the CEO is the only person who will ever have the authority to enter into an employment contract, and that all such contracts must be in writing and signed by both parties to be valid.
- I understand that my employment relationship with the organization is at-will, regardless of the length of my employment or the granting of benefits of any kind, which means that either the organization or I can terminate the relationship at any time, with or without reason or notice, unless otherwise stated in a written employment contract,
- By my signature below, I further understand, acknowledge, accept, and consent to all Company policies within this Employee Handbook and Oregon State Addendum and those posted on the Company's intranet, STRIVE, including Workplace Monitoring, Anti-Sexual Harassment and Anti-Discrimination Policy.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Name: \_\_\_\_\_