

## Section 27 - OREGON ADDENDUM

### 27-1. Workplace Accommodations

Innowave Marketing Group is an equal opportunity employer and does not discriminate on the basis of race, religion, color, sex, age, national origin, disability, veteran status, sexual orientation, gender identity, gender expression or any other classification protected by law.

Innowave Marketing Group will make reasonable accommodations for known physical or mental disabilities of an applicant or employees as well as known limitations related to pregnancy, childbirth or a related medical condition, such as lactation, unless the accommodation would cause an undue hardship.

Among other possibilities, reasonable accommodations could include:

- acquisition or modification of equipment or devices;
- more frequent or longer break periods or periodic rest;
- assistance with manual labor; or
- modification of work schedules or job assignments.

Employees and job applicants have a right to be free from unlawful discrimination and retaliation.

For this reason, Innowave Marketing Group will not:

- deny employment opportunities on the basis of a need for reasonable accommodation;
- deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship;
- take an adverse employment action, discriminate or retaliate because the applicant or employee has inquired about, requested or used a reasonable accommodation;
- require an applicant or employee to accept an accommodation that is unnecessary; or
- require the employee to take family leave or any other leave, if Innowave Marketing Group can make reasonable accommodation instead.

Any employee who has questions about the policy or who would like to request an accommodation due to physical or mental disabilities, pregnancy, childbirth or a related medical condition should contact the Employee's Manager. If that person is unavailable, please contact Human Resources [hr@innwavemarketing.com](mailto:hr@innwavemarketing.com) or Janet Skeens COO [janet@innwavemarketing.com](mailto:janet@innwavemarketing.com).

### 27-2. Non-Harassment And Discrimination

It is Innowave Marketing Group's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions),

gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, expunged juvenile record, or any other characteristic protected by applicable federal, state or local laws (referred to as “protected characteristics”). Such conduct will not be tolerated by Innowave Marketing Group.

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Innowave Marketing Group premises, while on Innowave Marketing Group business (whether or not on Innowave Marketing Group premises) or while representing Innowave Marketing Group. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone’s way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person’s body, sexual prowess or sexual deficiencies;

5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Sexual Assault Defined**

Sexual assault, defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation, also is specifically prohibited.

Any discrimination, harassment or retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party.

### **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to Employee's Manager. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources [hr@innwavemarketing.com](mailto:hr@innwavemarketing.com). If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

All employees are encouraged to document any incidents involving discrimination, harassment and sexual assault as soon as possible.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

### **Nondisclosure and Nondisparagement Agreements**

Innowave Marketing Group may not require or coerce employees to enter into a nondisclosure or nondisparagement agreement concerning harassment, discrimination or sexual assault. A nondisclosure agreement is an agreement wherein a party agrees to not share information with others regarding the subject of the agreement. A nondisparagement agreement is an agreement wherein a party agrees not to criticize or bring negative attention to the other party.

Employees may voluntarily choose to enter into an agreement regarding harassment, discrimination or sexual assault that contains a nondisclosure agreement, nondisparagement agreement or an agreement prohibiting the employee from seeking reemployment with Innowave Marketing Group, and the employee will have seven (7) days to revoke the agreement after it has been executed.

## **Time Period To Bring a Legal Claim**

Under Oregon law, an individual has five (5) years from the date of an act of unlawful harassment or discrimination to file a claim. This time period applies to acts of unlawful harassment or discrimination occurring on or after September 29, 2020. An individual has one (1) year to file a claim regarding acts of unlawful harassment or discrimination occurring before these dates.

## **Retaliation Prohibited**

In addition, Innowave Marketing Group will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

## **27-3. Sick Time**

### **Eligibility**

Innowave Marketing Group provides paid sick time to employees who work in Oregon. For employees whose primary place of work is in Oregon and who are eligible for sick time under the general Paid Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Days policy and/or any other applicable sick time/leave law or ordinance.

### **Accrual**

Employees begin accruing paid sick time pursuant to this policy at the start of employment. Eligible employees accrue one and one-third (1 1/3) hours of paid sick time for every 40 hours worked, up to a maximum accrual of 40 hours each year. Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Employees will be notified in writing at least quarterly of the amount of accrued and unused sick time available for use by the employee.

### **Usage**

Employees may begin using accrued paid sick time on the 91st calendar day of employment. Paid sick time may be used in hourly increments. The employee may not use more than 40 hours of accrued paid sick time in any year.

The employee may use paid sick time for the following reasons:

1. for the employee's or a family member's (spouse, same-gender domestic partner, custodial, non-custodial, in loco parentis, adoptive, foster, biological or step parent, parent-in-law, parent of a same-gender domestic partner, grandparent, grandchild, biological, adopted, foster, or stepchild, whether a

minor, an adult or child of a same-gender domestic partner) mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;

2. for any covered purpose under the Oregon Family Leave Act:
  - a. to recover from or seek treatment for a serious health condition, as defined under Oregon law, that renders the employee unable to perform at least one of the essential functions of his or her regular position;
  - b. to care for a family member with a serious health condition, as defined under Oregon law;
  - c. to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability;
  - d. to care for a child who is suffering from an illness, injury or condition that is not a serious health condition but that requires home care; or
  - e. for bereavement purposes, e.g., to deal with the death of a family member by attending a funeral (or alternative to a funeral), making related arrangements or grieving, within 60 days of the date on which the employee received notice of the death of the family member; or
3. for reasons relating to domestic violence, harassment, sexual assault or stalking of the employee or the employee's minor child or dependent in accordance with Oregon law, such as:
  - a. 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 related civil or criminal legal proceedings;
  - b. to seek medical treatment for or to recover from related injuries;
  - c. to obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental health professional;
  - d. to obtain services from a victim services provider; or
  - e. to 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; or
4. in the event of a public health emergency, which includes, but is not limited to:
  - a. closure of the employee's place of business or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
  - b. a determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
  - c. the exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

Paid sick time will run concurrently with any applicable law for which the employee qualifies, including the Oregon Family Leave Act (reason 2 above) and the Oregon leave law for victims of domestic violence, harassment, sexual assault or stalking (reason 3 above).

Unless the employee advises Innowave Marketing Group otherwise, Innowave Marketing Group will assume, subject to applicable law, that employees want to use available paid sick leave for absences due to reasons

set forth above and employees will be paid for such absences to the extent they have leave available.

### **Notice and Documentation**

For foreseeable absences, employees must comply with Innowave Marketing Group's usual and customary notice and procedural requirements when requesting time off pursuant to this policy. Employees must make a reasonable attempt to schedule the use of paid sick time in a manner that does not unduly disrupt Innowave Marketing Group's operations. If possible, employees must include the anticipated duration of their absence when requesting paid sick time and must inform Innowave Marketing Group of any change in the expected duration of the absence. If the need to use paid sick time is unforeseeable (such as a sudden illness, an emergency, or an accident), notice to enter the request in Gusto is required before the start of the employee's shift or, when circumstances prevent such notice, as soon as practicable.

If the employee takes more than three (3) consecutively scheduled workdays of paid sick time for reasons 1 through 3 above, documentation of the need for the paid sick time may be required in the form of verification from a health care provider or certification such as:

- a copy of a police report indicating that the employee or the employee's minor child or dependent was a victim of domestic violence, harassment, sexual assault or stalking;
- a copy of a protective order or other evidence from a court, administrative agency or attorney that the employee appeared in or was preparing for a civil, criminal or administrative proceeding related to domestic violence, harassment, sexual assault or stalking; or
- documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy or victim services provider that the employee or the employee's minor child or dependent was undergoing treatment or counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault or stalking.

If foreseeable paid sick time is projected to last more than three (3) scheduled work days, the verification/certification which may be requested above should be provided before the sick time commences or as soon as otherwise practicable. If the employee needs to take paid sick time but was not able to provide prior notice, medical verification permitted under this policy must be provided to Innowave Marketing Group within 15 calendar days of the request for such verification. Certification for paid sick time used for reason 3 (above) must be provided within a reasonable time after the request for such certification.

Additionally, if the employee is suspected of abusing this policy, Innowave Marketing Group may require verification from a health care provider, regardless of whether the employee has used paid sick time for more than three (3) consecutive days. Conduct that may indicate a pattern of abuse under this policy includes, but is not limited to, repeated uses of unscheduled paid sick time on or adjacent to weekends, holidays, vacation days or payday.

### **Payment**

Sick time will be paid at the regular hourly rate that the employee earns for the workweek in which sick time was used, which will be no less than the applicable minimum wage rate. The Innowave Marketing Group reserves the right to delay payment for paid sick leave if the employee fails to provide verification or certification within the required timeframe. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

## **Carryover and Payout**

Up to 40 hours of accrued, unused paid sick time under this policy can be carried over to the following year. Accrued but unused paid sick time under this policy will not be paid at separation.

## **Enforcement and Retaliation**

Innowave Marketing Group will not deny, interfere with, restrain or fail to pay for sick time to which the employee is entitled pursuant to this policy and/or applicable law, or retaliate or discriminate against the employee who requests or takes time off pursuant to this policy or participates in any manner in an investigation, proceeding, or hearing related to this policy and/or applicable law. Employees may file a complaint with the Commissioner of the Bureau of Labor and Industries.

If employees have any questions regarding this policy, they should contact Human Resources [hr@innwavemarketing.com](mailto:hr@innwavemarketing.com).

### **27-4. Lactation Breaks**

Subject to certain exceptions, employees who are nursing may take a reasonable rest period to express milk each time they have a need to express milk for their child who is 18 months of age or younger. The employee will, if feasible, take the rest periods to express milk at the same time as the rest periods or meal periods that are otherwise provided to the employee. Innowave Marketing Group will make reasonable efforts to provide a location, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk in private. Employees will not be retaliated against for exercising their rights under this policy.

### **27-5. Bone Marrow Donation Leave**

Employees who work 20 or more hours per week are entitled to up to 40 hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by Innowave Marketing Group. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.

### **27-6. Domestic Violence, Sexual Assault Or Stalking Leave**

Employees who are victims of domestic violence, sexual assault or stalking, or are the parent or guardian of a minor child or dependent who is a victim, may take reasonable, unpaid time off from work to deal with the violence.

The leave can be used for any of the following reasons:

- to obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent; or
- to seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault or stalking of the eligible employee or the employee's minor child or dependent;
- to obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental

- health professional related to an experience of domestic violence, sexual assault or stalking;
- to 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; or
- 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 related to domestic violence, sexual assault or stalking;

Employees will not be compensated for time away from work for purposes related to domestic violence, sexual assault or stalking, but may use available vacation and personal time to cover the period of absence.

Employees must give reasonable notice of their intention to take time off from work, unless giving such notice is not feasible. Leave may be limited where it creates an undue hardship on Innowave Marketing Group's business.

Innowave Marketing Group may require certification that the employee or employee's minor child or dependent is a victim of domestic violence, sexual assault or stalking, and that the leave was taken for purposes allowed under the law.

Employees also may request a reasonable safety accommodation if they are a victim of domestic violence, sexual assault or stalking, or are the parent or guardian of a minor child or dependent who is a victim.

## 27-7. Victims Of Crime

Employees who are victims of a crime or whose family members are crime victims may take reasonable, unpaid time off from work to attend criminal proceedings. To be eligible for the leave, the employee must work for an employer with six (6) or more employees and have worked for more than 25 hours a week for at least 180 days prior to the leave.

Employees will not be compensated for crime victim leave, but may use available vacation and personal time to cover the period of absence.

Employees must give reasonable notice of their intention to take crime victim leave and must provide copies of notices of scheduled criminal proceedings. Leave may be limited where it creates an undue hardship on Innowave Marketing Group's business.