



## **ERISA WRAP DOCUMENT**

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## CHAPTER 1: HEALTH PLAN SUMMARY DESCRIPTIONS

Emerald Staffing, Inc. (the Company) maintains this group health plan (the Plan) to provide benefits to you and your eligible dependents. Your benefits are provided under an insurance contract between the Company and LaPorte & Associates, Inc. (the Broker).

This document and the included evidence of coverage and Terms of Agreement from the Insurer make up your summary plan description (SPD). Please read this document to learn about your health plan benefits, for a more detailed option, please see the included Terms of Agreement. It's your responsibility to understand your benefits under the Plan and ask questions if you need more information. Please keep your health plan documents in a safe place for future reference.

Please note that this document does not provide and substantive rights to benefits that are not included in the attached certificate of insurance booklet.

If you have any questions regarding the Plan, including whether you are eligible to participate in the Plan, please contact the Company. If you have questions regarding benefits payable under the Plan, please contact the Insurer.

### MEDICAL COVERAGE PLAN

#### PLAN INFORMATION

**Name of Plan:** Emerald Group, Inc.

**Type of Plan:** Group Health Benefits

**Policy Number:** 16392

**Plan Sponsor:** Kaiser Permanente

**Plan Administrator:** Emerald Group, Inc.

**Agent for Service of Legal Process on the Plan:**

Durham & Bates Insurance

1211 SW 5<sup>th</sup> Ave., Suite 2800

Portland, Oregon 97204

Insurance Brokerage Company: Durham & Bates Insurance

**Identification Numbers:**

1. Plan Sponsor's Employer Identification Number (EIN): 93-077511
2. Plan Number: KP OR Bronze 7000/50

**Plan Year:** January 1 through December 31

**Effective Date:** The effective date of the Plan is November 1, 2022.

## IMPORTANT DISCLAIMERS

### **a. Conflicting Terms**

If the terms of the document conflict with the terms of the insurance contract between the Company and the Broker, the insurance contract will control. This document may not confer additional rights that are not contained in the insurance contract.

### **b. No Contract of Employment**

The Plan does not constitute a contract of employment between you and the Company or any other arrangement indicating that you will be employed for any specific period of time.

## FUNDING AND ADMINISTRATION

### **a. Funding**

The Plan is fully insured. Plan benefits are payable pursuant to a contract with the Broker. Claims for benefits are sent to the Insurer and the Insurer is responsible for paying benefits. The Company is not responsible for paying benefits under the Plan. Premium contributions are paid in part by the Company out of its general assets and in part by employees through payroll deductions. Any refund, rebate, dividends, experience adjustment, or similar payment under the group insurance contract entered into between the Company and the Broker will be allocated, if consistent with fiduciary obligations imposed by ERISA and permitted by law, to reimburse the Company for premiums that are paid.

### **b. Type of Administration**

Because the plan's benefits are provided through an insurance contract, both the Broker and the Company administer the Plan.

The Company, as plan administrator has the discretionary authority to interpret and administer the Plan. This includes making determinations of an individual's eligibility to participate in the Plan. The Broker has authority to make benefit determinations under the Plan and is the Named Fiduciary responsible for following the Plan's claims procedures.

### **c. Compliance with State and Federal Laws**

To the extent required by law, the Plan will provide coverage and benefits in accordance with the requirements of all applicable laws, as amended, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), the Women's Health and Cancer Rights Acts of 1998 (WHCRA), the Family and Medical Leave Act of 1993 (FMLA), the Mental Health Parity Act (MHPA), the Mental Health Parity an Addiction Equity Act (MHPAEA), the Health Information Technology Economic and Clinical Health Act (HITECH), Michelle's Law, the Genetic Information Nondiscrimination Act of 2008 (GINA), and the Affordable Care Act (PPACA).

**d. Amendment of Termination**

The Company may modify, amend or terminate the Plan at any time at its sole discretion. The right to modify, amend or terminate also applies to the insurance contract between the Company and the Broker. Any modification, amendment, or termination will be communicated to participants under the Plan.

## ELIGIBILITY AND PARTICIPATION

**a. Eligibility and Enrollment**

To be eligible to participate in the Plan, you must meet certain requirements. Healthcare benefits are available to employees working an average minimum of 30 hours per week. For those eligible, healthcare benefits will be available for the first month following 60 days of employment. Premium will be paid through automatic payroll deduction, one lump sum of the \$194.46, via the first full paycheck of each month of Kaiser Coverage. Dependent coverage for spouse/domestic partner and/or child(ren) of enrolled eligible employees is offered at the total premium cost to the employee, \$388.93 per month.

Information is time sensitive, once you've submitted the enrollment materials, your coverage will go into effect the 1<sup>st</sup> of the following month. Starting your Kaiser Coverage is completely dependent on submitting the provided materials; the Company will process upon receiving them.

Coverage will be extended to your non-custodial child if required by a Qualified Medical Child Support Order (QMCSO). Please contact John Burton Jr. at the Company for more information on the Plan's procedures for determining whether a medical child support order qualifies as a QMCSO.

Your coverage terminates on the last day of the month in which you terminate employment with the Company. Coverage may also terminate in other circumstances, such as failure to pay required premiums, failing to meet eligibility requirements, submitting fraudulent claims and other reasons described in the attached certificate of coverage booklet. Coverage for your spouse and dependents terminates when your coverage ends and for other reasons described in the attached certificate of coverage booklet, such as divorce or reaching the Plan's limiting age for dependents.

**b. Special Enrollment Rights**

In certain special circumstances, you and/or your dependents may enroll in the Plan at times other than open enrollment. The attached certificate of insurance booklet and the Plan's Special Enrollment Notice contain more information about special enrollment rights.

**c. Continuation of Coverage**

If your coverage or the coverage of your spouse or dependents terminates because of certain reasons known as qualifying events (such as termination of employment, reductions in hours, divorce, death, or child ceasing to be dependents under the Plan), you, your spouse and your dependents may be entitled to continue health care coverage for a certain period of time under a federal law called COBRA.

Coverage may continue for employee at 100% of the premium cost (\$388.93 per month). Payment by check must be received by the Company no later than the 25<sup>th</sup> of the month prior to coverage month (Example: Check date, March 25<sup>th</sup> 2022 for April 1<sup>st</sup> coverage). If payment is not received, the Company will assume Coverage is cancelled and no further action will be taken.

In addition, if you are absent from employment due to military service, you may be entitled to continuation of coverage or reinstatement in the Plan under a federal law called USERRA. You or your dependents may have to pay for such coverage. Contact John Burton Jr. at the Company for more information about your rights under COBRA and/or USERRA.

## PLAN BENEFITS

The Plan does meet all Federal Minimums Standards of Service. To assist with ACA compliance – Effective November 1, 2022, the minimum hourly pay rate for an employee who elects the Plan’s coverage, cannot be less than \$15.00/hour.

The Plan is offered to eligible employees (employees working an average minimum of 30 hours per week) at the completion of 60 days of employment. Enrollment is time sensitive; once materials have been submitted. Coverage will go into the effect the 1st of the following month.

Employer sponsor cannot be less than 50% of total monthly premium. The Plan’s total monthly cost is \$388.93; employee will pay ½ of total premium (\$194.46). Premium will be paid through automatic payroll deduction, one lump sum of \$194.46, via the first full paycheck of each month of Coverage. Dependent coverage for spouse/domestic partner and/or child(ren) of enrolled eligible employees is offered at total premium cost to the Employee, cost is at current market value as determined by our insurance provider. \*Current Plan premium cost are subject to change per the Plan Sponsor.

Present monthly cost is: (November 1, 2022 pricing)

**Monthly Premium Cost:**

**Premium Plan**

Subscriber only	\$388.93
Subscriber + spouse or domestic partner	\$777.86
Subscriber + child(ren)	\$719.52
Subscriber + family	\$1,108.45

The open enrollment period of the month prior to the renewal effective date, November 1st. This period provides an opportunity for employees who previously declined coverage from themselves and/or their dependents to enroll. We must receive notice of any new enrollments or plan changes by the end of the month prior to your renewal date.

For a detailed description of benefits available under the Plan, please review the included evidence of coverage and Terms of Agreement. It is your responsibility to understand your benefits under the Plan and ask questions if you need more information.

Benefits are no longer payable if your coverage is terminated for any reason. The Plan reserves the right to recover overpayments of benefits or benefits paid in error through the rights of subrogation and reimbursement as described more fully in the attached certificate of insurance booklet.

Please review the attached certificate of insurance booklet carefully for information on other situations that may affect your right to receive benefits under the Plan, such as applicable deadlines for submitting claims.

## DENTAL COVERAGE PLAN

### PLAN INFORMATION

**Name of Plan:** The Emerald Group, Inc. Emerald Staffing

**Type of Plan:** Group Dental Care Benefits

**Policy Number:** 10008152

**Plan Sponsor:** Oregon Dental Service (ODS)

**Plan Administrator:** Emerald Group, Inc.

**Agent for Service of Legal Process on the Plan:**

Durham & Bates Insurance

1211 SW 5<sup>th</sup> Ave., Suite 2800

Portland, Oregon 97204

Insurance Brokerage Company: Durham & Bates Insurance

**Identification Numbers:**

3. Plan Sponsor's Employer Identification Number (EIN): 93-0438772

4. Plan Number: 10008152

**Plan Year:** January 1 through December 31

**Effective Date:** The effective date of the Plan is November 1, 2022.

## IMPORTANT DISCLAIMERS

### a. **Conflicting Terms**

If the terms of the document conflict with the terms of the insurance contract between the Company and the Broker, the insurance contract will control. This document may not confer additional rights that are not contained in the insurance contract.

### b. **No Contract of Employment**

The Plan does not constitute a contract of employment between you and the Company or any other arrangement indicating that you will be employed for any specific period of time.

## FUNDING AND ADMINISTRATION

### a. **Funding**

The Plan is fully insured. Plan benefits are payable pursuant to a contract with the Broker. Claims for benefits are sent to the Insurer and the Insurer is responsible for paying benefits. The Company is not responsible for paying benefits under the Plan. Premium contributions are paid in part by the Company out of its general assets and in part by employees through payroll deductions. Any refund, rebate, dividends, experience adjustment, or similar payment under the group insurance contract entered into between the Company and the Broker will be allocated, if consistent with fiduciary obligations imposed by ERISA and permitted by law, to reimburse the Company for premiums that are paid.

### b. **Type of Administration**

Because the plan's benefits are provided through an insurance contract, both the Broker and the Company administer the Plan.

The Company, as plan administrator has the discretionary authority to interpret and administer the Plan. This includes making determinations of an individual's eligibility to participate in the Plan. The Broker has authority to make benefit determinations under the Plan and is the Named Fiduciary responsible for following the Plan's claims procedures.

### c. **Compliance with State and Federal Laws**

To the extent required by law, the Plan will provide coverage and benefits in accordance with the requirements of all applicable laws, as amended, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), the Women's Health and Cancer Rights Acts of 1998 (WHCRA), the Family and Medical Leave Act of 1993 (FMLA), the Mental Health Parity Act (MHPA), the Mental Health Parity an Addiction Equity Act (MHPAEA), the Health Information Technology Economic and Clinical Health Act (HITECH), Michelle's Law, the Genetic Information Nondiscrimination Act of 2008 (GINA), and the Affordable Care Act (PPACA)



**d. Amendment of Termination**

The Company may modify, amend or terminate the Plan at any time at its sole discretion. The right to modify, amend or terminate also applies to the insurance contract between the Company and the Broker. Any modification, amendment, or termination will be communicated to participants under the Plan.

## ELIGIBILITY AND PARTICIPATION

**a. Eligibility and Enrollment**

To be eligible to participate in the Plan, you must meet certain requirements. An Eligible Employee is:

1. a permanent documented full-time employee, sole proprietor, owner, business partner, or corporate officer of the Company
2. not a leased, seasonal, substitute, or temporary employee, or an agent, consultant, or independent contractor
3. paid on a regular basis through the payroll system, has federal taxes deducted from such pay, and is reported to Social Security (ODS may also consider business partner, or corporate officer to be an eligible employee if they have federal taxes deducted from any income related to the Group's business).
4. works for the Company on a regularly scheduled basis at least 30 hour per week
5. satisfied any orientation and/or equality waiting period

The Company must pay at least 50% of the subscriber premium. There is not a minimum Group contribution requirement for dependent premium. 70% of Eligible Employees and 20% of eligible dependents must be enrolled in an ODS dental Plan. The Company must offer enrollment in this Plan to all eligible employees and their eligible dependents on terms and conditions no less favorable than the terms and conditions of offering for any alternative health care plan available through the Company.

Coverage will be extended to your non-custodial child if required by a Qualified Medical Child Support Order (QMCSO). Please contact John Burton Jr. at the Company for more information on the Plan's procedures for determining whether a medical child support order qualifies as a QMSCO.

Your coverage terminates on the last day of the month in which you terminate employment with the Company. Coverage may also terminate in other circumstances, such as failure to pay required premiums, failing to meet eligibility requirements, submitting fraudulent claims and other reasons described in the attached certificate of coverage booklet. Coverage for your spouse and dependents terminates when your coverage ends and for other reasons described in the attached certificate of coverage booklet, such as divorce or reaching the Plan's limiting age for dependents.

**b. Special Enrollment Rights**

In certain special circumstances, you and/or your dependents may enroll in the Plan at times other than open enrollment. The attached certificate of insurance booklet and the Plan’s Special Enrollment Notice contain more information about special enrollment rights.

**c. Continuation of Coverage**

If your coverage or the coverage of your spouse or dependents terminates because of certain reasons known as qualifying events (such as termination of employment, reductions in hours, divorce, death, or child ceasing to be dependents under the Plan), you, your spouse and your dependents may be entitled to continue health care coverage for a certain period of time under a federal law called COBRA.

Coverage may continue for employee at 100% of the premium cost. Payment by check must be received by the Company no later than the 25th of the month prior to coverage month (Example: Check date, March 25th 2022 for April 1st coverage). If payment is not received, the Company will assume Coverage is cancelled and no further action will be taken.

In addition, if you are absent from employment due to military service, you may be entitled to continuation of coverage or reinstatement in the Plan under a federal law called USERRA. You or your dependents may have to pay for such coverage. Contact John Burton Jr. at the Company for more information about your rights under COBRA and/or USERRA.

## PLAN BENEFITS

The Plan is offered to eligible employees (employees working an average minimum of 30 hours per week) at the completion of 60 days of employment. Subscribers may become covered the first day of the following month following 60 days of employment with the Company.

Employer sponsor cannot be less than 50% of total monthly premium. The Plan’s total monthly cost is dependent of plan. Premium will be paid through automatic payroll deduction, each pay period (weekly). The Plan cost is at the current market value as determined by our insurance provider. All premiums shall be due on the 1st of each month. \*Current Plan premium cost are subject to change per the Plan Sponsor. Present monthly cost is: (November 1, 2022 pricing)

**Monthly Premium Cost:**

**Premium Plan**

Subscriber only	\$54.31
Subscriber + spouse or domestic partner	\$112.96
Subscriber + child(ren)	\$130.34
Subscriber + family	\$194.43

**DirectOption Plan**

Subscriber only	\$54.31
Subscriber + spouse or domestic partner	\$112.96
Subscriber + child(ren)	\$130.34
Subscriber + family	\$194.43

The open enrollment period of the month prior to the renewal effective date, November 1st. This period provides an opportunity for employees who previously declined coverage from themselves and/or their dependents to enroll. We must receive notice of any new enrollments or plan changes by the end of the month prior to your renewal date.

For a detailed description of benefits available under the Plan, please review the included evidence of coverage and Terms of Agreement. It is your responsibility to understand your benefits under the Plan and ask questions if you need more information.

Benefits are no longer payable if your coverage is terminated for any reason. The Plan reserves the right to recover overpayments of benefits or benefits paid in error through the rights of subrogation and reimbursement as described more fully in the attached certificate of insurance booklet.

Please review the attached certificate of insurance booklet carefully for information on other situations that may affect your right to receive benefits under the Plan, such as applicable deadlines for submitting claims.

## CLAIMS PROCEDURES

### BENEFIT CLAIMS AND APPEALS

The Insurer is responsible for reviewing and deciding all benefit claims in accordance with its reasonable claims procedures, as required by ERISA and other applicable law. The attached certificate of insurance booklet provides more information about the Insurer's claims procedures, including information on how to file a claim.

### CLAIM APPEALS

The Insurer may deny claims in part or in full pursuant to the terms of the Plan. If your claim is denied, you will be notified of the denial. You may appeal any denial of a claim. The Insurer will review your denied claim and will decide your appeal in accordance with its reasonable claims procedures, as required by ERISA and other applicable law.

If you do not appeal a denial by all the applicable deadlines, you will lose certain rights, such as the right to file a lawsuit regarding the denial and you will no be deemed to have exhausted your internal administrative rights.

In some cases, you may have the right to an external review, which consists of review by and independent third party. The attached certificate of insurance booklet provides more information about external review.

## STATEMENT OF ERISA RIGHTS

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

### RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the plan administrator's office and at the other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updates summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report, if the plan administrator is required by law to file a Form 5500. The plan administrator may be required by law to furnish each participant with a copy of this summary annual report.

## COBRA RIGHTS

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

## PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of

you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

## ENFORCE YOUR RIGHTS

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reason beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a State or Federal Court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal Court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal Court. The court will decide who should pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## ASSISTANCE WITH QUESTIONS

If you have any questions about your Plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling publications hotline of the Employee Benefits Security Administration.

## CHAPTER 2: STATE MANDATED PROGRAMS

### RETIREMENT (OREGONSAVES)

#### OREGONSAVES INVITATION AND ENROLLMENT

Emerald Staffing has registered with OregonSaves, the state mandates retirement savings program. As your employer, you will receive an invitation after 30 days of employment from your initial start date. 30 days after receiving the OregonSaves invitation, you will be automatically enrolled into the OregonSaves program. If you work for less than 60 days, you will not be enrolled by your employer, Emerald Staffing. You can opt out at any time online at [saver.oregonsaves.com](http://saver.oregonsaves.com), by calling 844-661-6777, or by mailing an Opt Out form to the program

#### PARTICIPATION

OregonSaves is a program that allows you to automatically save for retirement through payroll deductions at work. Standard participation in OregonSaves through automatic payroll deductions is set at 5% of your gross pay to contributed to a Roth IRA, with an automatic annual 1% increase until it reaches a maximum of 10%.

Your first \$1,000.00 will be invested in the OregonSaves Capital Preservation Fund; savings over \$1,000.00 will be invested in an OregonSaves Target Retirement Fund based on your age. Your account will be a Roth IRA. Contributions into a Roth IRA are made after-tax and not taxable when you remove them from your account. Any earnings on those contributions could be tax free if you meet certain IRS criteria.

The administrative charge for OregonSaves is in the form of an annual asset-based fee of approximately 1%. You will not get a bill; this cost is automatically taken out of your OregonSaves balance on a regular basis to help pay for the administration of the program.

OregonSaves offers individual participation if you would like to see other contribution options. Emerald Staffing is not a financial advisor and will only process OregonSaves per your participation. Please consult your own resources in making your financial decisions. Your participation in the OregonSaves is solely your responsibility. Amounts you save in this account are always your money. Your account is in your control and goes with you from job to job in accordance with the OregonSaves Program terms.

Those seeking tax, investment, or financial advice should contact a financial advisor, please consult with your own tax professional or the Internal Revenue Service at 800-829-1040. Your Employer is not in a position to provide financial advice.

OregonSaves is overseen by the Oregon Retirement Savings Board. Ascensus College Savings Recordkeeping Services, LLC (“ACRS”) is the program administrator. ACRS and its affiliates are responsible for day-to-day program operations. Participants saving through OregonSaves beneficially own and have control over their Roth IRAs, as provided in the program offering set out at [saver.oregonsaves.com](http://saver.oregonsaves.com).

OregonSaves’ Portfolios offer investment options selected by the Oregon Retirement Savings Board. For more information on OregonSaves’ Portfolios go to [saver.oregonsaves.com](http://saver.oregonsaves.com). Account balances in OregonSaves will vary with market conditions and are not guaranteed or insured by the Oregon Retirement Savings Board, the State of Oregon, the Federal Deposit Insurance Corporation (FDIC) or any other organization.

OregonSaves is a completely voluntary retirement program. Saving through a Roth IRA will not be appropriate for all individuals. Employer facilitation of OregonSaves should not be considered an endorsement or recommendation by your employer of OregonSaves, Roth IRAs, or these investments. Roth IRAs are not exclusive to OregonSaves and can be obtained outside of the program and contributed to outside of payroll deduction. Contributing to an OregonSaves Roth IRA through payroll deduction offers some tax benefits and consequences. You should consult your tax or financial advisor if you have questions related to taxes or investments.

## OREGON PAID SICK LEAVE

### ELIGIBILITY

All employees will begin to accrue sick leave on their first day of employment. Sick leave accrues at a rate of one hour of paid sick time for every thirty hours worked. Employees are limited to using only 40 hours of accrued sick time per year, regardless of how many hours of accrued sick time the employee has in their sick leave bank. Employees may carry over up to 40 hours of unused, accrued sick time from one calendar year to the next. Accrued but unused sick time will not be paid out upon termination.

After 90 calendar days of employment, Employees may take sick leave in increments as small as one hour. Sick leave may be used for an employee’s own illness, injury or health condition, including preventive and diagnostic care; or for the care of certain family members as defined under the Oregon Family Leave Act and Federal Medical Leave Act.

Sick leave may also be used for the following situations relating to employee health and well-being:

- Domestic violence, harassment, sexual assault or stalking situations
- Business or school closure due to a public health emergency
- The death of an employee’s family member as defined under the Oregon Family Leave Act

## USE AND APPLICATION

When the need to use sick leave is foreseeable (for example, a routine medical or dental appointment), employees must provide at least 10 days' written notice of their intent to take sick leave. When possible, employees must schedule appointments in a manner that does not unduly disrupt their job assignments.

When the need to use sick leave is not foreseeable (for example, a sudden illness or medical emergency), employees must give Emerald notice of their absence at least one hour prior to the start of their scheduled shift or workday, or as soon as practicable under the circumstances, by calling Emerald's sick leave line at 503-992-6612.

If an employee fails to provide appropriate notice as described above or fails to make a reasonable effort to schedule sick time in a manner that does not unduly disrupt business operations, Emerald may deny sick leave. Emerald may also require appropriate documentation when an employee uses sick time for more than three consecutive days, or when Emerald suspects that an employee is abusing sick time.