



## **Fusion Media**

### **Employee Handbook**

**December 13, 2024**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Fusion Media will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Susan Turney.

We wish you success in your employment here at Fusion Media!

All the best,

Mark Larry Freedman, President  
Fusion Media

### 1.2 At-Will Employment

Your employment with Fusion Media is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

## 2.0 Introductory Language and Policies

### 2.1 Ethics Code

Fusion Media will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a

representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

## **2.2 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Fusion Media policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## **3.0 Hiring and Orientation Policies**

### **3.1 Religious Accommodation**

Fusion Media recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Company will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

#### **Requesting a Religious Accommodation**

If you need an accommodation because of your religious beliefs or practices, make the request with your Supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Company will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

### **3.2 Disability Accommodation**

Fusion Media complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Supervisor. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

Where state or local law provides greater protections to employees than federal law, the Company will apply the law that provides the greatest benefit to employees.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

### **3.3 Accommodations for Pregnancy, Childbirth, and Related Medical Conditions**

Fusion Media recognizes the importance of supporting employees experiencing limitations related to pregnancy, childbirth, or related medical conditions by providing reasonable accommodations. We are committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections.

Examples of reasonable accommodations include:

- Additional break time for restroom use, meals, hydration, and rest.
- Seating options allowing for sitting or standing as needed.
- Schedule changes, part-time work, and paid and unpaid leave.
- Flexible work hours to accommodate medical appointments and physical needs.
- Telework (remote work).
- Closer parking spots to the workplace entrance.
- Light duty.
- Making existing facilities accessible or modifying the work environment.
- Job restructuring.
- Temporarily suspending one or more essential functions of your job.
- Acquiring or modifying equipment, uniforms, or devices.
- Adjusting or modifying examinations or policies.

If you require an accommodation, notify your Supervisor. In instances where the need for a particular accommodation is not obvious, you may be asked to provide:

- The reason an accommodation is needed.
- A description of the proposed accommodation.
- Information on how the accommodation will effectively address your limitations.

Medical documentation will not be required in the following situations:

- When the limitation and need for an accommodation is obvious.
- If the Company is already aware of the limitation due to previous disclosures.
- When requesting accommodations such as additional restroom breaks, fluid intake, food breaks, or seating arrangements, which are considered presumptively reasonable.
- For any lactation accommodations.
- When a similar accommodation has been provided to other employees without requiring documentation.

The Company will engage in an interactive process with you to identify suitable accommodations. While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to the Company. Factors considered

include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations, including safety and efficiency.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act (FMLA) and/or any other applicable leave as permitted by law.

The Company strictly prohibits retaliation against employees who request or utilize an accommodation under this policy.

### 3.4 Conflicts of Interest

Fusion Media is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### 3.5 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Fusion Media. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

## 4.0 Wage and Hour Policies

### 4.1 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 40 hours per workweek, except for approved time off. Full-time employees are eligible for most Company benefits.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 30 hours or less per workweek. Part-time employees are not eligible for most Company benefits.
- **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for most Company benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact Mark Freedman: [mark@fusionmedia.com](mailto:mark@fusionmedia.com). These classifications do not alter your employment at-will status.

### 4.2 Attendance

Fusion Media requires regular and punctual attendance by employees. You are expected to arrive at the workplace on time and ready to perform your job. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are not going to arrive at work or return from a break on time, you must notify your Supervisor as soon as possible before your scheduled start time. If your Supervisor is not available, contact another member of management.

If you must miss work due to an emergency or other unexpected circumstance, notify your Supervisor as soon as possible. Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your Supervisor immediately. If you

are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Absences will be considered excused if you requested the time off in accordance with Company policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

The Company reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

If you fail to report to work for three or more consecutive days and have not provided proper notification, the Company will assume that you have voluntarily resigned your position and will proceed with the termination process.

### **4.3 Direct Deposit**

Fusion Media encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Susan Turney: [susan@fusionmedia.com](mailto:susan@fusionmedia.com) for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

### **4.4 Paycheck Deductions**

Fusion Media is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Supervisor.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

### **4.5 Recording Time**

Fusion Media is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the Company online tool Harvest. Exempt employees are required to track billable and non billable (sick time, vacation time, other) days or time worked in online tool Harvest. Speak with your Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.

- Immediately before and after any other time away from work.

Notify your Supervisor of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to Mark Freedman any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Disciplinary Process**

Violation of Fusion Media's policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

### **5.2 Open Door/Conflict Resolution Process**

Fusion Media strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.3 Standards of Conduct**

Fusion Media wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.

- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## 6.0 General Policies

### 6.1 Nonsolicitation/Nondistribution Policy

Fusion Media prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

#### Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

#### Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Company's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Nonemployees are not permitted to distribute materials on company premises under any circumstances.

### Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

### Reporting Violations

If you become aware of violations of this policy, report them to your Supervisor.

We appreciate your cooperation in maintaining a respectful and focused work environment.

## 6.2 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Fusion Media. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## 6.3 Personal Data Changes

It is your obligation to provide Fusion Media with your current contact information, including current mailing address and telephone number and to update relevant tools (PaychexFlex, EASE. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact your Supervisor.

## 6.4 Social Media

Fusion Media acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

- Pose risks to the Company's confidential and proprietary information, reputation, and brand;
- Expose the Company to discrimination, harassment, and other claims; and
- Jeopardize the Company's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the Company's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

### Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the Company or not.

### Use Good Judgment

While the Company respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Company as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

### Guidelines for Posting on Social Media

When posting:

- Protect trade secrets, intellectual property, and confidential information related to the Company.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the Company as an official source.

- Respect copyright, trademark, and third-party rights.
- Do not use the Company's email addresses to register on social media platforms for personal use.
- If you identify yourself as an employee of Fusion Media on your personal account and are posting about the Company, make it clear that your views are your own and that you are not speaking on behalf of the Company.
- Employees are prohibited from posting harassing content on any digital platform that negatively impacts another employee's ability to work.

## **Using Social Media at Work**

Do not use social media while on your work time, unless it is work related as authorized by your Supervisor or consistent with policies that cover equipment owned by the Company.

## **Media Contacts**

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Susan Turney: [susan@fusionmedia.com](mailto:susan@fusionmedia.com).

## **Retaliation**

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

## **Violations**

Violations of this policy may result in discipline, up to and including termination.

This policy does not limit employees' rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

## **6.5 Third Party Disclosures**

From time to time, Fusion Media may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to any member of management. If you have any questions about this policy or are not certain what to do when such a contact is made, contact your immediate supervisor.

## **6.6 Workplace Privacy and Right to Inspect**

Fusion Media property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Fusion Media employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Susan Turney to learn more about your COBRA rights.

## 7.2 Paid Sick and Safe Leave (Frontloading Method)

Fusion Media provides paid sick and safe leave to all eligible employees in accordance with California's Healthy Workplaces, Healthy Families Act.

### Eligibility

All employees who have worked in California for at least 30 days within a year after beginning employment are entitled to receive sick and safe leave.

### Reasons for Leave

Sick and safe leave may be taken for the following reasons:

- The diagnosis, care, or treatment of an existing health condition, or preventive care for you or your family member.
- If you are a victim of domestic violence, sexual assault, or stalking, to:
  - Seek legal or equitable relief to help ensure the health, safety, and welfare of you or your child (e.g., a restraining order).
  - Seek medical attention caused by domestic violence, stalking, or sexual assault.
  - Obtain services from a domestic violence shelter, domestic violence program, rape crisis center, or victim services organization or agency.
  - Obtain psychological counseling (including mental health services).
  - Participate in safety planning and take other actions to increase safety from future domestic violence, assault, or stalking, including temporary or permanent relocation.

**Family member** means:

- Your children (including biological, adopted, or foster children; stepchildren; legal wards; children of a domestic partner; or children to whom you stand in loco parentis).
- Your spouse or registered domestic partner.
- Your parents or your spouse's or registered domestic partner's parents (including biological, adoptive, and foster parents; stepparents; legal guardians; or persons who stood in loco parentis when you, or your spouse or domestic partner, was a minor child).
- Your grandparents.
- Your grandchildren.
- Your siblings.
- A person designated by you at the time you request paid sick and safe leave. You will be limited to making this designation once per 12-month period for purposes of paid sick and safe leave.

### Amount of Leave and Usage

Eligible employees are provided with 56 hours of paid sick and safe leave at the beginning of each leave year. For the purposes of this policy, the leave year is the calendar year beginning January 1st.

You must work 90 days before you can use paid sick and safe leave. Any unused sick and safe leave expires at the end of the leave year and does not carry over to the following leave year.

You may only use 56 hours (six days) of paid sick and safe leave per leave year. Leave may be taken in no less than, two-hour increments.

### Compensation

If you are nonexempt, you will be compensated for paid sick and safe leave at your regular rate of pay. If you are exempt, you will be compensated for paid sick and safe leave in the same manner as the Company calculates wages for other forms of paid leave time.

### Notice

If your need for leave is foreseeable, you must provide reasonable advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

### Documentation

The Company may request documentation verifying the appropriate use of leave.

## **Payment upon Termination**

You will not be paid for any unused sick and safe leave when your employment ends.

## **Reinstatement of Leave upon Rehire**

The Company will reinstate unused sick and safe leave if you separate and are rehired within one year.

## **Interaction with Other Leave**

Sick and safe leave will run concurrently with other types of leave when permitted under applicable law.

## **Retaliation**

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **7.3 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by Fusion Media and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

## **7.4 Vacation**

Regular full-time employees will earn paid vacation, on a pro rata basis, for work performed from the first date of employment according to the following schedule:

<b>Employment Anniversary</b>	<b>Accrual Rate Per Year</b>
Prior to 2 <sup>nd</sup>	10 days
3 <sup>rd</sup>	15 days
10 <sup>th</sup>	20 days
20 <sup>th</sup> and above	25 days

"Cap" on accrual: An employee shall continue to earn vacation according to the above schedule until the employee has accrued the equivalent of 1.75 times their annual rate. At that time, no further vacation shall be earned until the employee has used some portion of their accrued vacation, thereby reducing the total amount of accrued vacation below the permitted maximum.

No vacation is earned while an employee is on any unpaid leave of absence.

Employees should request vacation at least four (4) weeks in advance of any planned time off, using the HARVEST system. While the Company will make a reasonable effort to accommodate employee requests, all vacations are scheduled subject to the Company's needs, and may be postponed when business needs require.

If a paid holiday falls within an employee's vacation period, the day will be treated as a holiday and not a vacation day.

Payment normally will not be made in lieu of vacation time off, except upon termination of employment, at which time employees will be paid all accrued, but unused vacation.

## **7.5 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Fusion Media, no matter how slightly, you are to report the incident immediately to your Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time

could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

## **7.6 Military Leave (USERRA)**

Fusion Media complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to Susan Turney. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Susan Turney.

## **8.0 Safety and Loss Prevention**

### **8.1 Workplace Tobacco Usage**

Fusion Media is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is prohibited in the following:

- Company offices.
- Company vehicles.
- Client areas.
- Restrooms.
- Areas where signs are posted prohibiting smoking.

The Company also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas.

### **8.2 Drug and Alcohol Policy**

Fusion Media is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

## **Prohibited Conduct**

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

## **Violations**

Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **8.3 General Safety**

It is the responsibility of all Fusion Media employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

## **8.4 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Fusion Media, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

### **Zero Tolerance Policy**

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

### **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### **Reporting Incidents of Violence**

Report to your Supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

### **Violations**

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### **Retaliation**

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Fusion Media employees are required to protect the confidentiality of Company trade secrets, proprietary

information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisor or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

Fusion Media strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

# California Policies

## Hiring and Orientation Policies

### Accommodations for Victims of Violence

Fusion Media will provide reasonable accommodations to employees who are, or whose family members are, a victim of a qualifying act of violence to ensure their safety while at work, provided the accommodation does not create an undue hardship on the Company.

**Family member** means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person (as defined under applicable law).

**Qualifying act of violence** means any of the following, regardless of whether anyone is arrested, or prosecuted for, or convicted of committing any crime:

- Domestic violence.
- Sexual assault.
- Stalking.
- An act, conduct, or pattern of conduct in which:
  - An individual causes bodily injury or death to another individual.
  - An individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual.
  - An individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other qualifying act of violence that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence.
- Referral to a victim assistance organization.

Upon receiving a request, the Company will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

### Certification

When requesting a reasonable accommodation, you may be asked to provide a written statement signed by you or an individual acting on your behalf, certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or other qualifying act of violence, such as:

- A police report showing that you or your family member was a victim.
- A court order protecting or separating you or your family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that you or your family member has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed healthcare provider, or counselor showing that you or your family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.
- Any other form of documentation that reasonably verifies that a qualifying act of violence occurred.

The Company may require recertification every six months.

If you no longer need an accommodation, you must notify the Company that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

### Confidentiality

Information related to your request for an accommodation will be maintained as confidential and will not be disclosed except as required by law or as necessary to protect your safety in the workplace. You will be provided notice before any authorized disclosure.

## Retaliation

The Company will not discriminate or retaliate against you due to your status, or your family member's status, as a victim or for requesting or obtaining an accommodation in accordance with this policy.

## EEO Statement and Nonharassment Policy

### Equal Opportunity Statement

Fusion Media is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of unlawful harassment, discrimination, or retaliation based on the following protected classes: age (40 and over), race (including traits associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locs, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, off-duty and off-premises use of cannabis, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy. The Company will take appropriate corrective and remedial action, if and where warranted. The Company prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

### Policy Against Workplace Harassment

Fusion Media has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class.

This policy protects all applicants and employees (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

### Harassment

**Harassment** means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's membership in a protected class.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Sexual Harassment

**Sexual harassment** means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual

advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment (“this for that”), which includes:
  - Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual’s employment.
  - Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee’s work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
  - Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
  - Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
  - Leering, obscene or vulgar gestures, or sexual gestures.
  - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
  - Impeding or blocking movement, unwelcome touching, or assaulting others.
  - Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
  - Conduct or comments consistently targeted at one gender, even if the content is not sexual.

## Retaliation

**Retaliation** means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

**Adverse employment action** is conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include, but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or cooperating in an investigation, changing someone’s work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

## Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify [\[\[name, title, phone number, email\]\]](#) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office.

## **Filing of Complaints Outside Company**

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

### **California Civil Rights Department**

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Voice: 800-884-1684

TTY: 800-700-2320

California Relay Service: 711

Email: [contact.center@dfec.ca.gov](mailto:contact.center@dfec.ca.gov)

Main website: <https://www.cacivilrights.ca.gov>

Online sexual harassment training courses: <https://www.cacivilrights.ca.gov/shpt/>

### **U.S. Equal Employment Opportunity Commission**

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

Phone: 800-669-4000

Fax: 415-522-3415

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://www.eeoc.gov/field-office/sanfrancisco/location>

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Fusion Media is required by law to provide requesting employees who are nursing mothers with certain accommodations to express milk. Accordingly, the Company will provide nursing mothers with:

- Reasonable break time to express milk for their infant child each time the mother has the need to express milk; and
- A private room or other location, other than a restroom, in close proximity to their work area that is shielded from view and free from intrusion, to express breast milk.

### **Requesting Accommodation**

If you have the need for accommodation, contact your Supervisor. If the Company cannot provide break time or a location that complies with the above, the Company will provide you with a written response.

### **Break Times**

Regarding break times, employees may use regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

## **Lactation Room or Location**

The provided lactation room or location will:

- Be safe, clean, and free of hazardous materials.
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit.
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Multipurpose rooms may be used as lactation space if they satisfy the above requirements; however, use of the room for lactation purposes must take priority over other uses.

## **Milk Storage**

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. If a refrigerator cannot be provided, the Company will provide another cooling device suitable for storing milk. You may also elect to bring a personal cooler for storage.

## **Retaliation**

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

## **Right to File Complaint**

If you feel the Company is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Company to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

Under certain circumstances, the Company may be relieved of the duty to provide all or some of the above benefits if doing so would impose an undue hardship on the Company.

## **Meal and Rest Periods**

Fusion Media strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for meal and rest periods.

The Company requests that employees observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal or rest period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal or rest period.

Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods.

## **Meal Periods**

If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted 30-minute meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work fewer than six hours in a work day, you may mutually agree with your Supervisor to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted 30-minute meal period no later than the end of your tenth hour of work. Depending on your occupation, if you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your Supervisor to waive the second meal period.

See your Supervisor for procedures related to requesting to waive a meal period in the above circumstances.

## Rest Periods

If you are nonexempt, you will also be provided paid, 10-minute rest periods based on total hours worked daily and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of uninterrupted rest time for every four hours of work, or major portion of each four hours worked. Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

## Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times Fusion Media may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## Pay Period

All employees are paid twice per month on 1st and 15th for the pay period that ends approximately six days prior. If a payday falls on a weekend or holiday, you normally will be paid on the last business day before the weekend or holiday.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy and report any concerns to your Supervisor immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

## Travel Time Pay

Some nonexempt positions within Fusion Media require travel. If you are nonexempt and are required to travel in the course of conducting your work, you will be paid in the following way:

- If you report to the workplace and then are required to travel to another site to work for the day, travel time to the assigned work place will be paid.
- When you are required to report to a site other than your regular work site, and you go directly to that site without first going to the regular work place, the Company will pay travel time for any time in excess of your normal commute time to the regular site.
- If you are required to travel to a distant work place, you will be paid travel time in addition to time worked.
- Your travel hours are "hours worked" for the purposes of calculating overtime.

## Wage Disclosure Protection

In accordance with California law, Fusion Media will not:

- Prohibit you from:
  - Disclosing your own wages;
  - Discussing the wages of others; or
  - Inquiring about another's wages.
- Require you to sign a waiver or other document that proposes to deny you the right to disclose the amount of your wages.
- Discharge, formally discipline, or otherwise discriminate or retaliate against you for disclosing the amount of your wages.

However, if you have access to or knowledge of the private compensation information of other employees as a part of your role and essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by the Company; or
- Consistent with the legal duty of the Company to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to your Supervisor.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## Workday/Workweek

Fusion Media's workweek runs from Monday to Sunday. The workday begins at 12:00 a.m. and ends at 11:59 p.m. Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects.

## Benefits

### Leave for Victims of Violence

If you are a victim of a qualifying act of violence, Fusion Media will provide you with unpaid leave to obtain, or attempt to obtain, any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure your health, safety, or welfare.

**Qualifying act of violence** means any of the following, regardless of whether anyone is arrested, prosecuted for, or convicted of committing any crime:

- Domestic violence
- Sexual assault
- Stalking
- An act, conduct, or pattern of conduct in which an individual:
  - Causes bodily injury or death to another individual;
  - Exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
  - Uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

## Notice

You must provide reasonable advance notice of your intent to take leave unless advance notice is not feasible.

## Certification

If you must take an unscheduled absence, Fusion Media will not take any action against you if, within a reasonable time after the absence, you provide certification.

Sufficient certification includes any of the following:

- A police report indicating that you were a victim.

- A court order protecting or separating you from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that you have appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed healthcare provider, or counselor that you were undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.
- Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by you, or an individual acting on your behalf, certifying that the absence was for an authorized purpose.

## Interaction with Other Leave

You may use available paid leave as permissible under applicable law.

## Confidentiality

Information related to your request for leave will be maintained as confidential and will not be disclosed except as required by law.

## Retaliation

The Company will not discriminate or retaliate against you due to your status as a victim or for requesting or obtaining leave in accordance with this policy.

## Reproductive Loss Leave

Fusion Media will provide eligible employees up to five days of unpaid reproductive loss leave in accordance with the California Fair Employment and Housing Act.

## Eligibility

To be eligible for reproductive loss leave, you must:

- Be employed by the Company for at least 30 days prior to the start of leave.
- Experience a qualifying reproductive loss event.

**Reproductive loss event** means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

## Reasons for Leave

Reproductive loss events include:

- A **failed adoption**, which means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. To be a qualifying event, you must be a person who would have been a parent of the adoptee if the adoption had been completed.
- A **failed surrogacy**, which means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. To be a qualifying event, you must be a person who would have been a parent of a child born as a result of the surrogacy.
- A **miscarriage**. To be a qualifying event, the miscarriage must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- A **stillbirth**. To be a qualifying event, the stillbirth must result from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- An **unsuccessful assisted reproduction**, which means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. To be a qualifying event, the unsuccessful assisted reproduction event must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.

## Use of Leave

Eligible employees will be provided up to five days of unpaid leave for a reproductive loss event. The five days of leave do not have to be taken consecutively.

Leave must be completed within three months of the event entitling you to leave. If you experience more than one reproductive loss event within a 12-month period, the maximum amount of reproductive loss leave you can take in a 12-month period is 20 days.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid reproductive loss leave.

Reproductive loss leave will run concurrently with any other leave entitlement when permissible under applicable law.

## **Notice**

Provide notice of your need for reproductive loss leave as soon as practical.

All information received by the Company regarding your request for reproductive loss leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

## **Retaliation**

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Civil Air Patrol Leave**

Fusion Media will provide eligible employees with at least 10 days of unpaid Civil Air Patrol leave per calendar year to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

## **Eligibility**

To be eligible for Civil Air Patrol leave, you must:

- Be employed by the Company for at least 90 days before beginning leave; and
- Be a volunteer member of the California Wing of the Civil Air Patrol.

## **Use of Leave**

Civil Air Patrol leave for a single emergency operation may not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the Company.

You will not be required to exhaust any paid leave in order to take Civil Air Patrol leave.

## **Notice**

If eligible, you must provide as much notice as possible of the intended dates leave will begin and end.

The Company is not required to grant Civil Air Patrol leave to you if you are required to respond to either the same or other simultaneous emergency operational mission as a first responder or disaster service worker for a local, state, or federal agency.

## **Certification**

The Company may require certification from the proper Civil Air Patrol authority verifying your eligibility for the leave requested or taken. The Company may deny the leave if you fail to provide the required certification.

## **Restoration**

Upon return from leave, you will be restored to your previous position or a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.

## **Retaliation**

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

## **Bereavement Leave**

Fusion Media will provide eligible employees up to five days of paid bereavement leave in accordance with the California Fair

## Eligibility

To be eligible for bereavement leave, you must be employed by the Company for at least 30 days prior to the start of leave.

## Reasons for Leave

Eligible employees may take bereavement leave for the death of a family member.

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

## Reproductive Loss Bereavement Leave

**Bereavement leave may also be used in the event of a reproductive loss (such as a miscarriage or stillbirth, various assistive reproductive failures, or surrogacy loss). Reproductive loss bereavement leave is in addition to CFRA and other paid leave, and does not run concurrent with other leave.**

## Use of Leave

Eligible employees will be provided up to five days of unpaid bereavement leave in the event of the death of a family member.

The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid bereavement leave.

Bereavement leave will run concurrently with other federal/state laws where permitted by law.

## Notice

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

You may be required to provide reasonable documentation of your need for leave. This may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. This documentation must be provided within 30 days of your first day of leave.

All information received by the Company regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

## Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## Bone Marrow and Organ Donation Leave

Fusion Media will provide employees, who have been employed with the Company for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

The Company will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## California Family Rights Act (CFRA) Leave

Fusion Media provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

### Eligibility

To be eligible for CFRA leave:

- You must have been employed for at least 12 months (52 weeks) with the Company prior to beginning CFRA leave; and
- You must have worked for the Company for at least 1,250 hours during the 12-month period immediately before the leave is to start (with exception).

### Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth, adoption, or foster care placement of a child.
- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Designated person** means any person related to you by blood or whose association to you is the equivalent of a family relationship.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

You may identify your designated person at the time you request CFRA leave. You will be limited to making this designation once per 12-month period for purposes of CFRA leave.

### Leave Usage

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is the calendar year.

You are required to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid portion of the CFRA leave. You also are required to use any accrued sick leave that you are eligible to take during the otherwise unpaid portion of CFRA leave if the CFRA leave is for your own serious health condition, a qualifying exigency, or any other reason mutually agreed to between you and the Company.

CFRA leave will run concurrently with other federal/state laws where permitted by law.

### Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

## Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

## Certification

Where leave is requested for your own or a covered family member's serious health condition, the Company may require you to provide certification from your own or the Company's health care provider.

If leave is for your own serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The Company may require subsequent recertification of your own serious health condition if additional leave is required.

If the Company has reason to doubt the validity of the certification provided, the Company may require, at its own expense, that you obtain a second opinion from a health care provider designated or approved by the Company. If the second opinion differs from the original certification, the Company may again require, at its own expense, that you obtain a third opinion from a different health care provider designated or approved jointly by you and the Company. The third opinion will be considered final and binding.

## Return to Work

If you take leave for your own serious health condition, you must obtain certification from your health care provider that you are able to resume work.

## Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

## Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.

## Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the Company may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

## Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## Crime Victim Leave

Fusion Media provides employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or personal holiday.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## Disability Insurance

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD ([www.edd.ca.gov](http://www.edd.ca.gov)).

Fusion Media will be notified that you have submitted a disability insurance claim.

## Jury Duty Leave

Fusion Media encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements. You are allowed five days paid jury duty time out of the office. The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law. If you are excused early on any day, you are required to return to work. The Company will not retaliate against employees who request or take leave in accordance with this policy.

## Paid Family Leave Insurance

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

## Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth, or a related medical condition, Fusion Media will provide you with up to four months of unpaid pregnancy disability leave (PDL).

### Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A ***pregnancy-related disability*** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

### Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your Supervisor about your eligibility for these leaves.

## Notice and Leave Request Process

### Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

### Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

### Leave Request Process

To request leave under this policy, obtain a leave request form from your Supervisor and return the completed form to your Supervisor. If the need for leave is unforeseeable and you will be absent more than three days, contact your Supervisor by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to

work.

## **Call-In Procedures**

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

## **Paid Leave Utilization During Pregnancy Leave**

You will be required to use available sick leave during PDL; however, you may opt to use any available vacation during your PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

## **Certification and Fitness for Duty Requirements**

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the Company, you may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Note: the federal Pregnant Workers Fairness Act specifically addresses accommodations for pregnant workers and differs in some respects from California requirements. In the event that a pregnant worker requests an accommodation, the worker will be entitled to the broadest rights available under California or federal law.

## **Temporary Transfer and Other Accommodations**

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Company. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The Company may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

## **Benefits**

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the Company may recover the payment for your premiums under certain circumstances.

## **Return to Work**

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

## **Failure to Return**

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

## **Alternative Employment**

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

## **False Reason for Leave**

You will be terminated if you provide a false reason for a leave.

## **Retaliation**

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, Fusion Media will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Supervisor, consistent with applicable legal requirements.

## **Witness Leave**

Fusion Media realizes that, on occasion, employees may be subpoenaed or otherwise compelled to serve as witnesses in a judicial proceeding. In such cases, you will be provided unpaid leave to attend.

Upon receiving a subpoena (or other document compelling your attendance), notify your Supervisor as soon as possible to make scheduling arrangements. You may opt to use [\[\[PTO/vacation\]\]](#) in place of unpaid leave.

The Company reserves the right to require you to provide proof of the need for leave to the extent authorized by law.

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

## **Safety and Loss Prevention**

### **Heat Illness Prevention**

Fusion Media is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working outside. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work outdoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness.

This policy ensures that employees working outdoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided shaded areas whenever they feel the need to protect themselves from overheating.

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness. Access to shade is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.
- You will be encouraged to remain in the shade.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing shade, excluding the time needed to access the shade.

The Company provides fresh, pure, and suitably cool drinking water at no charge. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated.

The Company has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your Supervisor if you experience any symptoms or signs of heat illness or see signs of heat illness in co-workers so that the Company can respond with medical attention, as appropriate.

The Company will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

# District of Columbia Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Fusion Media is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age; race; color; national origin; ancestry; religion; sex; sexual orientation (including transgender status, gender identity or expression); pregnancy (including childbirth, lactation, and related medical conditions); reproductive health decisions; family responsibilities; marital status; personal appearance; matriculation; political affiliation; credit information; employment status; homeless status; physical or mental disability; genetic information (including testing and characteristics); veteran status; uniformed servicemember status; status as a victim or family member of a victim of domestic violence, sexual offense, or stalking; or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, fringe benefits, and other compensation, the application of disability and/or temporary disability policies, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against any employees who provides information about, complains about, or assists in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

#### Policy Against Workplace Harassment

**Harassment** is defined as conduct, whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Fusion Media has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

#### Sexual Harassment

**Sexual harassment** is defined as any conduct of a sexual nature that constitutes harassment (as defined above), including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;

- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

## Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [\[\[name, title, phone number, email\]\]](#) or [\[\[other designated person\(s\) or department and contact information\]\]](#).

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## Alternative Reporting

In addition to the Company reporting process, if you believe you have been subjected to harassment, you may file a formal complaint with the District of Columbia Office of Human Rights (OHR) or the federal Equal Employment Opportunity Commission (EEOC). Complaints must be filed with the OHR within one year, or with the EEOC within 300 days, of the date you believe you were discriminated against. Using the Company complaint process does not prohibit you from filing a complaint with the OHR or the EEOC.

You can obtain a complaint form or file your complaint online with the OHR at <https://ohr.dc.gov/service/file-discrimination-complaint>. Contact the OHR by phone at (202) 727-4559 or by email at [ohr@dc.gov](mailto:ohr@dc.gov).

To file a claim with the EEOC, contact your local EEOC office. More information about filing a claim with the EEOC is available at <https://www.eeoc.gov/employees/howtofile.cfm>.

## Wage and Hour Policies

### Accommodations for Nursing Mothers

Fusion Media will provide nursing mothers reasonable unpaid break time to express milk for their infant child.

If you are nursing, the Company will provide you a private, sanitary room or other location in close proximity to the work area, other than a restroom, to express milk. The room or location will be shielded from view and free from intrusion from coworkers and the public. The location:

- May be a childcare facility in close proximity to your work location; or
- If at the work area, will have adequate lighting, ventilation, and an electrical outlet (if necessary for the pumping device).

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also provide your own small refrigerator, freezer, or cooler for storage.

The break time must, if possible, run concurrently with any break time already provided. If you are nonexempt, record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your Supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

The Company is not required to provide the above benefits if doing so would impose an undue hardship on the Company.

## **Meal and Rest Periods**

Fusion Media strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times Fusion Media may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

All employees are paid twice per month on 1st and 15th for the pay period that ends approximately six days prior. If a payday falls on a weekend or holiday, you normally will be paid on the last business day before the weekend or holiday.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy and report any concerns to your Supervisor immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

## **Reporting Time Pay**

Fusion Media provides reporting time pay to nonexempt employees in accordance with applicable law. You will be paid for at least four hours of work each day you report to work under general or specific instructions but are given no work or less than four hours work, unless you are regularly scheduled for less than four hours, in which case you will be paid for the hours regularly scheduled. You will be paid your regular rate for the hours worked, plus payment at the minimum wage for applicable reporting time pay, not to exceed four hours.

Speak with your Supervisor for more information regarding reporting time pay.

## **Travel Time Pay**

Some nonexempt positions within Fusion Media require travel. The Company pays nonexempt employees for travel time in accordance with federal and district law.

## **Home to Work Travel**

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

## **Home to Work on a Special One Day Assignment in Another City**

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Company may deduct/not count that time you would normally spend commuting to the regular work site.

## **Travel That Is All in a Day's Work**

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

## **Travel Away from Home Community**

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Company will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

## **Calculating and Reporting Travel Time**

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

## **General Policies**

### **Access to Personnel and Medical Records Files**

Fusion Media maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to Susan Turney which is the only person authorized to give out such information.

## **Benefits**

### **Jury Duty Leave**

Fusion Media will provide unpaid time off for you to respond to a jury service summons or subpoena, attend court for prospective jury service, or serve as a juror. Upon receiving a summons, notify your Supervisor and make any necessary scheduling arrangements. You may be required to provide verification from the court clerk supporting the need for leave.

Eligible full-time employees will receive their regular compensation during the first five days of jury service in the Superior Court of the District of Columbia, less any fee received from the court. You will not be considered eligible for compensation for any day of jury service in which, if not for jury service, you would not:

- Have earned regular wages from the Company; or
- Worked more than half of a shift that extends into another day.

Any additional or other time off under this policy will be without pay; however, exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Paid Family Leave**

Fusion Media provides paid family leave (PFL) benefits to eligible employees in accordance with the District of Columbia Universal Paid Leave Act. The District's PFL program provides eligible employees with partial wage replacement benefits when they take leave from work to bond with a new child, care for a family member, for their own serious health condition, or for prenatal care during their pregnancy. PFL benefits are funded through a quarterly payroll tax.

## Eligibility

You are generally eligible for PFL if you work at least 50 percent of your time for the Company in the District of Columbia (including teleworking or telecommuting).

You are not eligible to take PFL or receive PFL benefits if you are currently receiving unemployment or long-term disability benefits.

## Qualifying Events and Length of Leave

If eligible, you may make take leave as follows:

- **Parental leave:** You may take up to 12 weeks of leave in a 52-week period to bond with your new child after:
  - The birth of the child;
  - The placement of the child from adoption or foster care into your household; or
  - The placement of the child (for whom you legally assume and discharge parental responsibility) into your household.
- **Family leave:** You may take up to 12 weeks of leave in a 52-week period to care for a family member with a serious health condition.
- **Medical leave:** You may take up to 12 weeks of leave in a 52-week period to care for your own serious health condition.
- **Prenatal leave:** You may take up to two weeks of leave in a 52-week period during your pregnancy for:
  - Routine and specialty appointments, exams, and treatments associated with a pregnancy provided by a health care provider, including prenatal check-ups and ultrasounds;
  - Treatment for pregnancy complications;
  - Bedrest that is required or prescribed by a health care provider; and
  - Prenatal physical therapy.

The maximum amount of leave for any combination of parental, family, and medical leave is 12 weeks. However, there is an exception for pregnant employees who take prenatal leave. Pregnant employees are eligible for two weeks of prenatal leave while pregnant and 12 weeks of parental leave after giving birth, for a maximum of 14 weeks.

## Intermittent Leave

You may elect to take PFL intermittently.

## Compensation

PFL benefits are determined on a sliding scale based on your reported income and are paid at up to 90 percent of your average weekly wage for each week you are on leave.

## Applying for Benefits

If you have experienced a qualifying event, you must apply for benefits through the D.C. Office of Family Leave web portal at <https://dcpaidfamilyleave.dc.gov/>. There is normally a seven calendar-day waiting period for benefits, which begins the first day of the qualifying event. This waiting period has been suspended for claims filed after October 1, 2021, and will be reinstated one year after the COVID-19 Public Health Emergency ends. You can apply for benefits retroactively within 30 days of when the qualifying leave event occurred, as follows:

- Apply to receive benefits for qualified leave you have taken in the 30 days before your application; or
- After 30 days, you must show that there were "exigent circumstances" in order to receive benefits for leave already taken.

## Notice

If the need for PFL is foreseeable, you must provide written notice to the Company at least 10 business days in advance of the leave. If the need for leave is unforeseeable, you must provide notice in writing, or verbally in exigent circumstances, before the start of the work shift for which you intend to take leave.

When an emergency prevents you from providing notice before the start of the work shift for which you intend to take leave, you (or another individual on your behalf) must notify the Company of the need for leave in writing, or verbally in exigent circumstances, within 48 hours after the emergency occurs. You (or another individual on your behalf) must supplement verbal notice with written notice as soon as practicable.

Notice must include:

- The type of leave requested;
- The expected duration of leave;
- The expected start and end dates of leave; and
- Whether the leave will initially be used continuously or intermittently.

## Interaction with Other Laws

PFL leave will run concurrently with available leave under the federal Family and Medical Leave Act (FMLA) or the District of Columbia Family and Medical Leave Act (DCFMLA) where permitted by state and federal law.

## Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## Paid Sick Leave

Fusion Media provides paid sick leave benefits to eligible employees in accordance with District of Columbia law.

## Eligibility

You are eligible to accrue paid sick leave at the beginning of employment if you spend more than 50 percent of your time working for the Company within the District of Columbia.

## Qualifying Reasons for Leave

If eligible, you are entitled to paid sick leave for any of the following:

- Your own illness and your own medical or dental appointments.
- The illness and medical or dental appointments of your family member.
- To obtain social or legal services if you or your family member is a victim of stalking, domestic violence, or sexual abuse, in order to:
  - Seek medical attention for physical or psychological injury or disability caused by stalking, domestic violence, or sexual abuse;
  - Obtain services from a victim services organization;
  - Obtain psychological or other counseling;
  - Temporarily or permanently relocate;
  - Take legal action, including preparing for or participating in any civil or criminal legal proceeding; or
  - Take any other actions to enhance your own health or safety or that of a family member, or to enhance the safety of those who associate or work with you.

As used in this policy, **family member** means the following individuals:

- Spouse.
- Domestic partner.
- Child (including foster child or grandchild).
- Parents.
- Parents of a spouse.
- Brothers and sisters.
- The spouse of a child, brother, or sister.
- Other family member to whom you are related by blood, legal custody, or marriage.
- A person you have lived with for the past 12 months, and with whom you maintain a committed relationship.
- A child who lives with you and for whom you have permanently assumed parental responsibility.

## Accrual and Usage

You will begin to accrue paid sick leave on your first day of employment at the rate of one hour of leave for every 87 hours worked up to a maximum of three days per calendar year. You will begin to accrue paid sick leave on the date you become eligible.

You may begin to use paid sick leave after 90 days of service. You may only use up to seven days of paid sick leave per calendar year. You may carry over unused leave from year to year.

Unused leave will not be paid out on termination of employment for any reason.

The Company may reduce payment for paid sick leave by any amounts payable to you under any other benefits plan to which the Company contributes or under any federal or state workers' compensation law that covers your absence.

## **Transfers**

If you are transferred to a division, branch, office, or other location outside the District of Columbia and then transferred back to a division, branch, office, or other location within the District, your previously accrued paid sick leave will be reinstated and immediately available for use.

## **Reinstatement of Paid Sick Leave Upon Rehire**

If you are separated from employment with the Company and rehired within 12 months, your previously accrued paid sick leave will be reinstated and immediately available for use (provided you were previously eligible to use the leave).

## **Notification**

You must make reasonable efforts to schedule paid sick leave in a manner that does not unduly disrupt Company operations.

You must submit a written request for paid leave, which must include a reason for the absence involved and the expected duration of the paid leave. If the paid leave is foreseeable, you must submit the request at least 10 days, or as early as possible, in advance of the paid leave. If the paid leave is unforeseeable, you must submit an oral request for paid leave prior to the start of the work shift for which the paid leave is requested. In the case of an emergency, you must notify the Company prior to the start of the next work shift or within 24 hours of the onset of the emergency, whichever occurs sooner.

## **Certification**

The Company may require that paid leave for three or more consecutive days be supported by reasonable certification. Reasonable certification may include:

- A signed document from a health care provider affirming your illness;
- A police report indicating that you were a victim of stalking, domestic violence, or sexual abuse;
- A court order; or
- A signed statement from a victim and witness advocate, or domestic violence counselor affirming that you are involved in a legal action related to stalking, domestic violence, or sexual abuse.

If certification is required, you must provide a copy of the certification to the Company upon your return to work.

The requirements for certification will not require a health care professional to disclose information in violation of § 1177 of the Social Security Act (110 Stat. 2029; 42 U.S.C. § 1320d-6), or the regulations according to § 264(c) of the Health Insurance Portability and Accountability Act of 1996, (110 Stat. 2033; 42 U.S.C. § 1320d-2, note).

Information provided to the Company will not be disclosed by the Company, unless the disclosure is:

- Requested or consented to by you;
- Ordered by a court or administrative agency; or
- Otherwise required by applicable federal or local law.

## **Retaliation**

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Parental Leave**

Fusion Media will provide eligible employees up to 24 hours of leave during any 12-month period to attend or participate in school-related events for their children. A school-related event is an activity sponsored by either a school or an associated organization, such as a parent-teacher association (PTA) and includes, but is not limited to, the following:

- A student performance such as a concert, play, or rehearsal.
- The sporting game of a school team or practice.
- A meeting with a teacher or counselor.
- Any similar type of activity.

To be eligible for parental leave, you must be:

- A parent, legal guardian, or individual with legal custody of a child;
- An aunt, uncle, or grandparent of a child; or
- A person married to, or in a domestic partnership with, a parent, legal guardian, individual with legal custody, aunt, uncle, or grandparent of a child.

To qualify for leave under this policy, the child must be involved in the meeting or event as a participant or as the subject; not as a spectator.

You must notify your Supervisor at least 10 calendar days before a school event, unless attendance is not reasonably foreseeable, in which case you must provide as much notice as possible. Your request may be denied if granting leave would unduly disrupt business operations.

Leave under this policy is unpaid; however, exempt employees will not incur any reduction in pay for a partial week's absence. You may elect to substitute accrued vacation/PTO time during the unpaid leave.

You will not lose any employment benefit or seniority accrued while on leave.

The Company will not retaliate against any employees who request or take leave in accordance with this policy.

## **Voting Leave**

Fusion Media encourages all employees to exercise their right to vote. Upon request, the Company will provide you with at least two hours of paid leave to vote if you are scheduled to work during the time for which you are requesting leave.

If you require time off to vote, you must provide reasonable advance notice to your Supervisor. The Company may require you to take leave:

- During a period designated for early voting instead of on the day of election; or
- At the beginning or end of your work shift.

The Company will not:

- Deduct from your salary, wages, or accrued leave for taking voting leave;
- Interfere with, restrain, or deny your right to take leave under this policy; or
- Retaliate against you for taking leave in accordance with this policy.

# Oregon Policies

## Hiring and Orientation Policies

### Communications Regarding Religious or Political Matters

Fusion Media is committed to respecting the rights of all employees regarding participation in discussions about religious or political matters. In accordance with Oregon law, the Company will not discharge, discipline, penalize, or take adverse employment action against you:

1. For declining to attend or participate in any Company-sponsored meeting or communication from the Company where the primary purpose is to communicate the Company's opinion about religious or political matters.
2. As a means of requiring you to attend or participate in meetings or receive or listen to communications described in (1).
3. If you or a person acting on your behalf reports, in good faith, a violation or suspected violation of (1) or (2).

**Political matters** includes activity related to political party affiliation, campaigns for measures, or candidates for political office and the decision to join, not join, support, or not support any lawful political or constituent group.

**Religious matters** includes activity related to religious affiliation or the decision to join, not join, support, or not support a bona fide religious organization.

This policy does not prohibit the Company from:

- Communicating information that the Company is required by law to provide you.
- Conducting mandatory meetings of executive or administrative personnel to discuss issues related to the Company's business.
- Offering meetings, forums, or other communications about religious or political matters where attendance or participation is voluntary.

## EEO Statement and Nonharassment Policy

### Equal Opportunity Statement

Fusion Media is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older); ancestry; sex; sexual orientation (including transgender status, gender identity or expression); pregnancy (including childbirth, lactation, and related medical conditions); gender; race (including physical characteristics that are historically associated with race, including, but not limited to, natural hair, hair texture, hair type, and protective hairstyles such as hair color or manner of wearing hair that includes, for example, braids, regardless of whether the braids are created with extensions or styled with adornments, locs, and twists); religion; color; national origin; physical or mental disability; genetic information (including testing and characteristics); expunged juvenile record; familial relationship; marital status; veteran status; uniformed servicemember status; status as a victim of domestic violence, harassment, sexual assault, bias, or stalking; or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

### Policy Against Workplace Harassment

Fusion Media has a strict policy against all types of workplace harassment (including sexual harassment and sexual assault) and other forms of workplace harassment based upon an individual's age (40 and older); ancestry; sex; sexual orientation (including transgender status, gender identity or expression); pregnancy (including childbirth, lactation, and related medical conditions); gender; race (including physical characteristics that are historically associated with race, including, but not limited to, natural hair, hair texture, hair type, and protective hairstyles such as hair color or manner of wearing hair that includes, for example, braids, regardless of whether the braids are

created with extensions or styled with adornments, locs, and twists); religion; color; national origin; physical or mental disability; genetic information (including testing and characteristics); expunged juvenile record; familial relationship; marital status; veteran status; uniformed servicemember status; status as a victim of domestic violence, harassment, sexual assault, bias, or stalking; or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

## Sexual Harassment

**Sexual harassment** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

## Sexual Assault

**Sexual assault** is 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.

## Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older); ancestry; sex; sexual orientation (including transgender status, gender identity or expression); pregnancy (including childbirth, lactation, and related medical conditions); gender; race (including physical characteristics that are historically associated with race, including, but not limited to, natural hair, hair texture, hair type, and protective hairstyles such as hair color or manner of wearing hair that includes, for example, braids, regardless of whether the braids are created with extensions or styled with adornments, locs, and twists); religion; color; national origin; physical or mental disability; genetic information (including testing and characteristics); expunged juvenile record; familial relationship; marital status; veteran status; uniformed servicemember status; status as a victim of domestic violence, harassment, sexual assault, bias, or stalking; or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

## Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment (including sexual assault), document the conduct and immediately report it to Sam Grogan at [sam@fusionmedia.com](mailto:sam@fusionmedia.com), Mark Freedman at [mark@fusionmedia.com](mailto:mark@fusionmedia.com) or

any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## **State and Federal Remedies**

In addition to the Company reporting process, if you believe you have been subjected to discrimination or harassment, you may file a formal complaint with the government agencies listed below. Using the Company complaint process does not prohibit you from filing a complaint with these agencies.

Claims must be filed within the following time frames:

- Complaints filed with the Oregon Bureau of Labor and Industries (BOLI) must be filed within five years after the occurrence of the alleged discrimination.
- Complaints filed with the federal Equal Employment Opportunity Commission (EEOC) must generally be filed within 180 days of the alleged discrimination. This deadline is extended to 300 days if BOLI or a local agency enforces a law that prohibits employment discrimination on the same basis.

If the basis for filing the complaint is covered by both state and federal law, a complaint filed with BOLI is automatically filed with the EEOC.

### **EEOC Seattle Field Office**

Address: 909 First Avenue, Suite 400, Seattle, WA 98104-1061

Phone: 800-669-4000

Fax: 206-220-6911

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://publicportal.eeoc.gov/portal/>

### **BOLI, Civil Rights Division Offices**

#### **Eugene**

1400 Executive Parkway, Suite #200

Eugene, OR 97401

541-686-7623

#### **Salem**

3865 Wolverine St. NE, Bldg. E-1

Salem, OR 97305

503-378-3292

## **Portland**

800 NE Oregon St., Suite #1045

Portland, OR 97232

971-673-0764

## **Agreements**

The Company may not, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, require or coerce you to enter into an agreement that contains a nondisclosure provision, a nondisparagement provision, or any other provision that has the purpose or effect of preventing you from disclosing or discussing any conduct:

- That constitutes unlawful discrimination or harassment (including sexual assault); and
- That occurred between employees or between the Company and an employee in the workplace or at a work-related event that is off the employment premises and coordinated by or through the Company; or
- That occurred between the Company and an employee off the employment premises.

If you have claimed to be a victim of unlawful discrimination or harassment (including sexual assault), the Company may only enter into a settlement, separation, or severance agreement with you that includes one or more of the following provisions, if you request to enter into such an agreement:

- A nondisclosure provision, a nondisparagement provision, or any other provision that has the purpose or effect of preventing you from disclosing or discussing any conduct as outlined in the previous paragraph.
- A provision that prevents the disclosure of factual information relating to a claim of discrimination or conduct that constitutes sexual assault; or
- A no-rehire provision that prohibits you from seeking re-employment with the employer as a term or condition of the agreement.

If the Company makes a good faith determination that you have engaged in unlawful discrimination or harassment, the Company may enter into a settlement, separation, or severance agreement that includes one or more of the provisions described above.

Any settlement, separation, or severance agreement reached by you and Company may be revoked within seven days of its execution, and the agreement will not become effective until after the revocation period has expired.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Fusion Media will provide nursing mothers reasonable rest periods to express milk for their infant child, each time the need arises, for up to 18 months following the child's birth.

The Company will provide a private location, other than a restroom, in close proximity to your work area, to express milk. The location will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored [in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The rest periods should, if feasible, run concurrently with any other meal and rest periods already provided. If you are nonexempt, record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You are encouraged to discuss the length and frequency of these breaks with your Supervisor.

The Company will not retaliate or discriminate against employees who express breast milk in the workplace in accordance with this policy.

Under certain circumstances, the Company may be relieved of the duty to provide the above accommodations.

### **Meal and Rest Periods**

Fusion Media strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods.

If you are nonexempt, you will be provided unpaid meal periods and paid rest periods as follows, depending on the length of your work period:

Length of Work Period	Number of rest periods	Number of meal periods
2 hrs or less	0	0
2 hrs 1 min – 5 hrs 59 min	1	0
6 hrs	1	1
6 hrs 1 min – 10 hrs	2	1
10 hrs 1 min – 13 hrs 59 min	3	1
14 hrs	3	2
14 hrs 1 min – 18 hrs	4	2
18 hrs 1 min – 21 hrs 59 min	5	2
22 hrs	5	3
22 hrs 1 min – 24 hrs	6	3

Meal periods are unpaid and will be at least 30 continuous, uninterrupted minutes. Rest periods are paid and will be at least 10 continuous, uninterrupted minutes. You will not be required to work during your meal or rest periods unless otherwise permitted under applicable law. Rest periods are in addition to and separate from meal periods. Rest periods will not be added to a meal period and may not be deducted from the beginning or end of your work shift.

If the work period is seven hours or less, the meal period is to be taken after the end of the second hour worked and must be finished before the fifth hour of work begins. If the work period is more than seven hours, the meal period must be taken after the end of the third hour worked and must be finished the sixth hour of work begins.

As the nature of your work allows, you will be given a rest period approximately in the middle of each segment of four hours, or major part thereof, worked in a work period.

Check with your Supervisor regarding procedures and schedules for meal and rest periods. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled meal or rest period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to take or were prohibited from taking a meal or rest period.

## Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times Fusion Media may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## Pay Period

All employees are paid twice per month on 1st and 15th for the pay period that ends approximately six days prior. If a payday falls on a weekend or holiday, you normally will be paid on the last business day before the weekend or holiday.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy and report any concerns to your Supervisor immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

## Predictive Scheduling

Fusion Media complies with Oregon's Predictive Scheduling law and believes in treating employees fairly with regards to their work schedule.

## Coverage

This policy generally applies to all nonexempt employees.

## Good Faith Estimate

When hired, the Company will provide you with a written good faith estimate of your work schedule that:

- States the median number of hours you are expected to work in an average month;
- Explains the Company's voluntary standby list; and
- Explains whether you are expected to work on-call shifts if you have not chosen to be on a voluntary standby list and how that process works.

## Written Work Schedule

The Company will provide you with a work schedule in writing at least 14 calendar days in advance before the first day of the schedule. It will be posted and easily visible and include all work shifts/on-call shifts for the work period. You may decline shifts that are not included in the written work schedule.

## Changes to Your Work Schedule

The Company will pay you additional compensation if it changes your schedule less than 14 days ahead of the start of the schedule. If you request to work additional shifts or make changes, this extra compensation is not required.

The Company will pay you one hour at the regular rate of pay plus wages earned when it:

- Adds more than 30 minutes of work to your shift;
- Changes the date, start time, or end time of your work shift with no loss of hours; or
- Schedules you for an additional work or on-call shift.

The Company will pay you one-half times your regular rate of pay, per hour, for each scheduled hour that you do not work when the Company:

- Subtracts hours from your work shift before or after you report for duty;
- Changes the date, start time, or end time of your shift, resulting in a loss of work hours;
- Cancels your work shift; or
- Does not ask you to perform work when you are scheduled for an on-call shift.

**Important:** Additional compensation is not required for schedule changes that result from a natural disaster or similar event outside the Company's control. These may include floods, earthquakes, volcanic eruptions, tsunamis, wildfires, snowstorms, or extreme temperatures, as well as hazards caused by human actions, including fires, explosions, war, or civil unrest, that are capable of causing severe damage to property or significantly disrupting the day-to-day patterns of life.

## Input to Your Work Schedule

You have the right to provide input into your schedule. When you are hired and anytime while you are employed, you may identify any limitations or changes in your work schedule availability, including for childcare needs. You may also request not to be scheduled for work shifts during certain times or at certain work locations. The Company may not retaliate against you for making these requests but is under no obligation to grant your request.

## Rest Between Shifts

You have the right to rest between shifts. Unless you request or agree to it, you will not be scheduled to work during the first 10 hours following the end of a previous calendar day's work or on-call shift or the first 10 hours following the end of a work or on-call shift that spanned two calendar days. If you are scheduled for a back-to-back shift with a break between shifts that is less than 10 hours, the Company will pay you time-and-a-half (1.5 times) your normal pay rate except where not required under applicable law.

## **Retaliation**

The Company will not retaliate or discriminate against employees for asserting their rights under this policy.

## **Remedies**

If you believe your rights under the predictive scheduling law have been violated, you may file a complaint with the Oregon Bureau of Labor and Industries using any of the following methods:

**Call:** 971-245-3844

**Email:** BOLI\_help@boli.oregon.gov

**Web:** oregon.gov/boli

## **Travel Time Pay**

Some nonexempt positions within Fusion Media require travel. The Company pays nonexempt employees for travel time in accordance with state and federal law.

## **Home to Work in an Ordinary Situation**

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is a normal incident of employment, whether you work at a fixed location or at different job sites. Normal travel from home to work is not work time.

## **Home to Work in an Emergency Situation**

If you leave the premises or job site after completing the day's work and are subsequently called out to travel a substantial distance to perform an emergency job, any time spent in excess of time spent in normal home-to-work travel will be considered working time. Call-backs that require only normal home-to-work travel to the Company place of business or job site will not be considered working time. A "substantial distance" means a distance beyond a 30-mile radius of the Company place of business.

## **Travel That Is All in a Day's Work**

Your time spent in travel as part of your principal activity will be counted as hours worked. Where you are required to report at a meeting place to receive instructions or to perform other work there or to pick up and carry tools, the travel from the designated place to the work place is part of the day's work and must be counted as hours worked regardless of any contract, custom, or practice:

- Example: A construction worker who travels from job site to job site during the work day must be compensated for time spent in traveling;
- Example: If an employee who normally finishes work on the employer's premises at 5 p.m. is sent to another job at a different site, finishes that job at 8 p.m. and is then required to return to the employer's premises arriving at 9 p.m., the employee will be compensated for all time up to 9 p.m. However, if the employee goes home instead of returning to the employer's premises, the travel time after 8 p.m. is considered normal work to home travel and is not compensable.

## **Home to Work on Special One-Day Assignment to Another City**

If you regularly work at a fixed official work station and you are given an assignment to work in another city outside of a 30-mile radius of the official work station where normally employed, and not required to stay overnight, you will be paid travel time as previously described. This time is considered an integral part of a principal activity.

## **Travel Away from Home Community**

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday and where you are substituting travel for other duties. The time is not only hours worked on regular working days

during normal working hours but also during the corresponding hours on nonworking days. Time that is spent in travel away from home outside of your regular work hours as a passenger on an airplane, train, boat, bus, or automobile is not considered work time.

### **Private Automobile Used in Travel Away from Home Community**

If you are offered public transportation but request permission to drive your own car instead, we may count as hours worked either the time spent driving the car or the time you would have had to count as hours worked during working hours if you had used the public conveyance.

Work performed while traveling includes any work that you are required to perform while traveling and must be counted as hours worked. For example, an employee who drives a truck, bus, automobile, boat or airplane, or an employee who is required to ride therein as an assistant or helper, is working while riding, except during bona fide meal periods or when the employee is permitted to sleep in adequate facilities furnished by the employer.

### **Calculating and Reporting Travel Time**

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

### **Wage Disclosure Protection**

In accordance with Oregon law, Fusion Media will not discriminate or retaliate against you for:

- Inquiring about, discussing, or disclosing your wages or the wages of other employees; or
- Making a charge, filing a complaint, or instituting or causing to be instituted an investigation, proceeding, hearing, or action based on your disclosure of wage information.

If you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have authorized access to it, unless the disclosure is:

- In response to a formal charge or complaint; or
- In furtherance of an investigation, proceeding, hearing, or other action (including an investigation conducted by the Company).

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to your Supervisor.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **General Policies**

### **Access to Personnel and Medical Records Files**

Fusion Media maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. Upon reasonable notice, you will be permitted to inspect your personnel file (except for any records and other material exempt from disclosure under state law). Inspection must occur in the presence of a Company representative. If you wish to obtain a certified copy of your personnel file, you must submit a written request to Susan Turney. You will be charged a reasonable fee to cover the costs of obtaining the copies.

All requests by an outside party for information contained in your personnel file will be directed to Susan Turney which is the only person authorized to give out such information.

## **Benefits**

### **Bone Marrow Donation Leave**

Fusion Media will provide eligible employees up to 40 hours of leave to undergo a medical procedure to donate bone marrow.

To be eligible for leave under this policy, you must work an average of 20 or more hours per week.

You may determine the total length of the leave, but leave may not exceed the amount of your accrued paid leave or 40 work hours, whichever is less, unless the Company agrees otherwise. You may choose to substitute accrued paid leave.

You may be required to provide the Company with verification from a physician of the purpose and length of each leave. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave used prior to the determination is not affected.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Jury Duty Leave**

Fusion Media encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Juvenile Court Attendance Leave**

Fusion Media realizes that, on occasion, employees may be summoned to appear at a delinquency proceeding with a youth who is in their physical or legal custody. In such cases, you will be provided unpaid leave to attend. Notify your Supervisor as soon as possible to make scheduling arrangements.

The Company reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Legislative Leave**

Fusion Media will provide employees who are members or prospective members of the Legislative Assembly with an unpaid leave of absence to attend sessions of the Legislative Assembly or to perform other official duties.

This leave of absence is available to non-temporary employees who have been employed by the Company for at least 90 days.

You must provide notice of your intent to take leave as follows:

- At least 30 days before a regular session; and
- As soon as possible when it is apparent that a special or emergency session will be called.

At the conclusion of the leave of absence, you must apply to be restored to employment within the following timeframes:

- 15 days after adjournment sine die of the regular legislative session; or
- Five days after the assignment is completed, if the leave is for a lesser period than a regular session.

Upon application, you will be restored to your previous position or, if such position no longer exists, to a similar position without loss of seniority, the right to participate in insurance, or any other employment benefits.

Restoration may be denied if:

- You fail to apply for restoration within the required timelines; or
- The Company's circumstances have changed during your leave of absence so that restoration is impossible or unreasonable.

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

## Paid Family and Medical Leave Insurance

Oregon's Paid Family and Medical Leave Insurance (PFMLI) program, more commonly known as Paid Leave Oregon, allows eligible employees to take up to 12 weeks of paid family, medical, and safe leave per benefit year. The program is administered by the Oregon Employment Department (OED) and funded through payroll taxes.

### Eligibility

To be eligible for PFMLI benefits, you must have earned at least \$1,000 in wages in the previous year.

### Reasons for Leave

If eligible, you may take leave under the PFMLI program for the following reasons:

- **Family leave:** To care for a family member with a serious health condition or to bond with a new child after birth, adoption, or foster care placement.
- **Medical leave:** For your own serious health condition.
- **Safe leave:** If you or your minor child is a survivor of sexual assault, domestic violence, harassment, or stalking, to obtain legal or law enforcement assistance, seek medical treatment or recover from injuries, obtain counseling or support services, or relocate or take other steps to secure your (or your child's) health and safety.

**Family member** means:

- Your spouse or domestic partner;
- Your child or your child's spouse or domestic partner;
- Your parent or your parent's spouse or domestic partner;
- Your sibling, stepsibling, or their spouse or domestic partner;
- Your grandparent or your grandparent's spouse or domestic partner;
- Your grandchild or your grandchild's spouse or domestic partner; or
- Any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

**Child** includes a biological, adopted, foster, or stepchild, the child of a registered same-sex domestic partner, or a child with whom you are in a relationship of in loco parentis.

### Leave Usage

You are entitled to 12 weeks of leave per benefit year in any combination of family, medical, and safe leave. The benefit year begins the Sunday before the period of leave and lasts 52 weeks. You may also qualify for an additional two weeks of paid leave if you have limitations related to pregnancy. Bonding leave must be taken within the first 12 months after the birth, adoption, or placement.

You may take paid leave in increments equal to one workday or one workweek. You can take leave all at once (consecutive) or in separate blocks of time (nonconsecutive). Consecutive leave is taken in one block of time due to a single qualifying event (such as five weeks of leave for knee surgery).

Nonconsecutive leave is taken in separate blocks of time due to a single qualifying reason (such as one day every week for 12 weeks for chemotherapy).

The Company cannot require you to take sick leave, vacation leave, or other accrued leave prior to using PFMLI leave.

### Notice

If leave is foreseeable, you must provide the Company at least 30 days' notice. If leave is unforeseeable, you must provide notice within 24 hours, and provide written notice within three days of starting leave.

If you do not provide the required notice, your first weekly benefit may be reduced by 25%.

### Applying for Leave

You must apply for PFMLI benefits with Paid Leave Oregon online at <https://paidleave.oregon.gov> or request a paper application from OED. The application may be submitted as early as 30 days before the start of leave or up to 30 days after the start of leave.

## **Compensation**

Compensation for PFMLI leave is determined by the OED.

## **Interaction with Other Laws**

PFMLI leave will run concurrently with other leaves where permissible under applicable law.

## **Fitness for Duty Requirements**

If you take PFMLI leave because of your own serious health condition (except if you are taking intermittent leave), you must provide medical certification to the Company that you are fit to resume work. You will not be permitted to resume work until certification is provided.

## **Restoration**

If you have worked for the Company for at least 90 consecutive calendar days, you will be restored to your previous position when you return from leave. If the position no longer exists, you will be restored to an equivalent or similar position as required under applicable law.

## **Retaliation**

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **State Board or Commission Leave**

Fusion Media will provide employees who are appointed members of a state board or commission with unpaid leave to perform the duties of their appointed role.

You must provide at least 21 days' written notice of your intent to take leave. You will not be required to use paid leave for any time spent performing your respective duties.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

# Washington Policies

## Hiring and Orientation Policies

### Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking

Fusion Media will provide reasonable safety accommodation to employees who are victims of domestic violence, sexual assault, or stalking, provided the accommodation would not pose an undue hardship on Company business.

Reasonable safety accommodations may include, but are not limited to:

- Transfer or reassignment;
- Modified job schedule;
- Change in work telephone number, email address, or workstation;
- Installed locks;
- Implementing safety procedures; or
- Any other adjustment to a job structure, workplace facility, or work requirement in response to an actual or threatened act of domestic violence, sexual assault, or stalking.

If you require a safety accommodation, notify your Supervisor. You may be required to provide documentation verifying that you are a victim of domestic violence, sexual assault, or stalking. This requirement may be satisfied by providing the Company with documents such as a police report, court order, or written statement.

After receiving your request for a safety accommodation, the Company will work with you to explore potential accommodations. The Company encourages you to suggest specific accommodations that you believe would be effective. However, the Company is not required to make any requested accommodation and may provide an alternative accommodation that can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against employees who are victims of domestic violence, sexual assault, or stalking, or who request an accommodation in accordance with this policy.

## EEO Statement and Nonharassment Policy

### Equal Opportunity Statement

{Fusion Media is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age (40 and older); race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists); creed; color; national origin; citizenship; ancestry; religion; sex; sexual orientation (including transgender status, gender identity or expression); pregnancy (including childbirth, lactation, and related medical conditions); sensory, physical, or mental disability (including obesity); use of a service animal; genetic information (including testing and characteristics); veteran status; uniformed servicemember status; or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

### Policy Against Workplace Harassment

Fusion Media has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, applicants, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

## Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

## Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's membership in a protected class.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

## Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Sam Grogan at [sam@fusionmedia.com](mailto:sam@fusionmedia.com), Mark Freedman at [mark@fusionmedia.com](mailto:mark@fusionmedia.com) or any member of management.

The Company prohibits retaliation against applicants or employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## Wage and Hour Policies

### Accommodations for Nursing Mothers

Fusion Media will provide nursing mothers reasonable break time to express milk for their infant child for up to two years following the

child's birth.

If you are nursing, the Company will provide you a private space, other than a restroom, to express milk. The room will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your Supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Under certain circumstances, the Company may be relieved of the duty to provide the above accommodations.

## **Meal and Rest Periods**

Fusion Media strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for rest and meal breaks. You will not be required to work more than five consecutive hours without a 30-minute meal break. A 10-minute rest period will be provided for every four hours of working time.

The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times Fusion Media may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

All employees are paid twice per month on 1st and 15th for the pay period that ends approximately six days prior. If a payday falls on a weekend or holiday, you normally will be paid on the last business day before the weekend or holiday.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy and report any concerns to your Supervisor immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

## **Travel Time Pay**

Some nonexempt positions within Fusion Media require travel. The Company pays nonexempt employees for travel time in accordance with federal and state law. If you have questions about what travel time is compensable, speak with [\[\[appropriate person or department\]\]](#).

## **Wage Disclosure Protection**

In accordance with Washington law, Fusion Media will not:

- Require, as a condition of employment, that you not disclose the amount of your wages.
- Require you to sign a waiver or other document that prevents you from disclosing the amount of your wages.

Additionally, the Company will not discriminate or in any other manner retaliate against you for:

- Inquiring about, disclosing, comparing, or otherwise discussing your wages or the wages of other employees;
- Asking the Company to provide a reason for the amount of your wages or lack of opportunity for advancement; or
- Aiding or encouraging other employees to exercise their rights under this policy.

This policy does not require you to disclose the amount of your wages.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to your Supervisor.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## General Policies

### Access to Personnel and Medical Records Files

Fusion Media maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to the Susan Turney, which is the person authorized to give out such information.

## Benefits

### Family Care Leave

Consistent with the Washington Family Care Act, you may use any paid leave offered by Fusion Media, consistent with Company policies, to care for:

- Your child with a health condition that requires supervision or treatment.
- Your spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious or emergency health condition.

For purposes of this policy, **child** means your biological, adopted, foster, or step child, legal ward, or a person to whom you stand in loco parentis who is:

- Under 18 years of age; or
- 18 years of age or older and incapable of self-care because of a mental or physical disability.

Refer to the applicable leave policy for information on how leave will be administered.

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

### Pregnancy Disability Leave

Fusion Media will provide employees who are sick or temporarily disabled due to pregnancy or childbirth with a leave of absence for the time they are sick or temporarily disabled. The Company will treat employees on pregnancy-related leave the same as other employees on leave for sickness or other temporary disabilities.

Upon return from pregnancy disability leave, employees will be returned to their previous position or an equivalent position.

The Company will not retaliate against employees who request or take pregnancy disability leave in accordance with this policy.

## Emergency Services Leave

If you are an emergency services worker, Fusion Media will grant you unpaid leave from work to respond to a fire alarm or an emergency call. **Emergency services worker** means:

- A volunteer firefighter;
- A reserve peace officer; or
- A Civil Air Patrol member.

To qualify for this leave you must be absent or late from work because you are responding to, currently working at, or returning from a fire alarm or emergency call (volunteer firefighters or reserve peace officers) or an emergency service operation (Civil Air Patrol members). For efficient administration of leave, notify your Supervisor of your status and intent to serve as an emergency services worker.

Time missed from work will be unpaid. You must make reasonable efforts to notify the Company that you may be absent from or late to work.

The Company will not retaliate against employees for taking leave in accordance with this policy.

## Jury Duty Leave

Fusion Media encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## Leave for Victims of Domestic Violence, Sexual Assault, or Stalking

If you are a victim, or a family member of a victim, of domestic violence, sexual assault, or stalking, Fusion Media will provide you with reasonable unpaid leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance, or mental health counseling. **Family member** means a child, spouse, parent, parent-in-law, grandparent, or person you are dating. The Company may request verification of your family relationship.

When possible, you must provide reasonable advance notice of the need for leave. If advance notice cannot be given because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, you or someone on your behalf must provide notice no later than the end of the first day you take leave.

You may be required to provide verification that you or your family member is a victim of domestic violence, sexual assault, or stalking and that the leave is being taken for purposes described above. Verification must be provided in a timely manner and will only be used to establish that the leave is legally protected. You may satisfy the verification requirements by providing the Company with documents such as a police report, court order, or written statement.

With exception, information provided by you will be kept confidential. This includes:

- The fact that you or your family member is a victim of domestic violence, sexual assault, or stalking.
- That you have requested or obtained domestic violence leave.
- Any written or oral statement, documentation, record, or corroborating evidence you provide.

Information provided by you will only be disclosed under the following circumstances:

- When requested or consented to by you.
- When ordered by a court or administrative agency.
- Where otherwise required by applicable federal or state law.

Leave under this policy is unpaid; however, you may choose to use any accrued paid leave. Leave may be taken intermittently, on a reduced work schedule, or in a single block of time, as the circumstances warrant. During the leave, the Company will maintain any health

insurance coverage being provided in the same manner as if you had not taken leave.

The leave must be reasonable in duration, which will be determined by management and you, based upon the circumstances.

Upon return from leave, you will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, subject to certain exceptions as provided under Washington law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## Military Family Leave

In accordance with the Washington Military Family Leave Act (MFLA), Fusion Media will provide employees who are the spouse of a military member up to 15 days of leave from work for each deployment when the military spouse is deployed or called up to active duty. The leave may be used prior to the deployment, or during the period when the military spouse is on leave during the deployment.

As used in this policy:

- **Spouse** includes same-sex spouses and state-registered domestic partners.
- **Military member** means a member of the U.S. Armed Forces, National Guard, or reserves.

To be eligible for such leave, you must work 20 or more hours per week.

To take military family leave, you must provide notice of intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

The leave provided under this policy is unpaid; however, you may substitute any available paid leave. You may split the 15-day leave between different periods of time (pre-deployment or while the military member is on leave during deployment). The total number of days of leave, however, cannot exceed 15 days per deployment.

The Company may count FMLA-qualified leave related to a deployment as state MFLA leave if the leave is taken before the deployment, or during any period when the military spouse is on leave from deployment.

You will be allowed to continue available group health benefits at your own expense.

Upon return from leave, you will be restored to your prior position.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## Paid Family and Medical Leave Insurance

Washington's Paid Family and Medical Leave (PFML) program is a mandatory statewide insurance program that provides most employees in Washington with paid time off to give or receive care. Eligible employees are entitled to partial wage replacement benefits of up to 90 percent of their weekly pay, depending on their income. The program is administered by the Washington Employment Security Department (ESD) and is funded by premiums paid by employees (through payroll deductions).

## Eligibility

To be eligible for PFML you must:

- Have worked at least 820 hours (or about 16 hours a week) in Washington during the qualifying period. The 820 hours are cumulative, regardless of the number of employers or jobs you have had during the year. All paid work in Washington over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work.
- Experience a qualifying event.

## Qualifying Events

You may take PFML for the following reasons:

- **Family leave** to:

- Bond with your newborn child, newly adopted child, or newly placed foster child (bonding leave);
- Care for a family member with a serious health condition;
- Prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to the family member's deployment; or
- Deal with the death of a newborn or newly adopted/fostered child (bereavement leave).
- **Medical leave** to care for your own serious health condition.

**Family member** means:

- Your biological, adopted, or foster child, stepchild, a child's spouse, or a child to whom you stand in loco parentis, are a legal guardian, or are a de facto parent, regardless of age or dependency status.
- Your spouse or state registered domestic partner.
- Your parent or your spouse's parent (including biological, adoptive, de facto, or foster parent, stepparent, or legal guardian or an individual who stood in loco parentis to you or your spouse as a child).
- Your sibling.
- Your grandchild.
- Your grandparent.
- Any individual who regularly resides in your home or where your relationship creates an expectation that you care for the person, and that person depends on you for care. It does not include an individual who simply resides in your home with no expectation that you care for them.

## Usage

Eligible employees may generally take up to 12 weeks of PFML per year. If you have more than one qualifying event in the same year, you may be eligible to take up to 16 weeks of PFML. Combined leave cannot exceed 16 total weeks unless there is a serious, incapacitating health issue related to pregnancy, which adds two more weeks (18 weeks total).

Bonding leave must be taken during the first 12 months after the child's birth or placement.

Bereavement leave must be used within seven calendar days of the child's death.

During the first six weeks after the birth of a child, any PFML used based on incapacity due to pregnancy or for prenatal care will count as paid medical leave by default, unless you choose to use paid family leave during that period.

PFML may be used intermittently rather than all at once.

You will not be required to use other leave before using PFML.

## Requesting Leave

If the need for leave is foreseeable, provide 30 days' written notice of your intent to take leave. Notice must contain at least the anticipated timing and duration of leave. If unforeseeable, provide written notice as soon as practical.

Failure to provide proper notice may result in the denial of leave for a period of time equal to the number of days that notice was insufficient.

## Questions and Applying for Benefits

If you have questions regarding this policy, contact Susan Turney. If you are eligible for PFML benefits, you may obtain detailed information about the program and apply for benefits through the Washington Employment Security Department (ESD) website at <https://paidleave.wa.gov/>.

## Job Restoration

Unless you have been identified as a key employee (as defined under the FMLA) prior to taking PFML, upon return from leave you will be restored to your previous or an equivalent job, provided you worked for the Company for at least 12 months and worked at least 1,250 hours in the 12 months before taking leave.

## Retaliation

The Company will not retaliate against employees who request or take leave under the Washington PFML program.

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, Fusion Media will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Supervisor, consistent with applicable legal requirements.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Mark Larry Freedman, President

Fusion Media

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Fusion Media Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the [[position or title]] of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Fusion Media.

If I have any questions about the content or interpretation of this handbook, I will contact Susan Turney.

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Signature

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Date

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Print Name