



MADRAS AQUATIC CENTER
RECREATION DISTRICT

FIRST AMENDED AND RESTATED
EMPLOYEE HANDBOOK

Effective July 1, 2022

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First Amended and Restated Employee Handbook

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**MADRAS AQUATIC CENTER RECREATION DISTRICT
FIRST AMENDED AND RESTATED EMPLOYEE HANDBOOK**

1. INTRODUCTION

a. Welcome

We would like to take this opportunity to welcome you to Madras Aquatic Center Recreation District ("District"). We look forward to working with you as we serve our mission, while also providing a rewarding and supportive environment to our employees. As part of our team, we encourage all employees to embrace our goal of public service, excellence, and integrity. Furthermore, we value our employees' loyalty and honesty and encourage open communication. We are confident that we will provide you with a rewarding employment environment.

b. Mission; Purpose

District's mission and purpose is to promote long-term community vitality and increase healthy lifestyles for individuals, families, and communities by providing fun, affordable, and safe aquatic fitness, sport, health, and recreation services.

c. Purpose of Employee Handbook

This Madras Aquatic Center Recreation District First Amended and Restated Employee Handbook (this "Handbook") is intended to communicate District's employment policies and procedures. It is presented as a matter of information only. This Handbook does not anticipate every situation nor answer every question about an employee's employment with District. Because this Handbook applies to all employees, each employee is required to carefully and thoroughly review this Handbook in its entirety. After reviewing this Handbook, each employee must sign and return the Employee Handbook Receipt Acknowledgement Form (the "Acknowledgement Form") to the Executive Director ("Director"). The Acknowledgement Form is attached hereto as Exhibit A.

d. Reservation of Rights

Neither this Handbook nor any of its terms create or constitute a contractual relationship between District and any employee. Except for the at-will employment policy provided under Section 9, at any time, with or without prior notice, District may modify, supplement, revise, change, delete, discontinue, and/or suspend all or any part of the procedures, practices, policies, and/or benefits provided in this Handbook as business, employment, legislation, and/or other conditions dictate. Any modification, supplementation, revision, change, deletion, discontinuance, and/or suspension of all or any part of the procedures, practices, policies, and/or benefits provided in this Handbook will apply to all existing and future employees.

e. Employee Handbook Supersedes Previous Policies

The policies set forth in this Handbook supersede all prior oral and/or written District procedures, practices, policies, rules, and commitments. Accordingly, disregard all previously issued handbooks (and all policies contained therein). Any representation by any person that in any respect conflicts with any matter set forth in this Handbook is invalid unless specifically acknowledged in writing by the Director. If any policies contained in this Handbook expressly and clearly conflict with the terms of any collective bargaining agreement between District and the members of the subject bargaining unit, the terms of the collective bargaining agreement control; if any policies contained in this Handbook expressly and clearly conflict with any applicable federal, state, and/or local laws, regulations, and/or ordinances, the terms of the federal, state, and/or local laws, regulations, and/or ordinances control.

2. EMPLOYMENT POLICIES

a. Employment Applications

District relies upon the accuracy of information contained in the employment application and related documentation presented during the hiring process. Any misrepresentations, falsifications, and/or material omissions in any application or related documentation may result in the person's exclusion from further consideration for employment or, if the person has been hired, termination of employment. In processing applications, District may obtain credit information on applicants consistent and in accordance with the Federal Credit Reporting Act and any other applicable federal and Oregon laws and regulations. District may check the employment references of all applicants.

b. Residence Requirement

Residency will not be a condition of employment. Employees are encouraged, however, to live within District's boundaries and participate in civic activities and affairs.

c. Veterans Hiring Policy

All things being equal, District will give preference to veterans when making hiring decisions in accordance with applicable federal, state, and local laws, regulations, and ordinances; District does not discriminate against individuals based on current or prior military service.

d. Background Investigations

District may conduct criminal background investigations in connection with the hiring process (e.g., after a conditional offer of employment has been extended in some cases) and/or for cause to identify employees that have specific criminal convictions that substantially relate to the employee's (as the case may be) fitness to

perform the subject position. Such investigation, when permissible, will limit District's risk in employing those individuals who may cause harm to themselves, co-workers, and/or youth participating in District activities. All criminal background investigations will be conducted consistent and accordance with applicable law.

e. Employment Authorization (I-9 Form)

The Immigration Reform and Control Act of 1986 requires that District ensure that employees are authorized for employment in the United States. Therefore, only individuals lawfully authorized for employment in the United States will be employed by District.

In connection with the Immigration Reform and Control Act of 1986, District must collect certain information and review certain documentation concerning the employment authorization of individuals hired after November 6, 1986. This information and documentation will be used only for compliance with the Immigration Reform and Control Act of 1986 and not for any unlawful purpose. If your employment authorization changes or terminates after the commencement of your employment, please inform the Director immediately.

f. Income Tax Withholding (W-4 Form)

Employees are required to fill out a W-4 form at the time of hire. Employees must submit their W-4 form to the Director within two business days of hire. During employment, if employees have changes to make to their W-4, they may request a new form, at any time, for proper payroll deductions. All changes must be made via submission of a new W-4. Verbal changes are not sufficient. All employees are advised to consult with a tax advisor to determine the appropriate withholding allowance for them personally.

3. ANTI-HARASSMENT

a. Harassment - General

District is committed to providing a work environment that is pleasant, professional, and free from harassment, intimidation, hostility, and/or other offenses which may interfere with an employee's work performance. Harassment in employment based on sex, race, including individual physical characteristics historically associated with race (e.g., hair texture and protective hairstyles), national origin, religion, age, gender identity, disability, and/or any other basis prohibited by law is prohibited. Examples of harassment based on race, national origin, religion, age, or disability include, without limitation, words, signs, offensive jokes, cartoons, pictures, posters, emails, or statements that depict such protected groups or individuals in a derogatory way. District does not tolerate harassment by anyone, including supervisors and co-workers. Any action or conduct contrary to this policy is prohibited, will not be tolerated, and may result in disciplinary action up to and including termination of employment.

b. Sexual Harassment

District prohibits the sexual harassment of any individual in the workplace. Sexual harassment is generally defined to include any unwelcome sexual advances, requests for sexual favors, or other visual, verbal, or physical conduct of a sexual nature when (a) submission to such conduct is made either explicitly or implicitly a term or condition of employment, (b) submission or rejection of such conduct affects employment opportunities, and/or (c) the conduct interferes with an employee's work, or creates an intimidating, hostile, or offensive work environment. Sexual harassment also includes harassment based on another person's gender or gender identity, harassment based on pregnancy, childbirth or related medical conditions, or harassment of another employee of the same gender as the harasser.

Examples of sexual harassment prohibited by law and this Handbook include, without limitation, the following: (a) threats or insinuations that another employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, compensation, advancement opportunities, assigned duties, or any other condition of employment or career development; (b) unwelcome sexual advances, flirtations, or propositions; (c) verbal abuse or sexually oriented jokes or comments of a sexual nature; (d) unwelcome whistling, staring, or leering at another person; (e) unwelcome sexually suggestive or flirtatious letters, notes, email, or voicemail; (f) displaying or circulating pictures, objects, or written materials that are sexually suggestive or that demean or show hostility towards a person because of the person's gender and/or gender identity; and (g) displaying of sexually suggestive objects or pictures.

c. Complaint Procedure

An employee who reasonably believes in good faith that they have been subjected to harassment is encouraged (but is not required) to promptly tell the person that the conduct is unwelcome and ask the person to stop the conduct. A person who receives such a request must immediately comply with it and must not retaliate against the employee for rejecting the conduct.

If the employee is uncomfortable addressing the harasser, or the harasser fails to comply with the employee's request, the employee must promptly report the offending behavior, whether the behavior is directed toward the employee personally or to another employee, in accordance with the grievance/complaint policy described under Section 8 of this Handbook. Without otherwise limiting the immediately preceding sentence, if the harassment complaint concerns the employee's supervisor and the employee is uncomfortable addressing their complaint with the supervisor, the employee must bring the harassment complaint to the Director within five days of the event giving rise to the complaint. To the extent possible, all complaints of harassment will be handled confidentially.

d. Retaliation Prohibited

District prohibits retaliation against an employee who brings a harassment complaint or assists in investigating a harassment complaint. Retaliation in violation of this policy may result in disciplinary action up to and including termination of employment. No action will be taken against an employee who in good faith complains of harassment or who assists in the investigation of a harassment complaint. An employee who believes that they may have been retaliated against for having reported harassment or participated in an investigation of a harassment complaint must follow the retaliation reporting procedure described under Section 8 of this Handbook.

4. EQUAL EMPLOYMENT OPPORTUNITY

a. Equal Employment Opportunity - General

District provides an equal employment opportunity to all persons without regard to age, color, race, including individual physical characteristics historically associated with race (e.g., hair texture and protective hairstyles), religion, sex, national origin, marital status, the presence of any sensory, mental, or physical disability, veteran's status, sexual orientation, gender identity, and/or any other protected classification. Employment decisions, including, without limitation, hiring, assignment, promotion, wages, transfer, training, layoff, and termination, will be based on merit and business needs and not on any protected classification or other bases prohibited by applicable federal, state, and/or local laws. Any action or conduct contrary to this policy is prohibited, will not be tolerated, and may result in disciplinary action up to and including termination of employment.

b. Genetic Information Non-discrimination Act (GINA)

District does not discriminate against applicants or employees based upon either the employee's or the employee's family genetic information nor does District use genetic information in employment decisions. Once a condition manifests itself, the GINA no longer applies. More detailed information about GINA is available on the EEOC poster placed on the employee bulletin board.

Employees may be asked to sign voluntary waivers, in which the employee acknowledges that their genetic information will only be provided to licensed health care professionals or board-certified counselors involved in the wellness program. There is no penalty for non-participation.

c. Equal Pay Act

District is committed to the concept of "equal pay for equal work," and does not tolerate differences in pay based on any legally-protected class status. Inquiries about an applicant's salary history are prohibited, as is screening applicants or determining compensation based on the applicant's compensation history.

5. WORKPLACE FAIRNESS ACT (WFA)

District prohibits discrimination as defined under ORS 659A.030, including conduct that constitutes sexual assault and conduct that constitutes discrimination on the basis of service in a uniformed service or on the basis of disability. The statute of limitations period applicable to an employee's right of action for alleging unlawful discriminatory conduct is five years.

District will not require or coerce any employee to enter into a nondisclosure or nondisparagement agreement. A nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, and/or sexual assault. A nondisparagement agreement is any agreement by which one or more parties agree not to discredit and/or make negative or disparaging written or oral statements about any other party or District. An employee claiming to be aggrieved by discrimination, harassment, and/or sexual assault may, however, voluntarily request to enter into a settlement, separation, and/or severance agreement which contains a nondisclosure or nondisparagement. An employee that enters into a settlement, separation, and/or severance agreement will have seven days to revoke the agreement from the date of the employee's execution of the agreement. District employees are advised to document any incidents involving prohibited discriminatory conduct and report such conduct in accordance with the grievance/complaint procedure described in Section 8 of this Handbook.

6. RELIGIOUS ACCOMMODATION

Title VII of the Civil Rights Act of 1964 prohibits employers from discriminating against an employee on the basis of religion. Under Title VII, an employer must reasonably accommodate the sincerely held religious beliefs of an employee provided the accommodation will not cause an undue hardship. Although an employee desiring a religious accommodation will be given the opportunity to suggest reasonable accommodations, District's accommodation may or may not be the accommodation preferred by the employee.

Any employee who believes their sincerely held religious beliefs need to be accommodated must contact their supervisor. If the employee is uncomfortable discussing the issue with their supervisor, the employee must contact the Director.

7. AMERICANS WITH DISABILITIES ACT OF 1990

District is committed to complying with the Americans with Disabilities Act of 1990 and applicable Oregon disability laws to ensure equal employment opportunities to all qualified persons with disabilities. An applicant or employee who believes that they may need an accommodation to perform the essential functions of their position must discuss such needs for a possible accommodation with the Director. Subject to applicable federal and Oregon laws, District will attempt to make a reasonable accommodation for a qualifying employee or applicant.

Communications concerning an applicant's or employee's need for an accommodation will be kept confidential to the extent possible.

8. GRIEVANCE/COMPLAINT RESOLUTION PROCESS

a. Grievance/Complaint Resolution Process - General

District desires to encourage and provide a work environment that allows employees the opportunity to express concerns honestly and without fear of retaliation. District believes that undisclosed problems will remain unresolved and will lead to impaired working relationships, dissatisfaction with working conditions, and a decline in productivity. To this end, each employee must adhere to this grievance/complaint resolution policy so that any dispute the employee may have will be resolved quickly, fairly, and thoroughly.

b. Grievance/Complaint Resolution Steps and Process

Step 1 - Director

An employee must bring any complaint the employee may have to the Director within five days of the event giving rise to the complaint. Complaints must be brought to the Director by the completion and submission of the Employee Complaint Form attached hereto as Exhibit B (the "Complaint Form"). Upon the Director's receipt of the Complaint Form, the Director will promptly initiate a thorough investigation to gather all facts about the complaint that the Director deems necessary or appropriate. After an investigation has been completed, a determination will be made by the Director regarding an appropriate resolution. In all cases, the employee will be notified of the outcome of the Director's investigation. The employee may not necessarily be informed of any disciplinary actions, however. The decision of the Director on any given complaint will not set any precedent nor bind future decisions of the Director.

Step 2 - Board Chair

If the complaint concerns the Director and the employee is uncomfortable addressing the employee's complaint with the Director, or the employee is not satisfied with the Director's handling of the complaint, the employee must bring the complaint to the board chair within five days of the event giving rise to the complaint; provided, however, if the complaint is brought to the board chair because the employee is not satisfied with the Director's handling of the complaint, the employee must bring the complaint to the board chair within five days of the Director's resolution determination.

Complaints must be brought to the board chair by the employee's completion and submission of the Complaint Form. Upon the board chair's receipt of the Complaint Form, the board chair will promptly initiate a thorough investigation to gather all facts about the complaint that the board chair deems necessary or appropriate. After an investigation has been completed, a determination will be made by the board chair regarding an appropriate resolution. In all cases, the employee will be notified of the outcome of the board chair's investigation. The employee may not

necessarily be informed of any disciplinary actions. The decision of the board chair on any given complaint will not set any precedent or bind future decisions of the board chair.

c. Retaliation Prohibited

District cannot promise that an employee's point of view will always be accepted, but the Director and/or board chair will listen and make an effort to ensure that problems are resolved quickly, fairly, and thoroughly. The grievance/complaint resolution procedure is intended to provide each employee a fair and objective review of any complaints. The grievance/complaint resolution procedure in no way limits an employee's recourse to any civil or legal process.

District prohibits retaliation against an employee who brings a complaint or assists in investigating a complaint. Retaliation in violation of this policy may result in disciplinary action up to and including termination of employment. No action will be taken against any employee who in good faith makes a complaint or who assists in the investigation of a complaint. An employee who believes that the employee may have been retaliated against for having made a complaint or participated in an investigation of a complaint must report the retaliation by completion and submission of the Complaint Procedure Form to the Director or, if the retaliation concerns the Director, to the board chair.

9. AT-WILL EMPLOYMENT

a. At Will Employment

District does not guarantee or promise any employee employment with District for any specified period. An employee is employed on an at-will basis. Therefore, an employee may be terminated (or the employee may voluntarily resign) at any time, for any reason or no reason, with or without cause or prior notice, subject to applicable federal, state, and local laws, regulations, and/or ordinances.

The at-will employment relationship between District and any employee may not be modified except by express provision contained in a written employment contract signed by the Director. Any representation by any person contrary to the employment at-will relationship, whether verbal or written, may not be relied upon by any employee.

b. Probationary Period; New Employee Orientation

An employee's first six months of employment (the "Probationary Period") will be a time for establishing relationships with other District employees and management. In addition, the Probationary Period provides District management the opportunity to evaluate the employee's conduct, attitude, and work performance, and provide the employee an opportunity to determine if the employee's job is suitable and can be performed successfully by the employee. The employee's performance will be evaluated at the middle and end of the

Probationary Period (and such other times as management deems appropriate). The Probationary Period may be extended at the discretion of the employee's supervisor or Director. An employee's successful completion of the Probationary Period does not guarantee continued employment with District. Except as specifically provided in this Handbook, during the first 90 days of employment with District, an otherwise eligible employee may accrue, but will not be entitled to receive, any benefits provided to employees under this Handbook.

New employees may be required to attend a "new employee orientation" within 6 months of the employee's initial employment. The orientation is intended to provide the employee a positive and smooth integration into District operations.

10. EMPLOYMENT CLASSIFICATIONS AND DESCRIPTIONS

a. Employee Categories

Upon employment, employees will be classified under one of the following classifications:

Regular Full-time Employee

A regular full-time employee is an employee who is scheduled and regularly works no less than 40 hours per week. To the extent eligible, and except as otherwise provided in this Handbook and/or applicable law, a regular full-time employee is eligible to receive all employee benefits provided by District in accordance with, and subject to, applicable standards, policies, and regulations.

Regular Part-time Employee

A regular part-time employee is an employee who is scheduled and regularly works less than 40 hours per week. To the extent eligible, and except as otherwise provided in this Handbook and/or applicable law, a regular part-time employee that is scheduled and regularly works no less than 30 hours per week is eligible to receive medical, dental, and life insurance benefits in accordance with, and subject to, applicable standards, policies, and regulations. Except for sick leave and as otherwise provided under this Handbook and/or applicable law, a regular part-time employee who works less than 30 hours per week will not be eligible to receive any other employee benefits provided by District under this Handbook.

Temporary Full-time Employee

A temporary full-time employee is an employee whose employment with District is intended to be of limited duration (with no expectation of continued employment) and who is scheduled and regularly works no less than 40 hours per week. A temporary full-time employee includes a seasonal employee (e.g., summer help) who District does not intend to retain on a year-round basis. For the duration of their employment with District, eligible temporary full-time employees will receive all employee benefits provided to regular full-time employees under this Handbook.

Temporary Part-time Employee

A temporary part-time employee is an employee whose employment with District is intended to be of limited duration (with no expectation of continued employment) and who is scheduled and regularly works less than 40 hours per week on an indefinite irregular work schedule. Except for sick leave and as otherwise provided under applicable law, a temporary part-time employee is not eligible to receive any employee benefits provided by District under this Handbook.

b. Employee Classifications

Each employee is classified (according to federal and state wage and hour laws) as an exempt or non-exempt employee. The Director will make the appropriate designation regarding the status for each new position or when a position changes substantially.

Exempt Employee

An exempt employee is an employee who holds a bona fide executive, administrative, professional, or other qualified position and is paid a salary that at least equals the minimum salary requirements under applicable law. An exempt employee does not receive overtime compensation. If an employee is considered an exempt employee, the employee will be informed of this classification at the time the employee is hired, transferred, or promoted.

Non-Exempt Employee

A non-exempt employee is an employee who does not qualify as an exempt employee and will be paid overtime compensation in accordance with applicable law.

11. HOURS, PAY ADMINISTRATION, AND OVERTIME

a. Business Hours

District's general hours of operation are 6:00 a.m. to 6:00 p.m., Tuesday through Saturday. The programming and facilities departments' standard work schedule may vary based on department needs and programming off-site from the Madras Aquatic Center facility. A regular full-time employee's normal workday is eight hours per day; the employee's normal workweek is 40 hours. District's workweek begins on Sunday at 12:00 a.m. and ends at 11:59 p.m. on the immediately following Saturday.

b. Employee Work Schedules

The Director will establish employee work schedules. Employee work schedules may vary due to various circumstances, including, without limitation, the employee's classification, position, employment status, and District's business needs. To the extent possible, the Director will assign full-time employees to work schedules that remain constant from week to week; work schedules for part-time employees will vary depending on District's needs. However, no particular work

schedule or number of work hours is guaranteed to any employee. The Director reserves the right to modify an employee's work schedule at any time as the Director deems necessary or appropriate. Changes to an employee's work schedule may be made for specific periods or, in some cases, on an ongoing and indefinite basis. The Director will attempt to provide the employee advance notice of any work schedule changes. Non-exempt employees may not begin work before their particular scheduled work hours and/or stay later than their particular scheduled work hours without prior approval from their immediate supervisor or Director. Employees must be available for all scheduled work hours.

c. Pay Period and Payday; Paychecks

District has two pay periods each month falling on the 5th and 20th of each month. If a payday falls on a weekend or holiday, payroll checks will be issued on the last business day of work immediately preceding the weekend or holiday. District makes all efforts to comply with applicable state and federal wage and hour laws. However, if an employee reasonably believes that District has made any improper deductions, has failed to pay the employee for all hours worked or for overtime, or has failed to properly calculate the employee's wages in any way, the employee must immediately report the error to the employee's supervisor. District will promptly investigate all reports of improper pay practices and will reimburse the employee for any improper deductions or omissions. No employee will suffer retaliation and/or discrimination because they have reported errors or complaints regarding District's pay practices.

d. Mandatory Deductions from Paycheck

District is required by law to make certain deductions from an employee's paycheck. These deductions include federal, state, and local income taxes and the employee's contribution to Social Security. Mandatory deductions will be itemized on the employee's check stub. An employee's W-2 reflects how much of the employee's earnings were deducted for these purposes. Any other mandatory deductions made from an employee's paycheck (e.g., court-ordered garnishments) will be explained whenever District is ordered to make such deductions.

e. Elective Paycheck Deductions

Under certain circumstances, an employee may authorize District to make deductions from the employee's paycheck (e.g., payroll savings plans, credit union loan payments, etc.). Employees are directed to contact the Director for details concerning the availability of elective deductions.

f. Direct Payroll Deposits

Direct payroll deposit is the automatic deposit of an employee's pay into the employee's financial institution account(s). Automatic payroll deposit is available for most financial institutions. Please contact the Director for more information concerning direct payroll deposit.

g. Overtime and Compensatory Time

Subject to applicable Oregon and federal laws, each non-exempt employee will receive an overtime rate of pay equal to one and one-half (1.5) times the employee's regular hourly rate of pay for time worked in excess of 40 hours in any workweek. Hours paid for holidays, vacation, sick leave, and jury service will not be considered "time worked" for purposes of computing overtime compensation. All overtime work must receive the prior approval of a supervisor or Director. Any authorization District may have provided an employee to use remote access services and/or technologies is not an approval of overtime or work from home. All overtime and work from home must be approved in accordance with applicable District policies and procedures. Accumulation of unapproved excess hours or overtime may result in disciplinary action up to and including termination of employment. Employees will be required to work overtime when overtime work is requested. Exempt employees are not entitled to overtime compensation.

Compensatory time, in lieu of paid overtime, will be computed at one and one-half (1.5) times the employee's overtime hours (i.e., time worked in excess of 40 hours in any workweek), with the prior agreement of the Director. Compensatory time accumulation may not exceed 40 hours. Employees are encouraged to work with the Director to schedule and use compensatory time within 30 days of when it is accrued. Upon an employee's termination of employment, any accrued compensatory time is payable to the employee.

h. Recording of Time

Each non-exempt employee must accurately record their time worked, including, without limitation, time worked remotely through the employee's use of remote access services and/or technologies. An employee may not record time for another employee nor permit someone to record time for the employee. All corrections and/or additions to an employee's "timecard" must be made and approved by the Director. Falsification of time records may result in disciplinary action up to and including termination of employment. All employees are required to follow federal and state wage and hour laws. Employees must notify their immediate supervisor of any corrections necessary to an employee's time recording.

i. Absenteeism/Tardiness

Punctuality and regular attendance are essential functions of each employee's job. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal and rest periods or when required to leave on authorized District business.

Excessive tardiness and/or absenteeism (excused or not) may lead to disciplinary action up to and including termination of employment. Each situation of excessive tardiness or absenteeism will be evaluated on a case-by-case basis. District may consider an employee who fails to report to work without notification to

the Director for a period of two or more consecutive days to have abandoned employment with District and therefore voluntarily terminated their employment relationship.

j. Inclement Weather/Emergency Closing

Except for regularly scheduled holidays, District will be open for business during normal business hours. District recognizes that due to inclement weather, national crisis, and/or other emergencies (collectively, an “Emergency”), District may close for all or part of a regularly scheduled workday. The Director (or their designee) will make the decision as to whether an Emergency exists and will endeavor to notify all employees of the same.

If an Emergency prevents safe travel, the Director (or their designee) will determine whether District should be closed or its opening delayed. If there is not any indication of office closure, employees may assume that District is open as scheduled. The conditions between the employee’s home and District facilities may be better or worse than the norm. If District is closed, the employee should stay home. If District is open on a delayed schedule or other alternative schedule, the employee should arrive when they can do so safely. Employees who are late or who choose not to report to work when District is otherwise open will be subject to the provisions of District’s attendance/tardiness policy (e.g., the employee must provide appropriate notice of the tardiness or absence, the employee must provide an explanation for the tardiness or absence, etc.).

Employees will receive an unpaid excused absence from work for each full workday that District is closed due to an Emergency. Subject to the approval of the Director, a regular full-time employee that has accrued but unused vacation may use vacation time for a full workday closure due to an Emergency. Should a closing occur while an employee is already on vacation, they will not be entitled to additional wages and such day will be counted against the employee’s vacation.

If a partial workday closure occurs, each non-exempt employee will be paid the employee’s normal pay for the hours the employee actually works during such partial closure day. Employees will receive an unpaid excused absence from work for the period during which District is closed. This is true whether the closure is due to early closing or late opening. Except as otherwise provided under applicable law, exempt employees will be paid their normal weekly salary for any workweek in which work is performed.

12. GENERAL ADMINISTRATIVE POLICIES

a. Appearance

District expects that all employees will dress in a manner that reflects the professionalism of District and the individual. We expect that employees will be well groomed. Generally, District dress reflects a business casual appearance. District recognizes that different applications of this policy may be necessary depending on

the degree of public contact, nature of work, and safety issues. Therefore, this policy provides only general guidance. The final decision as to what constitutes appropriate professional appearance is the responsibility of the Director.

b. Employee Personnel Files

An employee may examine time sheets and any other records relevant to proper computation of their pay or benefits at any reasonable non-working time during regular business hours. An employee may examine the records contained in their personnel file relating to the employee's wages, hours, benefits, discipline, or other terms and conditions of employment at any reasonable non-working time during regular business hours.

Examination Procedures

For the protection of all, and to maintain employee privacy, an employee may examine their records only in accordance with the following safeguards: (a) records may be examined only by the employee, the Director, or District's attorney; (b) records may be examined by appointment and prior arrangement with the Director; and (c) records may be examined only in the presence of the Director. If an employee disagrees with any information contained in their personnel file or records, and District does not agree to remove or correct the item in dispute, the employee may explain their position by submitting a written, signed statement to the Director. The statement will become a permanent part of the employee's personnel file.

Furnishing Information to Third-Parties

District assumes no obligation to furnish information about any employee to any third-party (other than to verify their current employment). An employee who desires that District furnish certain information to a third-party may file a written request to that effect with the Director. The employee may be required to execute a release before District will disclose certain information to third-parties.

c. Personal Conduct

While District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with District's legitimate business interests. For this reason, employees should be aware of the following policies:

Illegal Conduct

Employees are expected to conduct their personal affairs in a manner that does not adversely affect District's integrity, reputation, or credibility. Illegal off-duty conduct on the part of an employee that adversely affects District's legitimate business interests or the employee's ability to perform their job will not be tolerated and may result in disciplinary action up to and including termination of employment. For purposes of this policy, off-duty activities also includes participation in online activities, including, without limitation, forms of online publishing and discussion

such as blogs, wikis, file-sharing, user-generated video and audio, virtual worlds, and social networks.

Outside Employment

While employed by District, employees are expected to devote their energies to their job responsibilities with District. The following types of outside employment are strictly prohibited, unless the employee receives prior approval of the Director: (a) employment that conflicts with an employee's work schedule, duties, and/or responsibilities; (b) employment that creates a conflict of interest or is incompatible with the employee's employment with District; and/or (c) employment that requires the employee to conduct work or related activities on District's property during working hours or using the employee's working hours or District's facilities and/or equipment. Employees who wish to engage in outside employment that may fall within one of the categories listed in the immediately preceding paragraph must submit a written request to the Director explaining the details of the outside employment. If the outside employment is authorized, District assumes no responsibility for the outside employment. District will not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of the outside employment. Authorization to engage in outside employment may be revoked at any time.

d. Meal and Rest Periods

District will provide unpaid meal periods to its employees subject to and in accordance with Oregon law. To this end, each non-exempt employee working at least six hours (but not more than eight hours) in any one work period will receive an unpaid uninterrupted 30 minute meal period during which the employee will be relieved of all duties. When a non-exempt employee's work period is more than eight hours, the non-exempt employee will receive the number of meal periods required under Oregon law.

District will provide paid rest periods to its employees subject to and in accordance with Oregon law. To this end, each non-exempt employee will receive the number of rest periods required under Oregon law.

Meal and rest periods are mandatory and not optional. An employee's meal and rest period(s) may not be taken together as one break. Meal and rest periods may not be "skipped" in lieu of departing early from work. An employee who fails to adhere to the meal and rest period policies and laws may be subject to discipline up to and including termination of employment. If an employee has any questions concerning the meal and/or rest periods available to him or her, the employee must contact the Director.

e. Rest Periods for Expression of Milk

District supports nursing mothers and provides reasonable rest periods to express milk until the employee's child reaches 18 months of age. If an employee needs additional breaks to express milk they are permitted to take as many breaks

as reasonably necessary. Employees are permitted (but not required) to use available paid leave for any work missed related to expressing milk. Any breaks taken by employee in accordance with this policy will be unpaid (unless the applicable break is paid pursuant to a regularly scheduled break). If an employee needs any assistance locating a private location to express milk, please contact a supervisor or the Director.

f. Expense Reimbursement

District understands that at times an employee may incur out-of-pocket expenses related to the performance of the employee's job duties and responsibilities. However, each employee should avoid incurring out-of-pocket expenses, if possible. If the employee should incur expenses, the employee must obtain the prior approval of the supervisor or Director (for any expense, regardless of the amount). Approved out-of-pocket expenses will be reimbursed after the employee submits a reimbursement request form with original receipts to the Director. Requests for reimbursement must be submitted within 30 days after incurring the expense(s).

When an employee is required to travel for District related business meetings, educational workshops, and/or other required travel, the employee's actual mileage will be reimbursed at the then-applicable IRS standard mileage rate. Prior authorization of the Director is required for mileage reimbursements. Mileage reimbursement requests must be submitted within 30 days of incurred travel.

g. Tobacco Use

Use of tobacco and/or smoking (including, without limitation, pipes, cigars, cigarettes, vape pens, e-cigarettes, etc.) is prohibited on or in any part of District's buildings, within 10 feet of any entrance to any District building or air intake, and/or any vehicles owned, leased, or rented by District. No additional meal or rest periods beyond those allowed under District's meal and rest period policies will be provided for the purpose of tobaccos use and/or smoking. An employee that violates this policy may be subject to disciplinary action up to and including termination of employment.

h. General Telephone Use

District's telephones are to be kept free for regular business. Personal telephone calls are to be kept to a minimum and in a manner that is not disruptive to the employee and/or co-workers (and must be conducted at an appropriate location). Incoming personal calls should be kept to a minimum. Personal long distance calls on District's telephones are not permitted.

i. Cell Phone Use

Cell phones are a common method of communication. The use of cell phones while at work, however, can have a disruptive effect on the smooth operation of

District. Accordingly, District has adopted the following rules regarding personal cell phones in the workplace:

Cell Phones - General

Employees are allowed to bring personal cell phones to work with them. During working hours, however, employees must keep personal telephone calls to a minimum and in a manner that is not disruptive to the employee and/or co-workers (and must be conducted at an appropriate location).

Cell Phone Stipend

An eligible full-time, non-exempt employee using their cell phone for work related access may, at the Director's discretion, receive a cell phone stipend rate as approved by the board of directors during the annual budget adoption. For more information regarding the cell phone stipend, contact the Director.

Cell Phones While Driving

The use of any cell phone while driving may present a hazard to the driver, other employees, and the general public. Therefore, except as otherwise permitted by applicable law, employees may not use hand-held cell phones for business purposes while driving. If an employee needs to make a call while driving, the employee should locate a lawfully designated area to park and make the call. Notwithstanding anything contained in this Handbook to the contrary, employees must adhere to all federal, state, and local laws, rules, and regulations regarding the use of cell phones and distracted driving.

j. No Expectation of Privacy

District may need to access or search material in an employee's desk, office computer, or work area. Additionally, District may need to review data stored on the computer system or in other electronic communications systems maintained by District (including cell phones). Working areas are not private and do not guarantee the confidentiality of materials or activities. Similarly, District's communication systems (e.g., electronic mail and telephone system) are not secure. Employees have no expectation of privacy in any message stored, sent, or received on District's communication systems. Employees have no expectation of privacy in District's property which has been provided for their use or personal property which they bring to the workplace.

k. District Credit Card Use

Credit cards issued by District are to be used for District business only. All credit cards must be protected from unauthorized use (e.g., maintained in secure locations) when not in use and must be signed out for use by an authorized user. Any purchases made using District's credit cards must be submitted with the original receipt attached. Any unauthorized use will result in collection of expenses incurred and may result in disciplinary action up to and including termination of employment.

l. Open-Door Policy

District maintains an open-door policy, enabling employees to discuss with their supervisors any issues they may have or suggestions regarding policies or procedures. Because District strives to provide a friendly and cooperative work environment free from the elements that would deter employees from doing their best work, employees are encouraged to discuss work-related matters with their supervisors and to offer suggestions that will help improve the work environment, District's procedures, and/or public service.

m. Employment of Immediate Family Members

Employment of relatives under certain circumstances may produce conflicts of interest and problems concerning disparate treatment which can damage District's integrity. In addition, conferring of benefits or privileges based on relationship rather than merit, and the appearance that benefits or privileges may have been so conferred, can harm District's functioning. Therefore, District has adopted a policy concerning the employment and supervision of a member of the individual's family to, among other things, avoid the possibility of personal bias and to strengthen District's confidence and integrity.

An individual may not be employed by District in a position where the individual will have supervisory, appointment, or grievance adjustment authority over a member of the individual's family or in a position of being subject to such authority which a member of the individual's family exercises. To this end, an individual may not hire or participate in the employment of a member of the individual's family, including, without limitation, participation in the application review and employment decision making process. If two existing employees work together in a supervisory relationship and, subsequently, the relationship becomes the type of familial relationship subject to this anti-nepotism policy, a review of the relationship will be made by the Director to determine whether one of the employees must be transferred or reassigned. Any exception to this anti-nepotism policy must first be approved in writing by the Director; provided, however, if the subject individual is the Director, any exception to this anti-nepotism policy must first be approved by the board of directors.

For purposes of this anti-nepotism policy, a "member of the individual's family" means the wife, husband, son, daughter, mother, father, brother, grandmother, grandfather, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, or grandchild of the subject individual.

n. Ethics

District believes in treating people with respect and adhering to ethical and fair business practices. District expects employees to avoid situations that might cause their personal interests to conflict with the interests of District or situations that may compromise their reputation or integrity. Employees who violate this

ethics policy or who create an equally detrimental impact on District may be subject to disciplinary action up to and including termination of employment.

District employees are public employees. As such, District employees are subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts or strict definitions of conflicts of interest. If an employee is coming to District after working in the private sector, the employee may find that some activities that are common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website, <http://www.oregon.gov/OGEC/>.

Please direct questions about whether an activity meets District's or Oregon's ethical standards to the Director.

o. Political Activity

Oregon law provides that "no public employee may solicit money, influence, or otherwise promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder while on the job during working hours." However, this prohibition does not restrict the right of a public employee to express personal political views.

Employees have the right to form, join, and participate in the activities of labor organizations of their own choosing for the purpose of representation and collective bargaining as provided under applicable federal and Oregon laws.

p. Use of Bulletin Boards

District uses bulletin boards to post up-to-date health information, notices and other District related news. Employees are encouraged to check the bulletin board regularly to obtain important information. Bulletin boards are to be used only for posting notices or announcements of a business nature that are of interest to all employees and/or are directly related to District business. Director reserves the right to monitor such communications and remove items posted to the bulletin boards if inappropriate or not in District's best interests.

q. Public Records and Records Retention

Oregon law provides that "every person has a right to inspect any public record of a public body in this state." "Public body" includes cities and counties and other public entities, including District. Although there are some exceptions (such as personnel files), most records in a public body are available to the public for inspections. It is the intent of District to be responsive to requests for public records. Employees must comply with District's public records request policy.

Employees must follow federal and state law with regards to archiving records, including electronic records. If you are unclear as to what the requirements are, please refer to the State Attorney General's website, www.doj.state.or.us.

r. Standards of Professionalism

All District employees will use their best judgment in communicating with other District employees, patrons, partners, and community members. The manner in which District employees conduct themselves should create a favorable and lasting impression of District. The continued success of District depends on the quality, integrity, expertise, and professionalism of District's employees.

Written communications must meet the highest standards of accuracy and neatness. Individuals who telephone District must receive prompt and courteous attention and a helpful and meaningful response. Individuals who visit District must always be treated with deference, tact, courtesy, and respect. All employees should present themselves in a professional and efficient manner.

s. Oregon Non-mandatory Meeting Law

Except as otherwise provided by applicable law, Oregon law prohibits any employer from taking adverse employment action against an employee who declines to attend meetings or participate in communication concerning the employer's opinion about religious or political matters.

t. Whistleblower Policy

District does not discriminate against employees who report in good faith alleged violations of state or federal laws, rules, and/or regulations.

13. CONFIDENTIALITY, INTERNET, AND ELECTRONIC MAIL

a. Employee Confidentiality

Employees will be provided and exposed to certain Confidential Information (as defined below). Because of the sensitive nature of the Confidential Information, employees must maintain (even after their termination of employment) all Confidential Information in the strictest confidence and may not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person other than to District or its respective employees who have a reasonable need for such information without the express prior written consent of the Director, or upon court order to do so. In addition, employees must store all Confidential Information in a manner and location that will prevent unauthorized or inadvertent disclosure. For purposes of this Handbook, the term "Confidential Information" means, without limitation, any and all confidential documentation and/or information (regardless of form) relating to or concerning District's patrons and patrons, District's business affairs, personnel and employment matters, legal, and/or litigation matters, and certain other documentation and/or information that concern valuable, special, or

unique aspects of District and/or District's employees that need to be protected from improper disclosure, including, without limitation, medical records, I-9 documentation, and domestic violence protection requests; provided, however, the term "Confidential Information" does not include documentation and/or information that is generally available to the public and/or subject to disclosure under the Oregon Public Records Law, ORS 192.410 - 192.505.

b. Removal and Reproductions of Confidential Information

Employees may not remove or make reproductions of any Confidential Information (except in the ordinary course of performing an employee's duties) without the express prior written consent of the Director. Each employee must promptly notify the Director of any unauthorized use, communication, and/or disclosure of any Confidential Information and must assist District in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by the employee without the Director's specific prior written authorization, and must exert the employee's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of the Confidential Information.

c. Return of Confidential Information

Upon the earlier of the request of District or an employee's termination of employment (for any reason whatsoever), the subject employee is required to immediately return to District all documents, instruments, and/or materials containing any Confidential Information accessed or received by the employee, together with all copies and summaries of such Confidential Information. This policy does not operate to transfer any ownership or other rights in or to the Confidential Information to any employee or any other person. Any employee that violates this confidentiality and nondisclosure policy may be subject to disciplinary action up to and including termination of employment and legal action, if warranted.

d. Workplace Privacy and Confidentiality

District recognizes the importance of workplace privacy. In achieving this goal, District adopts the following basic principles: (a) collection of employee information typically is limited to information District needs for business and legal purposes; (b) personal information ordinarily will not be disclosed, except as permitted or required by law, business purposes, and/or as authorized by the employee; (c) access to employee personnel records will be limited to authorized management and other personnel; (d) District's IT department will endeavor to maintain reasonable safeguards to ensure the security, confidentiality, and integrity of personal identifying information stored in District's systems; and (e) employees must follow the foregoing principles. Violations of this policy may result in disciplinary action up to and including termination of employment.

e. Background Screening and Medical Records

District stores background screening information in access-protected files. This file is not considered part of your personnel file, so it is not available to employees for review. District stores any employee medical records in access-protected folders, separate from master personnel files. Generally, employees “own” their medical information, which means that without the employee’s permission, District does not typically inform other employees of an individual’s medical condition(s).

f. Internet – General

This policy concerns employee use of any District-provided internet access resources. District’s internet access resources are, like other District resources, first and foremost made available for District-related business. Internet access resources should be used for work-related matters.

Prohibited Uses

Although the internet offers tremendous opportunity, it also offers individuals with illegal or unethical avenues for reaching others. The following represents an example of internet uses District deems inappropriate: (a) using the internet for commercial advertising; (b) using copyrighted material in reports without permission; (c) using the internet to lobby for votes; (d) using the internet to access pornographic materials; (e) creating a computer virus; (f) using the internet to send or receive messages with someone else’s name on it (except as authorized); (g) using the internet for any purpose inconsistent with any District policy; and (h) using the internet to use or copy software or other intellectual property for which an employee has not paid. An employee that violates this internet use policy may be subject to disciplinary action up to and including termination of employment.

Personal Use

Only minimal non-disruptive internet use is permitted for personal purposes during working hours. Employee internet use is a privilege (not a right) that may be revoked at any time. All employees should be aware that the inappropriate use of the internet may be a violation of local, state, and/or federal laws.

Privacy

District may track internet usage and is aware (or may be aware) of which sites are visited by employees. Accordingly, no employee has (or should expect to have) any expectation of privacy. Whether for the purpose of managing internet access resources and traffic flow, assuring system security, verifying and ensuring compliance with District’s policies or applicable law, or for any other reason, District reserves the right (from time-to-time or at any time), to intercept, divert, discard, access, or review any internet communication, other electronic communications or file, or any contents of such communication, or any other information created on, transmitted over, or stored in District’s or service provider’s facilities, whether incoming or outgoing, and whether at the time of transit or thereafter. Further, District reserves the right to disclose to other persons or otherwise use the contents

of any internet communication or any other electronic communications or file for any of the foregoing purposes, as well as for the purposes of complying with or assisting law enforcement officials or legal authorities who may, by subpoena, search warrant, or otherwise, seek review of such communications, or for the purposes of litigation or other legal proceedings.

g. Email - General

Email is a valuable business tool. However, email misuse may have a negative impact on District and District employees. Email messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Therefore, an employee must write email communications with no less care, judgment, and responsibility than the employee would use for letters or internal memoranda written on District's letterhead. A violation of District's email policy may result in disciplinary action up to and including termination of employment.

Inappropriate Uses of Electronic Mail

The following represents an example of email uses District deems inappropriate: (a) transmission of junk mail; (b) use of email for commercial purposes; (c) transmission of email intending to harass another individual; (d) transmission of email containing any threatening, sexually suggestive, sexist, racist, ethnic, or otherwise demeaning comments to any individual; (e) transmission of email that discriminates against an employee by virtue of any protected classification (e.g., race, gender, sex, nationality, etc.); (f) transmission of email that is inconsistent with any District policy; (g) using District's email system for the purpose of sending or receiving a large number of personal messages that impairs the employee's ability to perform their job duties and responsibilities; and (h) unauthorized transmission of any Confidential Information.

Privacy

District owns any communication sent via email or that is stored on its email system. District reserves the right to access any material in an employee's email or on the employee's computer at any time, with or without prior notice.

h. Social Media

Social Networking and Blogging

District takes no position on any employee's decision to start or maintain a social media blog or participate in other social networking activities. However, it is the right and duty of District to protect itself from unauthorized disclosure of information. This social networking policy covers District-authorized social networking and personal social networking and applies to all employees.

General Provisions

Blogging or other forms of social media or technology include, without limitation, video or wiki postings, sites such as Facebook, Instagram and Twitter, chat rooms, personal blogs, or other similar forms of online journals, diaries, or personal

newsletters not affiliated with District. Unless specifically instructed, employees are not authorized (and therefore restricted) from speaking on behalf of District. Employees are expected to protect the privacy of other employees and patrons and are prohibited from disclosing personal employee and non-employee information and any information to which employees have access through District. This policy does not prohibit employees from exercising their rights under applicable laws, including employment laws.

Authorized Social Networking

Authorized social networking is social networking or blogging on behalf of District which has been authorized by the board of directors. The goal of authorized social networking and blogging is to become a part of the community conversation, to promote web-based sharing of ideas, to promote District activities and events, and to issue or respond to breaking news or negative publicity. When social networking, blogging, or using other forms of web-based forums, District must ensure that use of these communications maintains our integrity and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

Personal Blogs/Social Networking

District respects the right of employees to write blogs and use social networking sites; District does not want to discourage employees from self-publishing and self-expression, and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes. However, if employees choose to identify themselves as a District employee, they must understand that some readers may view them as a spokesperson for District due to the content, including text and images. Because of this possibility, employees must state that their views expressed in their blog or social networking area are their own and not those of District, nor of any person or organization affiliated or doing business with District.

Employer Monitoring

Employees are cautioned that they should have no expectation of privacy while using the internet at work, subject to lawful access to public postings. Postings can be reviewed by anyone, including District officials. District reserves the right to monitor comments or discussions about District, its employees, and clients. Employees are cautioned that they should have no expectation of privacy while using District equipment or facilities for any purpose, including authorized blogging.

14. SUBSTANCE ABUSE POLICY

The future of District is dependent on the physical and psychological health of its employees. Drug and alcohol dependency is an illness and a major health problem. District will utilize every reasonable means to maintain a drug-free work environment for its employees, including supervisor training, employee education, providing employees access to information concerning drug and alcohol abuse programs, and implementing substance abuse testing of employees and job applicants to detect the use of illegal substances.

a. Definitions

As used in this substance abuse policy, the following terms have the following meanings:

“Alcohol” means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

“Drug” means amphetamines, methamphetamines, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualene, opiates, barbiturates, benzodiazepines, propoxyphene, or a metabolite of any such substances.

“Employee” means any person who works for salary, wages, or other remuneration.

“Job applicant” means a person who has applied for a safety sensitive position with District and has been offered employment conditioned upon successfully passing a substance abuse test (which person may have begun work pending the results of the substance abuse test).

“Nonprescription medication” means a drug or medication authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human disease, ailments, or injuries.

“Prescription medication” means a drug or medication lawfully prescribed by a physician for an individual and taken in accordance with such prescription. “Prescription medication” does not include medical marijuana in any form whatsoever.

“Substance” means drugs or alcohol, as defined above.

b. Prohibited Conduct

The primary goal of District is to maintain a safe, productive, and drug-free work environment. For this reason, District has established the following policy: (a) an employee will not use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job and/or possess any marijuana or other illegal drug paraphernalia on or at the job; (b) an employee will not report to work under the influence of illegal drugs or alcohol; and (c) an employee will not use prescription drugs illegally (provided, however, nothing in this policy precludes the appropriate use of prescription or non-prescription medications). Any violation of this policy may result in disciplinary action up to and including termination of employment. Marijuana is considered a “controlled substance” under applicable federal regulations. Therefore, marijuana is an illegal drug for purposes of this substance abuse policy, even if it has been prescribed by a physician and even though Oregon has authorized the use and sale of recreational and/or medical marijuana.

c. Pre-Employment Drug Testing – Safety Sensitive Positions

Prior to an offer of employment being made, a job applicant for a safety sensitive position will be notified that they will be required to submit to a drug test as a condition of employment. Once a conditional offer of employment has been made, the job applicant for the safety sensitive position will be required to undergo testing for the presence of drugs as a condition of employment. The job applicant will be required to submit voluntarily to a drug test at a laboratory chosen by District and, by signing a consent agreement, will release District from liability connected to the pre-employment drug testing. Any job applicant with a confirmed positive test will be denied employment. Refusal to submit to a drug test will be interpreted as a voluntary withdrawal of application for employment.

If the physician, medical official, or lab personnel has reasonable suspicion to believe that the job applicant has tampered with the specimen, the applicant will not be considered for employment. District will not discriminate against applicants for employment because of a past history of drug abuse. It is the current use of drugs that is prohibited. The job applicant with a confirmed positive test result may, at their option and expense, have a second confirmation test made on the same specimen. A job applicant will not be allowed to submit another specimen for testing. Applicants must present themselves drug-free as demonstrated by the drug testing selected by District. A job applicant who has failed a pre-employment drug test may initiate another inquiry with District after a period of not less than six months.

d. General Procedures

An employee reporting to work visibly impaired will be deemed unable to properly perform required duties and will not be allowed to work. If possible, the employee's supervisor will first seek the Director's opinion to confirm the employee's status. Next, the supervisor will consult privately with the employee to determine the cause of the observation, including, without limitation, whether illegal drug use has occurred. If, in the opinion of the supervisor, the employee is considered impaired, a drug test may be required. If a drug test is not immediately possible, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative (depending on the determination of the observed impairment) and accompanied by the supervisor or another employee, if necessary. An impaired employee will not be allowed to drive. To ensure that the decision to test is reasonable, the supervisor will discuss with the Director their reasons for believing that testing is warranted. If the employee is the supervisor, the Director will be consulted.

e. Employee Drug Testing

It will be a condition of employment for all employees to submit to drug testing when there is reasonable suspicion to believe that an employee is using illegal drugs. Reasonable suspicion of illegal drug use may arise under the following circumstances: (a) observation of drug use or of the physical symptoms or

manifestations of being impaired due to drug use; (b) abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; (c) a report of drug use provided by a reliable and credible source; (d) evidence that an individual has tampered with any drug test during their employment; (e) reasonable evidence that the employee has used, possessed, sold, solicited, or transferred drugs while working, on District's premises, or while operating any Equipment (as defined below); and/or (f) when an employee has caused or contributed to an on-the-job injury, loss, and/or accident. An employee who has been asked to undergo reasonable suspicion testing may be required to transfer to another position at District's discretion pending the results of the testing.

f. Consequences of Positive Test Result

An employee with a confirmed positive test result may, at their option and expense, have a second confirmation test made on the same specimen. An employee will not be allowed to submit another specimen for testing. An employee will be suspended without pay pending the results of the second confirmation test. If the physician, medical official, or lab personnel has reasonable suspicion to believe that the employee has tampered with the specimen, the employee may be subject to disciplinary action up to and including termination of employment. District may terminate any employee with a confirmed positive test result. If a decision not to terminate is made, the employee may be suspended without pay pending a confirmed negative test result. The employee must provide a confirmed negative test result, at the employee's own expense, within 30 days from the date of the positive test result.

g. Alcohol Abuse

An employee who is under the influence of alcohol at any time while on District business or at any time during the hours between the beginning and ending of the employee's work day, whether on duty or not and whether on District property or not, will be guilty of misconduct and may be subject to discipline up to and including termination of employment. An employee will be determined to be under the influence of alcohol if (a) the employee's normal faculties are impaired due to the consumption of alcohol, or (b) the employee has a blood alcohol level of .04 or higher. To the extent District determines applicable, testing to determine whether an employee is under the influence of alcohol will occur in accordance with the procedures described in Sections 14d – 14h.

h. Compliance and Confidentiality

Testing of applicants and employees will be completed in a fair, consistent, and non-discriminatory manner and in accordance with all applicable federal, state, and local laws, rules, and regulations. An employee or applicant who has a disability which affects the employee's or applicant's ability to be tested in accordance with this substance abuse policy must notify the Director so that the Director may determine whether a reasonable accommodation to District's testing procedures is possible.

District will treat as confidential all information received by District through its drug and alcohol testing program consistent with the provisions of applicable federal, state, and local laws, rules, and regulations. Except as provided therein, release of such information will be solely pursuant to a written consent form signed by the person tested.

15. COMPENSATION AND PERFORMANCE EVALUATIONS

a. Compensation

District strives to hire and retain the highest quality employees to successfully achieve its vision and mission. District works to maintain competitive wages within the community, commensurate with experience and education. District will review salaries annually and, based on the budget and financial health of District, will strive to maintain market standards. Salary adjustments may or may not be granted at the time performance evaluations or promotions are given; there are no automatic pay raises. Pay raises are made at the discretion of the Director.

b. Performance Evaluations

Performance evaluations are a two-way communication process designed to accomplish the following objectives: (a) maintain and improve job satisfaction by letting employees know District is interested in their job progress and personal development; (b) serve as a systematic guide to recognize needs for further training and progress planning; (c) ensure a factual, objective analysis of an employee's performance vs. job requirements; (d) help place employees in positions within District that best utilize their talents and capabilities; (e) provide an opportunity to discuss job problems or other job-related interests; (f) serve as an aid in salary administration; (g) provide a basis for coordinating the goals and objectives of the employee and District; and (h) give recognition for superior performance. Wage adjustments are not necessarily made at the time a performance evaluation is completed.

During an employee's performance evaluation, the employee is encouraged to discuss their interests and future goals. Performance evaluations provide the Director an opportunity to suggest ways for the employee to advance and make their job more fulfilling. If an employee has any questions or concerns regarding performance evaluations, the employee is encouraged to contact the Director.

Employee performance evaluations may be completed (a) in the event of promotion or change in the employee's duties and responsibilities, (b) annually, and (c) any other time selected by the Director. Performance evaluations will be completed by the employee's direct supervisor.

16. Employee Benefits

a. Employee Benefits - General

District strives to provide the best, most equitable, and most cost-effective benefits for its employees in recognition of the influence employment benefits have on employee economic and personal welfare. Paid in various benefit forms on an employee's behalf, the total cost of providing the benefit program described in this Handbook and other documents represents a significant supplement to employee pay. The benefits described in this Handbook are provided at District's sole discretion. This Handbook is not and should not be interpreted to be an insurance, promise, or guaranty of an obligation to provide such benefits.

Except as otherwise provided in this Handbook (e.g., the sick leave policy), benefits provided under this Handbook are provided only to regular full-time and eligible part-time employees that meet the requirements imposed by applicable standards, policies, and regulations (including, without limitation, the work hour requirements and those other conditions specified in this Handbook and/or contained in the applicable benefit policy/plan booklets). The benefit policies contained herein are intended to consist of a general description of the applicable benefits. Details of each specific benefit may be outlined in the documentation for such benefit.

b. Paid Holidays

Subject to the terms and conditions contained in this Handbook, District observes the following holidays each calendar year:

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day
Floating Holidays*

*As identified above, each eligible regular full-time employee may select five paid floating holidays each fiscal year. Floating holidays must be used in full-day increments; partial days are not permitted. Each floating holiday selected by an employee must receive the Director's prior written consent. Any unused floating holiday(s), as of June 30th of each year, will not carry over into the next fiscal year and will not be paid to employee upon termination or separation of employment.

District will strive to provide each employee a day off from work on holidays. If the holiday falls on a Sunday, it will be observed on the Saturday immediately preceding the holiday; if the holiday falls on a Monday, the holiday will be observed on the Tuesday immediately following the holiday. On each observed holiday, each regular full-time employee will be paid an amount equivalent to their regular rate of pay for eight hours of work. On each observed holiday, each regular part-time employee that is scheduled and regularly works not less than 30 hours per week will be paid an amount equivalent to their straight time rate of pay for such employee's

regularly scheduled daily work hours. Holiday pay will not be paid to any other employees.

To qualify for holiday pay, the regular full-time or part-time employee must be on paid status the day before and the day after a holiday. A regular full-time or part-time employee is not eligible to receive holiday pay if the employee is on an unpaid leave of absence. If a holiday falls on an eligible regular full-time or part-time employee's vacation or sick leave day, the day will be treated as a holiday rather than a vacation or sick leave day. Holiday pay is not considered as time worked for overtime purposes.

An eligible regular full-time or part-time employee who is required to work on a holiday will earn holiday pay equal to one and one-half (1.5) times the employee's then applicable regular rate of pay for hours actually worked on the holiday.

District honors veterans and complies with applicable veterans' leave laws. Eligible veterans who would otherwise be scheduled to work on the day on which Veterans Day is observed (November 11th) and who provides proper notification will be granted that day off, in recognition of the holiday and in gratitude for their service. Eligible veterans include those employees who provide military service in a reserve or National Guard unit, have been deployed for at least one day or served on active duty for at least six months, and/or received honorable discharge if no longer a member of the military. Time taken off in observance of Veterans Day will be paid. Employees desiring to take Veterans Day Leave must notify their supervisor no less than 21 days prior to the holiday.

c. Vacation

Accrual

Subject to the terms and conditions contained in this Handbook, each eligible regular full-time employee will receive paid vacation leave based on the length of the employee's "continuous service" with District in accordance with the following schedule:

Years of Service per fiscal year	Monthly accrual rate	Maximum accrual
0-2 years	6.67	80 hours/year
3-5 years	8.0	96 hours/year
6-10 years	10.0	120 hours/year
10+ years	13.33	160 hours/year

The term "continuous service" means the employee's uninterrupted employment with District, absent of any interruption, separation, termination, and/or unpaid administrative leave. Continuous service will not be considered interrupted due to an employee's military leave, sick leave, family leave, and/or other approved paid leave.

Vacation pay is computed at the employee's regular rate of pay and does not include overtime or other forms of compensation. Vacation leave must be taken in no less than eight-hour increments. If a holiday falls on an employee's scheduled vacation day, the day will be charged to holiday pay rather than vacation leave.

Vacation Scheduling

Employees must make a reasonable attempt to schedule the use of vacation leave in a manner that will not unduly disrupt District's operations. All vacation requests must be made in writing to the employee's supervisor and will be subject to the Director's prior review and approval. Although an employee's vacation preferences will be given deference, District does not guaranty that an employee will be permitted to use vacation leave during the period(s) preferred by the employee. In general, conflicting requests for the same vacation time will be resolved based on seniority; provided, however, an employee may receive a seniority preference only once each calendar year (and for only one block of time). Failure to return from vacation on the scheduled time/date may be considered job abandonment and treated as a voluntary termination.

Limitations on Vacation Accrual

Vacation benefits may be used only after the employee has been continuously employed by District for no less than 30 days. Vacation leave is not earned until the final day of the applicable month. Vacation leave may not be taken until the month after which the vacation benefits are earned.

Employees are encouraged to take accrued and available vacation leave. For this reason, vacation accrual is limited as follows: (a) earned but unused vacation hours exceeding 150% of the employee's annual maximum accrual will not be carried over from one calendar year to the next; and (b) any earned but unused vacation hours exceeding 150% of the employee's annual maximum accrual will be forfeited without compensation to the employee. The date for forfeiture is June 30th each calendar year.

Vacation Cash Out

An employee that has accrued but unused vacation hours may request to "cash-out" the employee's accrued vacation hours (i.e., receive payment for accrued vacation in lieu of vacation leave). Any request to cash-out accrued vacation hours is subject to the Director's prior review and approval. An employee may not cash-out more than 160 vacation hours and a minimum of 80 accrued vacation hours must remain after the requested cash-out. If approved, vacation hours will be cashed out at the employee's then regular rate of pay. The Director's decision concerning the approval or disapproval of any requested cash-out will not set any precedent nor bind future decisions of the director.

Payment on Termination

An employee that has accrued but unused vacation hours will be paid for all accrued but unused vacation hours upon termination (subject to the accrual limitations provided above) at the employee's then applicable regular rate of pay.

d. Sick Leave

District provides each eligible employee paid sick leave ("sick time") in accordance with ORS 653.601 et seq. Sick leave pay is computed at the employee's regular rate of pay and does not include overtime or other forms of compensation.

Sick Leave – Permitted Purposes

In accordance with ORS 653.601 et seq., an eligible employee may use their sick leave for any of the following purposes: (a) the employee's own illness, injury, or health condition, including time off for medical diagnosis, care, treatment, and preventative care; (b) to care for a family member with an illness, injury, or health condition, including medical diagnosis, care, treatment, and preventative care; (c) for any purpose designated under the Oregon Family Leave Act ("OFLA") as further discussed in Section 17 of this Handbook; (d) for any purpose allowed under Oregon's domestic violence, harassment, sexual assault, and/or stalking law; (e) to donate accrued sick time to another employee, who may use it for any qualified purpose, if the donation is permitted under District's employee leave bank policy; and/or (f) public health emergency as defined under ORS 653.601 et seq.

Sick Leave Accrual

Each eligible regular full-time employee will receive eight hours of paid sick leave per month of service, for a total not to exceed 96 hours per year. Sick leave benefits are not earned until the final day of the month, and may not be taken until the month after which the sick leave benefits are earned (except as provided below). All other eligible employees will receive one hour of paid sick leave for every 30 hours worked or one and one-third hours for every 40 hours worked. Sick leave benefits are not earned until the final day of the month, and may not be taken until the month after which the sick leave benefits are earned (except as provided below).

An eligible employee will not receive any sick leave benefits during the employee's first 90 days of employment. However, if the eligible employee successfully completes their first 90 days of employment, the employee will receive sick leave benefits retroactive to the employee's date of employment. An employee that begins employment with District after July 1st of any calendar year will receive prorated sick leave benefits for such calendar year.

Accrued but unused sick leave may be carried over from one year to the next; provided, however, in no event will (a) a regular full-time employee's total sick leave accumulation exceed 1,400 hours, and/or (b) any other employee's total sick leave accumulation exceed 700. Any earned but unused sick leave benefits exceeding 1,400 hours, in the case of regular full-time employees, or 700 in the case of any other employees, will be immediately forfeited. Notwithstanding anything contained in this Handbook to the contrary, accrued but unused sick leave will not be paid out to any employee upon termination of employment (whether the termination was voluntary or involuntary).

Scheduling of Sick Leave

If the need for sick leave is foreseeable, (a) an employee desiring to take paid sick leave must provide the employee's supervisor reasonable advance notice of their intention or need to take sick leave (e.g., seven days' prior to the date the sick leave will commence or as soon as practicable), and (b) the employee will make a reasonable attempt to schedule the use of sick leave in manner that does not unduly disrupt District's operations. If the need for sick leave is unforeseeable, the employee will provide notice to the employee's supervisor as soon as practicable.

Requests for sick leave will be permitted provided the employee has accrued sick leave available. However, failure to return from sick leave on the scheduled time/date may be considered job abandonment and treated as a voluntary termination.

Medical Verification

If an employee takes more than three consecutive scheduled workdays of sick leave for a purpose described in subparagraphs (a) – (d) under the paragraph titled "Sick Leave – Permitted Purposes" above, District may require the employee to provide verification from a health care provider of the need for the sick leave or certification of the need for leave for purposes of ORS 659A.272 as provided under ORS 659A.280.

If the need for sick leave is foreseeable and is projected to last more than three scheduled workdays, the employee must provide verification or certification before the employee's sick leave commences or as soon as otherwise practicable. If the employee commences sick leave without providing prior notice, (a) medical verification will be provided to District within 15 days after District requests verification, or (b) certification provided as specified in ORS 659A.280 will be provided to District within a reasonable time after the employee receives the request for certification.

In accordance with ORS 653.601 et seq., if District suspects that an employee is abusing sick leave, including engaging in a pattern of abuse, District may require verification from a health care provider of the employee's need for sick leave regardless of whether the employee has used sick leave for more than three consecutive days. As used in this paragraph, the term "pattern of abuse" includes, without limitation, repeated use of unscheduled sick leave on or adjacent to weekends, holidays, vacation days, and/or paydays.

District will pay any reasonable costs for providing medical verification or certification required under this policy, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled.

e. Medical, Dental, and Vision Insurance

A group medical, dental, and vision insurance plan is provided to each (a) regular full-time employee that has successfully completed the employee's first 30 days of employment, and (b) each regular part-time employee that has successfully completed the employee's first 30 days of employment and is scheduled and

regularly works no less than 30 hours per week. Each qualifying regular full-time and part-time employee is eligible for these benefits on the first day of the month immediately following the successful completion of the employee's first 30 days of employment. Spouses and dependents of the eligible employee may be added to the group plan. District may pay a percentage of the eligible employee's spouse and/or dependents medical, dental, and/or vision insurance premiums; any unpaid balance will be paid by the eligible employee. The scope of District's contributions are at the sole discretion of the Director and/or the board of directors and is subject to District budgetary and policy considerations. Any questions on coverage or claims (including the then-applicable percentage of insurance premiums District will pay, if applicable) should be directed to the Director.

Health Insurance Opt-Out Stipend

An employee eligible to receive medical, dental, and vision insurance under the terms of this Handbook, may choose to opt-out of District's group medical, dental, and vision insurance plan provided the employee demonstrates that the employee has coverage under an existing insurance plan(s). Employees who choose to opt-out will be eligible to receive a stipend approved by the board of directors. An employee desiring to receive the opt-out stipend must demonstrate, to the board's reasonable satisfaction, proof of alternative insurance coverage(s).

f. Long-Term Disability and Life Insurance

District provides long-term disability and life insurance for eligible full-time employees. Coverage for eligible employees begins the first day of the next month following the employment date. Information regarding eligibility and specific benefits is available from the Director.

g. Wellness Incentive Program

District is committed to advocating for the health and wellness of all District employees. As such, District will provide each regular full-time and part-time employee an individual membership for use of District facilities at no cost to the employee. Notwithstanding anything contained in this Handbook to the contrary, District membership benefits will be forfeited upon termination and/or separation of employment.

h. Retirement Plan

District provides eligible employees with enrollment in a retirement plan. Details pertaining to the retirement plan may be obtained from the Director.

17. LEAVES OF ABSENCE

a. General - Unpaid Personal Leave of Absence

District may grant, in its sole discretion, an employee an unpaid personal leave of absence. To be qualified for an unpaid personal leave of absence, the employee

must have completed one full year of employment with District at the time of their leave request. Except in the case of an emergency, an employee desiring to take an unpaid personal leave of absence must obtain the Director's prior approval no less than five days prior to the date the leave is to commence. If circumstances prohibit advance notice, an employee must obtain permission from the Director as soon as practical.

If a leave of absence is granted, the employee's name remains on the payroll, the records remain intact, but no compensation or benefits are received or accrued, including, without limitation, the employee's wages, vacation, and District's payment of the employee's insurance premiums (subject to applicable law, policy, and regulations). Failure to return to work as scheduled from an approved unpaid leave of absence or to inform the Director of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment. An employee requesting an unpaid leave of absence must exhaust all the employee's accrued but unused sick leave prior to being granted an unpaid leave of absence.

b. Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify the Director immediately. For purposes of this bereavement leave policy, an "immediate family member" is defined as the employee's spouse, domestic partner, child, parent, spouse's or domestic partner's parent, sister, brother, child, grandchild, or grandparent. Up to three days of paid bereavement leave will be provided to a regular full-time employee after the employee successfully completes the employee's first 90 days of employment. Bereavement leave is paid at the employee's regular rate of pay. Employees may use any available vacation time or sick leave for additional time off as necessary or for attendance at funerals of individuals who do not meet the criteria of "immediate family member."

c. Jury Duty

If an employee is called for jury duty, District encourages the employee to fulfill the employee's right and duty as a citizen. Except as otherwise provided below, time off will be granted for the duration of the employee's jury duty. The employee must provide the jury duty summons to their supervisor as soon as possible so that proper arrangements can be made to cover in the employee's absence. The employee will receive full wages (at their regular rate of pay) for up to two weeks of time spent on jury duty. Any days for time spent on jury duty exceeding two weeks will be unpaid. The employee will also be eligible for employee benefits as if the employee was actively employed during an approved jury duty. If the employee is dismissed from jury duty early on any day, the employee must report to work for the remainder of the day. If the employee is summoned to appear in court as a witness, the employee is allowed unpaid time off. Any compensation paid to an employee by the court for jury duty will be turned over to District, excluding mileage reimbursement.

District requires that employees inform the Director as soon as possible if they are called to serve on a jury, so that District may submit a hardship deferral if needed to fulfill District mission-essential work.

d. Military Leave - Reserve Duty

District supports leaves of absence for military training in accordance with applicable state and federal law. An employee who is an active reservist in the armed forces will be granted military leave for the annual two-week training period. Written requests are to be accompanied by a copy of the military orders. Military leave for training will be granted without pay; provided, however, an eligible employee may use any earned but unused vacation during any military leave taken under this policy.

e. Military Leave - Active Duty

District supports leaves of absence for military service in accordance with applicable state and federal law. An employee must immediately inform the Director when they are aware of the need to be absent for military service so that appropriate leave may be arranged. An employee must present the Director with a copy of the employee's service papers when received. Upon returning to District after the employee's completion of the military leave, the employee will be reinstated, if eligible, with full privileges as determined by the Uniformed Service Employment and Re-employment Rights Act. Military leave will be granted without pay; provided, however, an eligible employee may use any earned but unused vacation during any military leave taken under this policy.

f. Crime Victim Leave

An eligible employees may take an unpaid leave of absence to attend criminal proceedings involving crimes in which the employee or the employee's immediate family members were victims. An employee may be eligible for this type of leave if (a) the employee worked an average of 25 hours or more per week in the 180 days immediately prior to the leave being taken, and (b) the employee is a "crime victim" (i.e., someone who has suffered financial, social, psychological, or physical harm due to a felony, or who is an immediate family member of the crime victim). "Immediate family member" for purposes of this policy includes the spouse, domestic partner, parent, grandparent, sibling, child, or stepchild of a crime victim. An eligible employee must provide reasonable notice of the employee's intention to take crime victim leave and must provide District copies of any criminal proceeding scheduling notices. Crime victim leave is generally unpaid, but an employee may use any accrued paid leave during the crime victim leave.

g. Domestic Violence Leave and Accommodation

An employee may be eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or the employee's minor dependents in accordance with applicable law. Reasons for taking domestic

violence leave include situations where the employee (or the employee's dependents) need to (a) seek legal or law enforcement assistance, (b) secure medical treatment or recover from injuries, (c) seek counseling from a licensed mental health professional, (d) obtain services from a victim services provider, and/or (e) relocate or secure an existing home. When seeking domestic violence leave, the employee must provide as much advance notice as practicable of the employee's intention to take leave, unless giving advance notice is not feasible. Notice of the need to take leave must be provided by submitting a request for leave form to the Director indicating the time needed, when the time will be needed, and the reason for the leave. Domestic violence leave is generally unpaid, but an employee may use any accrued paid leave (i.e., vacation) during the domestic violence leave. Employees who are victims of domestic violence, harassment, sexual assault, or stalking may additionally request a reasonable safety accommodation that will allow the employee to more safely continue to work.

h. Accepting Other Employment While on Leave

Subject to applicable law, if an employee accepts employment with another or goes into business while on a leave of absence, the employee will be considered to have voluntarily resigned from employment with District.

i. Oregon Family Leave Act (OFLA) and Family and Medical Leave Act (FMLA) Policy

a. General

Notwithstanding anything contained in this Handbook to the contrary, District will adhere to the following OFLA/FMLA policy if and to the extent required under applicable Oregon and federal laws. If any part of this policy is in conflict with current state or federal law, then the state or federal law takes precedence over the conflicting provision of this policy. All other non-conflicting provisions of this policy will remain in full force and effect. Generally, to be qualified for leave under this policy, the employee must have completed one full year of employment with District at the time of the employee's leave request.

An employee may use any available paid vacation while on approved OFLA/FMLA leave. If the employee's accrued vacation is exhausted, the leave will be unpaid. An employee must inform the Director if the employee desires to use vacation or other paid leave (if available) during a qualifying leave of absence. If an employee is on approved Family Medical Leave under FMLA and/or OFLA, District will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work.

b. Definitions

As used in this OFLA/FMLA policy, the following terms have the following meanings:

“Child” includes a biological, adopted, foster or stepchild, the child of a same-gender domestic partner or a child with whom the employee is in a relationship of in loco parentis.

“Family member” is defined as a spouse, parent (biological, adoptive, step, foster, or in loco parentis), or child (biological, adopted, step, foster, or in loco parentis). “Family member” also includes a parent-in-law, grandparent, grandchild, same-gender domestic partner, and parent or child of same-gender domestic partner.

“Serious health condition” is defined under FMLA as an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care, including any period of incapacity connected with inpatient care or any subsequent treatment connected with such inpatient care, or (b) continuing treatment for (i) an incapacity of more than three consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves, (ii) in-person treatment by a health care provider two or more times within 30 days of the first day of incapacity, with the first treatment occurring within seven days of the first day of incapacity, or (iii) in-person treatment by a health care provider on at least one occasion occurring within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of a health care provider; (c) any period of incapacity due to pregnancy or prenatal care; (d) any period of incapacity or treatment for a chronic serious health condition (i.e., asthma, diabetes, epilepsy, etc.); (e) permanent or long-term incapacity for which treatment may not be effective but is under the continuing supervision of a health care provider (i.e., Alzheimer’s, severe stroke, terminal stages of a disease, etc.); or (f) multiple treatments by a health care provider for and recovery from restorative surgery after an accident or other injury or a condition that if not treated would result in incapacitation of more than three calendar days (i.e., chemotherapy or radiation for cancer, physical therapy for severe arthritis, dialysis for kidney disease, etc.). The common cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraine), routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications) are examples of conditions that are not generally defined as serious health conditions.

“Public Health Emergency” refers to a public health emergency as defined in ORS 433.442 and declared under ORS 433.441 or ORS 401.165.

c. Reasons for Taking Leave

Family Medical Leave under this OFML/FMLA policy may be taken under any of the following circumstances: (a) for the birth of a child or for the placement of a child under 18 years of age for adoption or foster care; (b) to care for a family member with a serious health condition; (c) to recover from or seek treatment for an employee’s serious health condition, including pregnancy-related conditions and prenatal care; (d) to care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care, if another family member is unable and unwilling to care for the child; (e) in support of a contingency

operation if the employee's Family Member is on active duty or called to active duty status, or to care for a "covered servicemember; or (f) to care for the employee's dependent child as a result of the closure of the dependent child's school or childcare provider as a result of a public health emergency.

Public Health Emergency Leave

An employee will be eligible to take leave during a public health emergency if the employee has worked for District for no less than 30 days immediately before the leave begins, and the employee has worked an average of 25 hours per week during the 30 days immediately preceding the leave. In addition, an employee may take leave to care for the employee's dependent child due to closure of the dependent child's school or childcare provider as a result of a public health emergency. To request public health emergency leave to care for a dependent child, the employee may be required to show verification to District, including the following: (a) the dependent child's name requiring home care; (b) the name of the school or child care provider that is subject to closure; (c) a statement from the employee that no other family member is willing or able to care for the child; and (d) a statement that special circumstances exist that require the employee to provide home care for the child during the day, if the child is older than 14 years of age.

d. Eligible Employees

Employees are eligible for federal Family Leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment) for 1,250 hours during the 12 months immediately preceding the date leave is to begin.

Part-time employees who meet the hourly eligibility requirements for family leave are entitled to a pro-rated equivalent of 12 workweeks of leave during the year. If a part-time employee works a varying schedule, the leave entitlement is based on the average weekly hours over the twelve weeks worked prior to the beginning of the leave period. Leave under state and federal law will run concurrently when permitted. Please contact the Director for more information on eligibility.

e. Length of Leave

In any one-year period, eligible employees are entitled to take leave under this policy within the following limits: (a) 12 weeks of Family Medical Leave (parental leave, serious health condition leave, sick child leave, or call to active duty leave); (b) 12 weeks of leave for an illness, injury or condition related to pregnancy or childbirth that disables the employee; and (c) employees who take the entire 12 weeks of parental leave are entitled to an additional 12 weeks of leave to care for a sick child.

When leave is taken for servicemember family leave, an eligible employee may take up to 26 weeks of leave during a single twelve-month period to care for the servicemember. During the single 12-month period in which servicemember family leave is taken, an eligible employee is entitled to a combined total of 26 workweeks

of leave for purposes of parental leave, serious health condition leave, or call to active-duty leave.

The one-year period during which leave under this policy is available will be determined by a rolling twelve-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave under this policy, the remaining leave entitlement would be any balance of the twelve weeks which has not been used during the immediately preceding twelve months.

Intermittent Leave

Intermittent or reduced schedule leave may be taken when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember. Additionally, leave due to a qualifying exigency may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without their express consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments so as to minimize disruption of operations, including consulting the Director prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both District and the employee. Intermittent leave for parental leave is not available.

f. Employee Responsibilities

Notice Requirements

Employees must provide at least 30 days' advance notice before leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or if for the planned treatment for a serious injury or illness of a covered servicemember. If 30 days' notice is not practicable, notice must be given as soon as practicable. Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee will advise the Director as soon as practicable if dates of scheduled leave change or are extended or were initially unknown. If circumstances change during the leave and the leave period differs from the original request, the employee must notify the employee's immediate supervisor within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work. Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with District's normal leave procedures. Employees who fail to comply with District's leave procedures may be denied leave, or the start date of the employee's leave may be delayed.

g. Job Reinstatement

Employees returning to work after a leave of absence under this policy will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement. Employees are expected to promptly return to work when the circumstances requiring OFLA and/or FMLA leave have been resolved, even if leave was originally approved for a longer period. With the exception of employees on leave as the result of an on-the-job injury or illness or otherwise required by law, reinstatement will not be considered if the leave period exceeds the maximum allowed. Employees who work for other employers during their leave, or who use OFLA/FMLA for reasons other than the reason for which leave had been granted, may be subject to disciplinary action up to and including termination of employment.

18. EMPLOYEE SAFETY AND EQUIPMENT USE

a. General Employee Safety

District is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the cooperation of all employees. District strongly encourages each employee to communicate with the Director regarding safety issues.

b. Reporting Injuries

All accidents, injuries, potential safety hazards, and health and safety related issues must be reported immediately to the Director. If an employee is injured, the employee should contact outside emergency response agencies, if needed. If an injury does not require medical attention, an employee must still report the injury to the Director in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The employee's Claim for Workers' Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. An employee returning to work after being absent due to a work-related injury must (a) report to the Director prior to beginning work, and (b) bring a doctor's clearance for returning to work.

c. Equipment Use and Care

Employees are responsible for operating District's tools, computers, software, and equipment (collectively, "Equipment") with due care and in a manner that will not cause unnecessary fatigue or abuse. If any Equipment (or part thereof) breaks while an employee is using such Equipment, the same must be reported and not left in poor condition for the next user. Equipment is to be used for District business only and not for personal use. District expects each employee to exercise care and follow all operating instructions, safety standards, and guidelines when using Equipment. Each employee is responsible for the Equipment entrusted to him or her and is expected to return such Equipment promptly upon the earlier of when

requested or when the employee's employment relationship with District is terminated.

19. DISCIPLINARY ACTION AND SEPARATION OF EMPLOYMENT

a. Discipline and Termination

District may issue oral or written reprimands, suspensions, demotions, pay reductions, and/or take any other appropriate disciplinary actions against employees for misconduct and/or violation of any District policies and/or procedures. The appropriate disciplinary action will be determined by District and will be based upon a careful review and evaluation of the particular facts and circumstances. Notwithstanding anything contained in this Handbook to the contrary, because an employee's employment with District is at-will, an employee may be terminated at any time, for any reason or no reason, with or without cause or prior notice, and regardless of whether or not District undertook any prior corrective action (subject to applicable federal, state, and local laws, regulations, and ordinances).

b. Disciplinary Appeals

A disciplinary appeal is a statement in writing from the employee explaining the employee's objection to the disciplinary action. If an employee desires to appeal a disciplinary action, the employee must appeal the disciplinary action in accordance with the grievance/complaint resolution process provided under Section 8 of this Handbook. Any disciplinary grievance not initiated and carried forward by the employee within the time limits and in accordance with the grievance process provided under Section 8 will render the grievance null and void; that is the grievance will be considered to not exist. Any grievance not taken to the next step of the grievance process will be considered settled on the basis of the last reply made and received.

c. Return of District Property

Upon separation of employment (whether voluntarily or otherwise), the separated-employee must return all District property provided to the employee or otherwise in their possession by the employee's last day of employment. District property includes, without limitation, credit cards, keys, identification cards, tools, software, computer disks, this Handbook, Confidential Information, and any other items provided to the employee or otherwise in the employee's possession that belong to District. If requested by District, the separated-employee will execute a written certification satisfactory to District that they have returned all of District's property, documents, and materials, including, without limitation, all Confidential Information.

d. Post-Employment Inquiries

Upon an employee's separation of employment with District, District will provide only the dates of the former employee's employment and position held as

verbal employment verification. District will not verify the salary of a former employee or provide any other information concerning the employee unless the departing employee has completed and signed an appropriate release form. Employees may not, under any circumstances, respond to any requests for information regarding a departed District employee unless approved by the Director. All employee inquiries should be immediately referred to the Director.

e. Exit Interview

An exit interview will be scheduled with the Director when an employee leaves District. This gives the departing employee an opportunity to offer constructive feedback, positive comments, or address any unresolved issues prior to leaving. This also allows District to solicit the employee's honest opinions, as well as suggestions for improvement at District.

**MADRAS AQUATIC CENTER RECREATION DISTRICT
EMPLOYEE COMPLAINT FORM**

I. COMPLAINT

Employee's Full Name:		Job Title:	
Home Address:		Work Telephone No.:	Home Telephone No.:
		Work E-mail Address:	Home E-mail Address:
Date Event Prompting Complaint Occurred:			
Reason for Complaint (use attachments if necessary):			
The following are facts supporting the filing of this complaint (use attachments if necessary):			
I am requesting the following relief (use attachments if necessary):			
Date:	Employee's Signature:		

II. FIRST RESOLUTION STEP – EXECUTIVE DIRECTOR

Date Received:		Date of Meeting:	
Response (use attachments if necessary):			
Date:	First Step Respondent's Signature:		Telephone No.:
Date Received: _____ Employee's Response (check one): <input type="checkbox"/> My complaint has been satisfactorily resolved. <input type="checkbox"/> My complaint has not been satisfactorily resolved. I request further consideration of my complaint under the second resolution step, if applicable.			
Employee's Comments (optional - [use attachments if necessary]):			
Date:	Employee's Signature:		

III. SECOND RESOLUTION STEP (IF APPLICABLE) – BOARD CHAIR

Date Received:		Date of Meeting:
Response (use attachments if necessary):		
Date:	Second Step Respondent's Signature:	Telephone No.:
Date Received: _____		
Employee's Response (check one):		
<input type="checkbox"/> My complaint has been satisfactorily resolved.		
<input type="checkbox"/> My complaint has not been satisfactorily resolved. I request further consideration of my complaint under the third resolution step, if applicable.		
Employee's Comments (optional - [use attachments if necessary]):		
Date:	Employee's Signature:	

EXHIBIT A
MADRAS AQUATIC CENTER RECREATION DISTRICT
EMPLOYEE HANDBOOK RECEIPT ACKNOWLEDGMENT FORM

I, _____, have received a copy of the Madras Aquatic Center Recreation District ("District") First Amended and Restated Employee Handbook (the "Handbook") dated effective July 1, 2022. I have read the Handbook in its entirety and understand and agree that I must abide by the policies set forth therein.

I understand that the Handbook is presented as a guide for District employees and contains descriptions and explanations of District's rules, policies, procedures, and benefits. I understand the rules, policies, procedures, and benefits contained in the Handbook may be changed, amended, and/or modified by District for any reason, at any time, with or without prior notice. I acknowledge and agree that my failure to comply with any District policy may result in disciplinary action up to and including termination of employment.

I understand that my employment with District is at-will. Therefore, my employment relationship may be terminated at the option of either District or me at any time, for any reason or no reason, with or without cause or prior notice. I understand that nothing contained in the Handbook or this acknowledgement will be construed to modify, change, and/or vary the at-will nature of my employment relationship with District or to create a contract of employment for a specific period of time.

EMPLOYEE:

MADRAS AQUATIC CENTER RECREATION
DISTRICT:

Print: _____

By: Courtney Snead, Executive Director

Dated: _____

Dated: _____

MADRAS AQUATIC CENTER RECREATION DISTRICT
Bloodborne Pathogen Refresher Training ACKNOWLEDGMENT FORM

I, _____, acknowledge that I have participated in an annual refresher training on bloodborne pathogens. I have read the Bloodborne Pathogen Exposure Control Plan in its entirety and understand and agree that I must abide by the policies and processes set forth therein.

I acknowledge and agree that my failure to comply with this plan may result in disciplinary action up to and including termination of employment.

EMPLOYEE:

MADRAS AQUATIC CENTER RECREATION
DISTRICT:

Print: _____

By: Courtney Snead, Executive Director

Dated: _____

Dated: _____