



**Hood River County  
Transportation District  
Employee Handbook**

July 2022

# Table of Contents

## Sample Employee Handbook

---

<b>INTRODUCTION .....</b>	<b>1</b>
WELCOME TO HOOD RIVER COUNTY TRANSPORTATION DISTRICT! .....	2
HISTORY OF HOOD RIVER COUNTY TRANSPORTATION DISTRICT .....	3
ABOUT THIS HANDBOOK .....	4
<b>EMPLOYMENT POLICIES .....</b>	<b>5</b>
EMPLOYMENT RELATIONSHIP .....	6
AMERICANS WITH DISABILITIES ACT .....	8
HARASSMENT .....	9
<i>Reporting Incidents of Harassment</i> .....	10
<i>External Complaint Procedure</i> .....	10
<i>Employment Agreements</i> .....	11
<i>Additional Employee Support Services</i> .....	11
WORKPLACE PROFESSIONALISM .....	12
DISPUTE RESOLUTION .....	13
<i>Reporting Issues Other than Harassment/Discrimination</i> .....	13
EMPLOYMENT .....	14
<i>New Employee Orientation</i> .....	15
<i>Probationary Period</i> .....	15
<i>Promotions and Transfer Training Period</i> .....	15
<i>Re-employment</i> .....	15
<i>Anniversary and Seniority Dates</i> .....	16
<i>Employment Classifications</i> .....	16
EMPLOYMENT RECORD KEEPING .....	18
<i>Access to Personnel Files</i> .....	18
<i>Change in Personal Data</i> .....	18
<b>EMPLOYMENT RELATIONS AND CONDUCT .....</b>	<b>19</b>
ETHICS .....	20
<i>Public Officials</i> .....	20
<i>Gifts</i> .....	20
<i>Use of Official Position or Office</i> .....	20
<i>Honoraria</i> .....	21
<i>Financial Interest in Public Contracts</i> .....	21
CONFIDENTIALITY .....	23
<i>Organization and Customers</i> .....	23
<i>Employee Records</i> .....	23
WORKPLACE RULES .....	25
WHISTLEBLOWER PROTECTIONS .....	27
DRESS CODE/UNIFORM POLICY .....	28
COMMUNICATION AND SOFTWARE SYSTEMS .....	30
<i>Electronic Communications Systems</i> .....	30
<i>Electronic Mail System</i> .....	30
<i>Laptop Security</i> .....	31
<i>Social Media and Networking</i> .....	31

<i>Business Use</i> .....	31
<i>Monitoring</i> .....	31
<i>Protection</i> .....	32
<i>Prohibited Conduct</i> .....	32
<i>Mobile Device/Telephone Usage</i> .....	32
<i>Cell Phone Stipend</i> .....	32
PERFORMANCE MANAGEMENT AND REVIEW .....	33
CORRECTIVE ACTION.....	34
<b>COMPENSATION.....</b>	<b>36</b>
PAY ADMINISTRATION.....	37
<i>Union Employee</i> .....	37
<i>Non-Union Employee</i> .....	37
PAY PRACTICES .....	38
<i>Paydays</i> .....	38
<i>Payroll Deductions</i> .....	38
<i>Pay Advances</i> .....	38
<i>Delivery of Paychecks</i> .....	38
<i>Method of Payment</i> .....	38
<i>Employee Withholding Allowance Certificates (Form W-4)</i> .....	38
<i>Time Records for Non-Exempt Employees</i> .....	38
<i>Time Records for Exempt Employees</i> .....	38
<i>Dispute Resolution Process for Paycheck Errors</i> .....	39
<i>Final Paycheck</i> .....	39
HOURS OF WORK AND WORK SCHEDULES .....	40
<i>Organization Hours</i> .....	40
<i>Overtime</i> .....	40
<i>Meal and Rest Periods</i> .....	40
<i>Lactation</i> .....	40
<i>Social and Recreational Activities</i> .....	41
<i>Inclement Weather and Emergency Closures</i> .....	41
TELECOMMUTE .....	42
EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT .....	44
PAY EQUITY .....	46
<b>BENEFITS.....</b>	<b>47</b>
PURPOSE AND POLICY .....	48
<i>Benefit Pro-ration</i> .....	48
<i>Benefit Design and Modification</i> .....	48
<i>Benefit Plan Documents</i> .....	48
HEALTH INSURANCE BENEFIT .....	49
<i>Eligibility</i> .....	49
<i>Plan Enrollment</i> .....	49
<i>Termination of Coverage</i> .....	49
DENTAL INSURANCE BENEFIT .....	50
<i>Eligibility</i> .....	50
<i>Cost</i> .....	50
OTHER INSURANCE BENEFITS.....	50
<i>Group Life Insurance</i> .....	50
<i>Opt Out</i> .....	50
<i>Funds for Medical Expenses</i> .....	50
VACATION BENEFIT.....	51
SICK LEAVE .....	53
PAID HOLIDAY BENEFIT .....	55
<i>Eligibility</i> .....	55
VETERANS DAY HOLIDAY .....	56

OTHER BENEFITS.....	57
<i>457 Deferred Comp Plan</i> .....	57
<i>Employee GOrge Pass</i> .....	57
<i>DOT Medical Card</i> .....	57
<i>Employee Incentives Programs</i> .....	57
<i>Bonuses</i> .....	57
<b>LEAVES OF ABSENCE.....</b>	<b>58</b>
LEAVE OF ABSENCE POLICY.....	59
CIVIC DUTY LEAVE.....	60
<i>Jury or Witness Duty Leave</i> .....	60
<i>Voting Leave</i> .....	60
CRIME VICTIMS' LEAVE.....	61
DOMESTIC VIOLENCE LEAVE.....	62
FAMILY AND MEDICAL LEAVE (FMLA & OFLA).....	63
LEAVE TO DONATE BONE MARROW.....	67
UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT.....	68
OREGON MILITARY FAMILY LEAVE.....	70
<b>HEALTH AND SAFETY.....</b>	<b>71</b>
EMPLOYEE HEALTH AND SAFETY.....	72
<i>Early Return to Work Program</i> .....	72
<i>Workers' Compensation Insurance</i> .....	73
<i>Smoking in the Workplace</i> .....	73
<i>Employee Right to Know/Hazard Communication Program</i> .....	73
<i>Safety Committee</i> .....	74
<i>Accident/ Incident Reporting</i> .....	75
DRUG AND ALCOHOL.....	76
WORKPLACE VIOLENCE.....	77
EMERGENCY PREPAREDNESS.....	78
<b>EMPLOYMENT SEPARATION.....</b>	<b>79</b>
SEPARATION FROM EMPLOYMENT.....	80
<i>Resignation</i> .....	80
<i>Job Abandonment</i> .....	80
<i>Job Elimination, Reduction in Work Hours</i> .....	80
<i>Discharge</i> .....	81
<i>Exit Interview</i> .....	81
<i>Return of Organization Property</i> .....	81
<b>HANDBOOK RECEIPT ACKNOWLEDGMENT FORM.....</b>	<b>83</b>

# **INTRODUCTION**

# **WELCOME TO HOOD RIVER COUNTY TRANSPORTATION DISTRICT!**

---

Here at Hood River County Transportation District (HRCTD), we hope you will be able to pursue a meaningful career in public transit. A small rural system with a big vision - HRCTD strives to meet the mobility, access, and environmental goals of one of the most beautiful Oregon places: The Columbia River Gorge.

At HRCTD, we try not to see ourselves as just a workplace but as part of the broader Gorge community. We provide vital services that connect and bind those who live, work, and visit Hood River County and its neighbors.

As the newest member of our team, we want you to know that you will play a vital role in enabling public transit to fulfill its mission and promise in the Gorge. Our goal is to facilitate a team approach that makes those who work for us and those who ride with us feel welcome, safe, and supported.

This handbook is designed to provide you the information you need to be successful as you start your career with HRCTD. It has been prepared as a guide to give you a better understanding of our policies, procedures, and practices. Please familiarize yourself with its contents and keep it handy for reference.

The team at HRCTD values two-way communication, and our “open door” policy encourages you to ask questions if there are policies or procedures you don't understand. We welcome your ideas and suggestions for ways to improve our operations and services.

We are excited you're here!

**Amy Schlappi**  
**Executive Director**

# HISTORY OF HOOD RIVER COUNTY TRANSPORTATION DISTRICT

---

HRCTD, who does business as Columbia Area Transit (CAT), has been operating as the primary transit provider in Hood River County area since 1992. Originally a door-to-door service designed to meet the growing mobility needs of seniors and persons with disabilities, HRCTD has grown over the years – to become one of the larger providers in the Gorge. Currently HRCTD provides general public demand-response (Dial-A-Ride) service to Hood River County and fixed-route service within Hood River County and to The Dalles and Portland. Transfer points exist in Hood River, The Dalles, and Portland to provide rider connections to other transit providers.

In large part this growth has occurred since 2017 with future focused Board of Directors and the guidance of a community driven Transit Master Plan. With new revenues and a new direction HRCTD is expanding the HRCTD’s reach and services to address the mobility needs of the growing Gorge communities.

The HRCTD’s vision, mission, and values are:

**Vision:** To connect the people and communities of Hood River County with an accessible and more sustainable future.

**Mission:** We provide safe, reliable, accessible public transportation services in Hood River County and between Gorge communities.

**Values:**

- **Safety** – We will ensure the safety of our employees, customers, and transit systems.
- **Customer Service** – We will work with our customers to meet their needs and exceed their expectations.
- **Sustainability** – We will continuously improve and be accountable for our financial, environmental, and social outcomes.
- **Integrity** – As stewards of public resources, we will use our assets prudently and conduct ourselves morally and ethically.
- **Community Driven** – As stakeholders in Hood River County, we strive to ensure our services contribute to the social, cultural, and economic betterment of all residents.
- **Innovation** – We will pursue opportunities to enhance value for our customers.
- **Collaboration** – We will cultivate strong partnerships, community connections and links to other networks.
- **Teamwork** – As a team, we celebrate diversity, foster effective communication; and promote advancement and longevity.

## ABOUT THIS HANDBOOK

---

This Employee Handbook is a guide to help you understand what is provided to our employees and our expectations of employees. The Handbook applies to all of our employees.

Please remember that this Handbook contains only general information and guidelines. It is not intended to address all the possible applications of or exceptions to general policies and procedures. Our policies are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount to our ability to serve our riders and ourselves. While we have tried to anticipate many of your questions, keep in mind that this document won't provide every answer. If you have any questions concerning eligibility for a particular benefit or how a policy or practice applies to you, please ask your direct supervisor.

We know that employees have varied skills, goals, perceptions, and values, and that such diversity may create situations not fully addressed within this Handbook. In that event, we'll try to make fair and equitable decisions while making sure that the best interests of the organization are served.

**Neither this Handbook nor any other organizational document confers any express or implied contractual right to remain in HRCTD's employ, nor does it guarantee any fixed terms or conditions of your employment. Your employment is not for any specific period of time and may be terminated at will, with or without reason, and without prior notice HRCTD or you for any reason, at any time.**

The procedures, practices, policies, and benefits described here may be modified or discontinued from time-to-time. We recognize our responsibility to keep employees informed of changes that may affect them and will provide replacement pages so you can keep your Handbook current.

Some subjects described in this Handbook, such as benefit plan information, are covered in detail in official policy documents. You should refer to these documents for specific information since this Handbook provides summaries only. Please note that when discrepancies occur between benefit language in this Handbook and in the official policy documents, the terms of the written insurance policies are controlling. We encourage you to use caution when making decisions with long-term impact based on our current benefit offerings, given that we may find it necessary to make changes to these programs.

You are encouraged to offer suggestions for improvement to these policies, employment practices, or working conditions. Please read through the Handbook carefully. If you have additional questions or need further details, please talk with your supervisor, who can advise you or refer you to the appropriate resource.



# **EMPLOYMENT POLICIES**

## **EMPLOYMENT RELATIONSHIP**

---

You and HRCTD are engaged in an “at-will” employment relationship. Therefore, employment at HRCTD is for no definite period of time and may, regardless of the time and manner of payment of wages and salary, be terminated at will. This means that either you or the organization may terminate the employment relationship at any time, with or without reason or advance notice.

No one in the organization has the authority to enter into any agreement contrary to this “at-will” relationship except the Executive Director. It cannot be altered, except when in writing and signed by the Executive Director and you. HRCTD will not make and will not be bound by any oral promises concerning the length or terms of your employment.

### **Transit Drivers – Union**

None of our employees are required to participate in the Union or pay Union dues, but all employees hired as Full- or Part-Time Transit Drivers have an opportunity to join the Union. A variety of work elements (including wages, benefits, discipline, etc.) have been negotiated through the Union and are outlined in a Formal District/Union contract. For your convenience, we have tried to highlight those areas that are addressed by the Union Contract within this handbook.

All transit drivers will have access to the current Union Contract upon hire and anytime the contract is renegotiated. New hire Transit Drivers will be offered an opportunity to meet with the Union representative for a formal orientation.

### **Equal Employment Opportunity**

HRCTD is an equal opportunity employer and, as such, considers individuals for employment according to their abilities and performance. Employment decisions are made without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, genetic information, or any other classification protected by law. All employment requirements mandated by local, state, and federal regulations will be observed.

The organization employs affirmative personnel measures to ensure the achievement of equal employment opportunities in all aspects of employment and the work environment. These policies of nondiscrimination will prevail throughout every aspect of the employment relationship, including recruitment, selection, total compensation, promotion, transfer, layoff and recall, termination, training, and dispute resolution.

In keeping with our philosophy and applicable laws, our advertising and recruiting materials will contain the following statement to encourage qualified applicants to apply: “Equal Opportunity Employer.” Our policy as an equal opportunity employer is to employ those legally entitled to work in the United States without regard to citizenship status, ethnic background, or national origin. However, in conformity with the relevant immigration statutes and regulations, our policy is to hire only those who are eligible to work in the United States. Verification documentation is required of all new hires.

All employees in the organization are responsible for following and carrying out this policy according to the spirit and intent of our equal employment commitment. Management provides

and supports a dispute resolution procedure for complaints alleging discrimination. Employees are expected to bring any questions, issues, or complaints to Management's attention. If you believe you have been harassed, or if you witness or suspect any violation of this policy, you should report the matter immediately to your direct supervisor or the Executive Director. We also encourage that you document your concerns. We will not retaliate against you for filing a complaint or cooperating in an investigation and we will not tolerate or permit retaliation by Management or co-workers.

## **AMERICANS WITH DISABILITIES ACT**

---

The Americans with Disabilities Act (ADA), amended by the ADA Amendments Act of 2008, is a comprehensive federal civil rights law that specifically protects individuals with physical and mental disabilities from discrimination in the workplace.

Individuals are protected under the ADA if any of the following conditions exist:

- They currently have a physical or mental condition that significantly restricts their ability to normally conduct a major life function (walking, seeing, hearing, breathing, bodily functions, etc.);
- They have a history of such impairment; or,
- They are regarded as having such impairment.

The ADA also prohibits discrimination on the basis of an individual's relationship to someone (parent, sibling, child, spouse, friend, etc.) with a disability.

HRCTD offers equal employment opportunities to qualified individuals who may have a physical or mental disability but are still able to perform essential job functions with reasonable accommodations. Essential functions are defined as the fundamental non-marginal duties of the position being held or sought. A job function is essential if the position exists for the performance of the function, there are only a limited number of employees available to perform it, or it is so highly specialized that an expert is required to perform it.

Reasonable accommodations are available to employees and applicants, as long as the requested accommodations don't cause an undue hardship on the organization. Individuals protected by the ADA/ADAAA should discuss their needs for possible accommodation with their direct supervisor.

# HARASSMENT

---

To build a happy and productive workplace, we need everyone to treat others with respect and keep our workplace safe. Each of us should do our part to prevent harassment and workplace violence.

HRCTD has “zero-tolerance” for violence or harassment in the workplace. HRCTD will not tolerate conduct by any employee, elected official, board member, volunteer or intern, customer or member of the public that harasses, disrupts, or interferes with an employees work performance or which creates an intimidating, offensive, or hostile work environment. All forms of harassment are prohibited. We want to maintain a working environment free from all forms of harassment, whether based upon race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other legally protected characteristic or status. Retaliation associated with a complaint of harassment is also prohibited.

Behavior such as telling ethnic jokes; using religious slurs or offensive slang, or other derogatory terms regarding a person’s race, sexual orientation, age, sex, national origin, or disability; or mimicking one's speech, accent, or disability are examples of prohibited conduct and will not be tolerated. Harassing individuals by making derogatory comments regarding protected status or characteristics is strictly prohibited, as well as using any other words or conduct that might create a hostile or offensive work environment.

Sexual harassment or assault is also a form of harassment. The following conduct is considered to be sexual harassment.

- Submission to the conduct is in any way deemed to be a term or condition of employment;
- Submission to or rejection of the conduct is used as a basis for employment-related decisions; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can also consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes, or innuendoes; nude, profane, or obscene cartoons, drawings, or photographs; whistling; staring; and inappropriate touching are not tolerated at HRCTD. Cell phone use, including text messages and other similar electronic communications, can also be considered harassing behavior.

Sexual Assault is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled using physical force, manipulation, threat, or intimidation.

Each manager/supervisor has a responsibility to maintain a workplace free of any form of sexual harassment. No person shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Sexual harassment in the workplace, whether by

managers/supervisors, non-managerial employees, or outside individuals (vendors, customers, etc.) is prohibited.

This policy explicitly applies to conduct in the workplace, at social functions sponsored by the organization, and at business functions (conventions, trade shows, etc.). This policy applies to any conduct, however, as described above, which impacts the organization or work environment, regardless of where it occurs.

Management provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. As an employee of HRCTD, you have the responsibility to immediately report any actions or words, which you find to be harassing. The organization will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by anyone.

### ***Reporting Incidents of Harassment***

If you believe that you have been harassed, have witnessed harassment, or suspect any violation of our harassment policy, you must immediately report the matter to your direct supervisor or the Executive Director. These individuals are responsible for ensuring that all complaints are promptly and thoroughly investigated without prejudice or retaliation. The investigation will be conducted promptly, but no specific timeframe can be guaranteed because each situation is likely to be different, and individuals may have varying schedules. Every effort will be made to complete the investigation within two weeks. In all cases, you will be notified of the outcome of the investigation. We will also check in with you quarterly following receipt of the information to ensure the matter has been resolved and continues to meet the organizations standards.

All complaints of harassment will be investigated promptly and impartially. Discretion will be used during the investigation in order to maintain as much confidentiality as possible while effectively completing the investigation, however, confidentiality cannot be guaranteed. If you are not satisfied with the handling of a complaint or the action taken by management, you should bring the complaint to the next higher level of authority. In all cases, you will generally be advised of the outcome.

Any employee or manager who is found, after appropriate investigation, to have engaged in harassment or to have retaliated against an individual for reporting harassment will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

### ***External Complaint Procedure***

We encourage employees to bring their concerns and complaints to the organization, and understand that, at times, this may not be the choice of the employee. Below is a list of the external complaint options. Please reach out to the preferred choice to determine the appropriate timelines for their processes.

- Oregon Bureau of Labor and Industries at the following web address:  
[https://www.oregon.gov/boli/CRD/Pages/C\\_Crcompl.aspx](https://www.oregon.gov/boli/CRD/Pages/C_Crcompl.aspx)
- Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.

***Employment Agreements***

No employee will be required or invited to sign an agreement requiring the non-disclosure of information related to discrimination or sexual assault as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits. An employee may request this type of agreement and, upon request, will be provided at least seven (7) days to change their mind.

***Additional Employee Support Services***

HRCTD provides information regarding legal resources and counseling support that may be available to you. Contact the Office Manager for more information.

## **WORKPLACE PROFESSIONALISM**

---

While harassment due to a person's protected class is prohibited, so too is unprofessionalism, such as incivility, due to personality clashes or issues. We want our focus to be on customer service, productivity, and the ability for each employee to flourish here. This makes it essential that our employees treat each other and those with whom we serve with courtesy, respect, and consideration. Further, we require that employees work cooperatively and constructively in resolving issues or problems on-the-job to foster satisfactory working relationships.

HRCTD defines unprofessionalism as repeated or one-time behavior, which is inappropriate and which may be verbal, non-verbal, or physical; either direct or indirect which generally occurs at work and in the course of employment but may also apply to off-site behavior exhibited by employees that negatively impacts the working relationship. Such behavior, whether exhibited between co-workers, management and staff, vendors/customers, another outside party, or a member of the public, violates our policy on how others should be treated while at the workplace or engaged in organizational operations.

Where an allegation of unprofessionalism is made, consideration of the intention will be given. The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that HRCTD will not, in any instance, tolerate unprofessional behavior. Employees found to be in violation of this policy will be subject to corrective action, up to and including termination.

We will consider the following examples as unprofessional; however, this is not considered a comprehensive list. Any actions that create the same or similar result will also be considered.

- Making comments on Facebook, texting, misuse of other forms of social media
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's performance or job description
- Spreading rumors and gossip regarding individuals
- Interfering with the ability of someone to perform job duties or consistently assigning menial tasks not central to the job.
- Taking credit for another person's ideas

Any HRCTD employee who has experienced unprofessionalism should immediately report the behavior to your direct supervisor or the Executive Director. If the Executive Director is the person you are concerned about you may also contact the Chairperson for the HRCTD's Board of Directors. To the extent legally possible, anything you disclose will remain confidential. All reports will be investigated and addressed. Making false/baseless or malicious complaints of unprofessionalism will be regarded as a serious offense, which may also lead to corrective action, up to and including termination.



## **DISPUTE RESOLUTION**

---

We believe that undisclosed problems will remain unresolved and will lead to impaired work relationships, dissatisfaction with working conditions, and a decline in operational efficiency. Therefore, HRCTD has established this dispute resolution procedure to solve problems as quickly, fairly, and thoroughly as possible. This procedure is a method for impartially hearing the complaint and is intended to resolve problems and provide a fair and objective review. All issues will be handled without prejudice or retaliation.

### ***Reporting Issues Other than Harassment/Discrimination***

Any other questions or concerns you may have should be discussed with your immediate manager/supervisor, absent special circumstances, as soon as you are aware there is a problem or have a question. Your manager will generally follow-up to your concern, in writing, within one week. We realize there may be valid reasons to forego this initial step; in those circumstances (*i.e.*, a concern involves an immediate manager/supervisor), you may go directly to the next level of management or the Executive Director for assistance.

For any grievance filed by union employees, the process outlined in the current union contract should be followed.

## **EMPLOYMENT**

---

It is our goal to fill employment vacancies with the most qualified applicants, whether recruiting internally, externally, or in utilizing both options. Job applicants will be considered on an equal basis for all positions without regard to sex, age, race, color, religion, national origin, marital or veteran status, sexual orientation, gender identity, genetic information, a physical or mental disability, or any other characteristic protected under applicable law, including Veterans' Preference.

Our goal will always be to select the most qualified person for each available job.

Former employees and relatives of current employees will be considered for employment in the same manner as other applicants. We may refuse to place a spouse, domestic partner, or immediate family member under the direct supervision of a spouse, domestic partner, or family member, if such placement adversely affects supervision, safety, security, or morale.

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job duties, schedule, or location. Depending upon the circumstances, you may be subject to a wage adjustment while performing such work. We may also reassign employees on a long-term basis whose placements are determined to be unsuited to their individual skills and transfer any employee who has an illness or disability that requires modified duty without posting the position.

### ***New Employee Orientation***

New hire orientation begins on your first official day of employment at HRCTD. The Office Manager will provide a short tour of the facility, introduce you to other staff and have you complete all necessary paperwork. At the orientation, the Office Manager will review the employee handbook with you along with the general policies, procedures, benefits, basic information on pay and leave policies, and provide you with your employee GOrge pass. Your direct supervisor will then discuss your training schedule.

### ***Probationary Period***

As a new employee, the introductory period for a full-time employees is 120 days and 180 days for part time employees. The introductory period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by supervisors. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity for us to see if your abilities and the requirements of the position match. It is also a chance to see if we meet your expectations as an employer.

Your performance will be evaluated at the end of the probationary period, and a decision about your employment status will be made and shared with you in writing. If you have successfully completed the introductory period, you will be moved to regular status. Movement to regular status does not alter the at-will condition of your employment. If your skills border on satisfactory, but fall a little short, the introductory period may be extended if there is reason to believe that your skills will improve within 30 days. This period may be extended only by approval of your direct supervisor. The request for an extension won't be approved if it is submitted after the normal conclusion of your introductory period. If expectations are not met or if your skills are not satisfactory, it is unlikely that your employment will continue.

### ***Promotions and Transfer Training Period***

If you are promoted or transferred to a new position, you must also complete an probationary period of 90-days to determine the suitability of the placement and your ability to satisfactorily perform the required work. If it is determined that the job change is not working during this period, you will be returned to your original job if a vacancy exists. Otherwise, you will be assigned to any other vacant job we deem suitable. If no such job is vacant, your employment may be terminated. If you are placed in a job other than your original job, the pay and benefits may be adjusted.

### ***Re-employment***

Employees who resign from the organization in good standing may be eligible for re-employment consideration. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. Previous performance with the organization will be evaluated if the reference check phase is reached. We are not obligated to rehire former employees. Rehires shall be considered new employees, except where federal or state law requires otherwise (*e.g.*, the Employee Retirement Income Security Act rules which apply to pensions, where state law applies to health insurance benefit reinstatement).

### ***Anniversary and Seniority Dates***

For all non-union employees, the anniversary date used to determine vacation and merit wage increases of an employee is the actual date of hire.

The union “seniority date” is the actual date of hire. Vacation and merit wage increases follow the Union Contract based on this seniority date.

### ***Employment Classifications***

Employee status is categorized to make distinctions in employment-related conditions and to aid in a better understanding of employment relationships within the organization. Employees may be considered introductory, full-time or part-time, temporary, or on-call as described below:

Probationary: Newly hired or promoted employees within the probationary period. New hires earn, but cannot use sick or vacation time until the 91<sup>st</sup> day of employment.

Regular Full-time: An employee who is regularly scheduled to work on average 30 hours or more per week. HRCTD will pay the full cost of medical, dental, and vision benefits on the first day of the month following the date of hire. After 1 year employee is eligible for the 457 Deferred Comp retirement investment plan. HRCTD will match employee contribution up to 4% of gross wages.

Regular Part-time: An employee who is regularly scheduled to work between 12 and 29 hours per week. Part-time employees are ineligible for employer-paid benefits. If an employee works more than 30 hours for more than 3 months, they may be transitioned into a full-time employee and eligible for full benefit.

Seasonal: An employee who is hired for a specified period of time. Seasonal employees are ineligible for employer-paid benefits. At any time, a seasonal employee may apply to become a full or part-time employee with HRCTD but will no longer be eligible for a bonus if applicable.

Standby/Substitute: A stand-by or substitute employee is one who works on an occasional, on-call basis, or has a work schedule of less than twelve hours per week over a 3-month period. Standby/substitute employees are ineligible for employer-paid benefits except as mandated by law.

Employees are further classified according to federal and state wage and hour laws as exempt or non-exempt, as defined below. Management will make the appropriate designation regarding the status for each new position or when a position changes substantially. If you are uncertain as to your status, ask your direct supervisor.

Exempt: An employee who is exempt from the overtime pay and minimum wage requirements under federal and state laws. Exempt employees are paid a salary and duties and responsibilities allow them to be exempt under federal and state law.

Non-exempt: An employee who is paid an hourly wage and whose job generally calls for the payment of minimum wage and overtime as specified under state or federal regulations.

## **EMPLOYMENT RECORD KEEPING**

---

### ***Access to Personnel Files***

The organization maintains a personnel record for each employee, and access to those records is restricted to authorized persons only. The records contain applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to employment. Authorized persons are individuals in a direct line of supervision over the employee to whom the file applies or any management representative involved in a pending personnel action.

Your personnel file is available for review (except for any references and other material exempt from disclosure under state law) by making advance arrangements with the Office Manager, Operations Manager, or the Executive Director. We will provide copies of personnel records or files as required by law, but you may be asked to reimburse us for the reasonable cost of providing copies.

Requests for employee records by parties other than the employee are subject to the Privacy Act of 1974 and ORS 192.502(2).

### ***Change in Personal Data***

Keeping your personnel records current can be important to you with regard to pay, payroll deductions, benefits, and other matters. If you have changes in any of the following items of information, please notify the Office Manager or make the changes in the online portal:

- Name
- Marital status
- Address
- Telephone number
- Dependents
- Beneficiary(ies)
- Person to be notified in case of emergency
- Job-related physical or other limitations that impact employment
- Other information having a bearing on your employment

# **EMPLOYMENT RELATIONS AND CONDUCT**

# ETHICS

---

We believe in treating people with respect and adhering to ethical and fair practices. All Public Officials are held accountable to the states Ethics laws found in ORS 244.

## ***Public Officials***

A public official includes anyone serving the State of Oregon or any of its political subdivisions or any other public body in any of the listed capacities, including as an “agent.” An “agent” means any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances.

Upon employment with our organization you became a Public Official.

## ***Gifts***

During a calendar year, a public official, a candidate or a relative or member of the household of the public official or candidate may not solicit or receive, directly or indirectly, any gift or gifts with an aggregate value in excess of \$50 from any single source that could reasonably be known to have a legislative or administrative interest.

During a calendar year, a person who has a legislative or administrative interest may not offer to the public official or a relative or member of the household of the public official any gift or gifts with an aggregate value in excess of \$50.

During a calendar year, a person who has a legislative or administrative interest may not offer to the candidate or a relative or member of the household of the candidate any gift or gifts with an aggregate value in excess of \$50.

## ***Use of Official Position or Office***

A public official may not use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment for the public official, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official’s holding of the official position or office.

Except:

- Any part of an official compensation package as determined by the public body that the public official serves.
- The receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042 (Honoraria).
- Reimbursement of expenses.
- An unsolicited award for professional achievement.



- Gifts that do not exceed the limits specified in ORS 244.025 (Gift limit) received by a public official or a relative or member of the household of the public official from a source that could reasonably be known to have a legislative or administrative interest.
- Gifts received by a public official or a relative or member of the household of the public official from a source that could not reasonably be known to have a legislative or administrative interest.
- The receipt by a public official or a relative or member of the household of the public official of any item, regardless of value, that is expressly excluded from the definition of “gift” in ORS 244.020 (Definitions).
- Contributions made to a legal expense trust fund established under ORS 244.209 (Application to establish fund) for the benefit of the public official.

A public official may not solicit or receive, either directly or indirectly, and a person may not offer or give to any public official any pledge or promise of future employment, based on any understanding that the vote, official action or judgment of the public official would be influenced by the pledge or promise.

A public official may not attempt to further or further the personal gain of the public official through the use of confidential information gained in the course of or by reason of holding position as a public official or activities of the public official.

A person who has ceased to be a public official may not attempt to further or further the personal gain of any person through the use of confidential information gained in the course of or by reason of holding position as a public official or the activities of the person as a public official.

A person may not attempt to represent or represent a client for a fee before the governing body of a public body of which the person is a member. This subsection does not apply to the person’s employer, business partner or other associate.

The provisions of this section apply regardless of whether actual conflicts of interest or potential conflicts of interest are announced or disclosed under ORS 244.120

***Honoraria***

A public official may not solicit or receive, whether directly or indirectly, honoraria for the public official or any member of the household of the public official if the honoraria are solicited or received in connection with the official duties of the public official.

A public official may receive of an honorarium or a certificate, plaque, commemorative token or other item with a value of \$50 or less; or receive an honorarium for services performed in relation to the private profession, occupation, avocation or expertise of the public official or candidate.

***Financial Interest in Public Contracts***

A person who ceases to hold a position as a public official may not have a direct beneficial financial interest in a public contract for two years after the date the contract was authorized.

You are required to inform us of any activity that is ongoing or planned that may be or is a conflict with these laws. We will work with the State Ethics commission to determine the appropriate steps for resolution.

Failure to meet these standards will result in investigation and, depending on the outcome, result in discipline up to and including separation.

# CONFIDENTIALITY

---

## ***Organization and Customers***

At HRCTD, employees have access to highly confidential and proprietary information, including information about our business plans and customers. Our customers trust us with confidential information and disclosing this information without authorization would have a materially adverse impact on our integrity and on our relationships with our customers. Employees must not disclose any information pertaining to the organization or its customers without prior explicit approval of their managers/supervisors and must sign a form stating such.

No organization records or information, including documents, files, records, computer files, and similar materials may be removed from our premises without permission from HRCTD, except in the ordinary course of performing duties on behalf of HRCTD. Additionally, the contents of organization records or information otherwise obtained in regard to business may not be disclosed to anyone except where required for a business purpose. This prohibition also applies to items posted in a blog or website. Employees are subject to appropriate corrective action, up to and including termination, for revealing confidential information.

## ***Employee Records***

HRCTD's philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of this information. Additionally, the organization will only collect personal information that is required to pursue its business operations and to comply with government reporting and disclosure requirements. Personal information collected by the organization includes employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, date of birth, employment eligibility data, benefit plan enrollment information, which may include dependents' personal information, and school/college or certification credentials. All pre-employment inquiries, including reference check records, as well as former employee files are maintained in locked, separate areas and are not used by the organization in the course of business operations.

Personal employee information will be considered confidential and, as such, will be shared only as required and with those who have a need for access to such information. All hard copy records will be maintained in locked, secured areas with access limited to those who have a need for such access. Personal employee information used in business system applications will be protected under company proprietary electronic transmission and Virtual Private Network policies and security systems. Participants in company benefit plans should be aware that personal information will be shared with plan providers as required for claim handling or record keeping needs.

Information regarding an employee's address, telephone number, work history, performance or salary will not be given over the telephone. Only employment dates and job title may be released verbally. For verification of employment, or other confidential information must be in writing, signed by the employee, authorizing release of specific information.

Information requested by another party, not the employee, to share any information in any employee's personnel file will not be released until the employee is notified and has a reasonable opportunity to comment on the request. In all cases, the HRCTD must determine whether particular personnel records of any District employee are subject to public disclosure. An

employee's expectation of confidentiality and privacy is, in each case, subject to the requirements of Oregon's Public Records Law. This decision shall be made by the Executive Director or designee.

Organization-assigned information, which may include organizational charts, department titles and staff charts, Designated Positions, department budgets, company coding and recording systems, telephone directories, e-mail lists, and company facility or location information and addresses, is considered by the company to be proprietary company information to be used for internal purposes only. The company retains the right to communicate and distribute such information as it feels necessary to conduct business operations.

If an employee becomes aware of a breach in maintaining the confidentiality of any personal information, the employee should report the incident to the Office Manager or the Executive Director. The Office Manager has the responsibility to investigate the incident and take or recommend corrective action. Please understand that the reasonableness of actions taken in these circumstances will be taken into consideration. Examples of the release of personal employee information that will not be considered a breach include the following:

- Release of partial employee birth dates (*i.e.*, day and month, which is not considered confidential and will be shared with supervisors/managers who elect to recognize employees on such dates).
- Personal telephone numbers or e-mail addresses may be distributed to supervisors/managers in order to facilitate company work schedules or business operations.
- Employee identifier information used in salary or budget planning, review processes, and for timekeeping purposes will be shared with supervisors/managers.
- Employees' company anniversary dates will be distributed to appropriate supervisors/managers periodically.
- Employee and dependent information may be distributed in accordance with open enrollment processes, for periodic benefit plan changes, or for benefit statement updates.

Should a security breach occur, you will be notified in writing as soon as possible.

## WORKPLACE RULES

---

HRCTD believes policies and procedures are essential for the orderly operation of our business and for the protection and fair treatment of all employees. As a result, we have clearly identified performance expectations so that each employee behaves according to our workplace standards. Courtesy and common sense should always prevail. The following work rules are not all-inclusive, but serve as guidelines to demonstrate the work behaviors considered important to HRCTD.

1. You are expected to be at work on time, to stay until your workday ends, and to do the work assigned or requested of you. If you are unable to be at work on time, you are expected to contact your immediate supervisor promptly.
2. Each employee and the employee's performance on the job is important to the overall success of operations. When absent, someone else must do the job. Everyone is expected to keep regular attendance, be on time, and work as scheduled. Recurring and excessive absences and/or tardiness is disruptive to work schedules, costly to HRCTD and its' residents, and detrimental to the morale and efforts of employees who maintain a good work record.
3. You are expected to regard your workplace with respect and attention. HRCTD records, equipment, and property are to be treated carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their maintenance, appropriate use, and accuracy.
4. You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by HRCTD or by outside regulatory bodies.
5. You are expected to conduct yourself in a professional manner, exhibiting a high regard for our customers, vendors, business associates, and for co-workers. No breach of professional behavior (abusive language, harassment, personal business during work time, *etc.*) will be condoned. This also applies to alcohol consumption when representing HRCTD in a business or social capacity.
6. You are expected to maintain the confidentiality of organization information or customer information in your possession (*i.e.*, personnel information, trade secrets, *etc.*).
7. You are expected to wear clothing that is neat in appearance and consistent with a professional atmosphere, keeping in mind the impression it has on customers, visitors, and other employees as well as the need to promote organization and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what dress is appropriate.

This information regarding our behavioral expectations should help guide employee actions. You are urged to use reasonable judgment and to seek advice in doubtful or unclear situations. If all employees do their best to meet both the spirit and intent of these guidelines, disciplinary issues will be minimal. It is our policy to resolve conduct and performance problems in the most informal and positive manner possible; however, conduct which falls outside of the above guidelines will result in corrective action, up to and including termination.

We also believe that all of our employees should have an opportunity to be heard in matters involving discipline; therefore, we have adopted a formal Dispute Resolution Procedure, which can be found on page 13 of this Handbook.

## **WHISTLEBLOWER PROTECTIONS**

---

HRCTD encourages any employee with knowledge of an illegal or dishonest activity to report it to their direct supervisor or to the Executive Director. All such issues will be promptly investigated with the intent to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. Any employee wishing for more information can obtain further details from the Executive Director.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee should immediately contact a direct supervisor or the Executive Director. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to corrective action, up to and including termination.

Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. Although someone's identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their due course, the privacy of the individual making the report will be protected to the extent possible. HRCTD will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments as well as threats of physical harm. Any whistleblower who believes retaliation has occurred must contact the Executive Director immediately. The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Executive Director who is responsible for investigating and coordinating corrective action.

## DRESS CODE/UNIFORM POLICY

---

As representatives of HRCTD, it is important staff maintain a professional appearance when interacting with the public. Employees are required to wear a uniform when driving or at an outreach event while representing the district.

Each new employee will be provided the following uniform package based on their position as listed below. Each item includes at least 1 CAT logo. Items purchased at retail outlets are not allowed without an express written exception approved by Management.

Staff Category	Uniform Package
Office Staff	Outer Shell Jacket – 1 Long Sleeve Polo – 1 Short Sleeve - 1
Driver	Outer Shell Jacket – 1 Long Sleeve Polo – 2 Short Sleeve – 5 Sweater – 1 Vest – 1 Pants/Shorts – 4 (fund for pants - \$100 per year on reimbursement basis)

Below is the uniform guidelines, when driving or at an outreach event while representing HRCTD:

- **Pants:** Must be either Black, Dark, Light Grey, or Denim. Pants should be a good fit, neatly pressed wrinkle free, and worn at waist level.
- **Shorts:** Must be either Black, Dark, Light Grey, or Denim. Shorts should not be any shorter than 4" above the knees when sitting, shorts must be properly fitted (not too tight or baggy), must be wrinkle free and worn at waist level.
- **Shoes and Boots:** Must be in good repair. They must be constructed of a material that can be kept clean. The soles of the shoes or boots must ensure proper traction. Shoes and boots must fully enclose the foot; open-toed or open heeled shoes are not permitted while in the yard, shop, or driving.
- **Hats:** Must have the CAT logo. Hats must be worn properly with the brim facing front.
- **Name Badge:** Name badge should always be displayed and visible on the right side of the outer most garment.

Clothing must fit properly, be clean, pressed, and in good repair and free of spots. Good personal hygiene is also expected when representing HRCTD.



If uniform needs to be replaced due to wear and/or damage, items need to be returned to HRCTD before new items can be ordered. Employees will NOT throw or give away old or damaged uniforms. HRCTD will replace uniforms that are worn out once a year at most. If uniforms are damaged beyond repair while performing normal working duties HRCTD will use its discretion to determine if the item(s) will be replaced by HRCTD. If the damage occurs during non-working hours, the cost of repairing or replacing the item(s) will be the responsibility of the employee.

Drivers will receive \$100 per year for the purchase of pants/shorts at the beginning of each fiscal year (July 1st) on a reimbursement basis.

If employment ends for any reason, the entire uniform should be returned in good/clean condition.

Managers have the discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and may not be paid for that time off. A basic essential of appropriate dress includes the need for clothing to be neat and clean. If you are an office employee or a new hire and have not yet received a uniform the expectation is that your clothing professional and not inappropriate (display guns, inappropriate slogans, violence, or alcohol).

Additionally, clothing, jewelry, and hair should not be loose or dangle in such a way that creates any kind of safety hazard.

# COMMUNICATION AND SOFTWARE SYSTEMS

---

## ***Electronic Communications Systems***

HRCTD provides electronic communication systems to maintain superior communications both within the organization and with outside clients and vendors. You are encouraged to learn about these tools and how to use them. This policy provides directions for you regarding access and disclosure of information when using these communication systems. All employees and others outside the organization who may use the systems are expected to be aware of and support this policy.

Our electronic communication systems include computers, software, electronic mail (e-mail), copiers, fax machines, telephones, cell phones, voice mail, messengers, and various online services. All of these systems are operated and managed based upon this policy.

These systems and any other informational, storage, or retrieval services that the organization provides are organization tools and are to be used for business purposes only during business hours. Use of company systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

The use of these systems is not private or confidential. Within the bounds of current and future laws, the organization reserves and intends to exercise the right to review, audit, intercept, access, and search these business systems at will, monitor data and messages within them at any time and for any reason, and disclose selected contents without notice or other restrictions. Messages sent through these systems remain the property of the organization.

As an employee, you must not permit any proprietary or confidential information of HRCTD to enter the public domain through electronic transmissions. Examples of the organization's proprietary and confidential information are provided in the Confidentiality Policy. Also, these systems shall not be used to receive or distribute copyrighted materials, trade secrets, proprietary information, or similar materials from/to outside the organization without prior authorization.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. You are expected to carefully compose and review the wording, tone, and content of your communications before transmission.

You should check with your supervisor if you have any questions about the proper use of communication or software systems. All system users who discover violations of this policy are expected to notify their supervisors or managers immediately. Improper use or violation of this policy can result in corrective action, up to and including termination.

## ***Electronic Mail System***

You are reminded to be courteous to other users of the e-mail system and to always conduct yourself in a professional manner. E-mail messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. You should write e-mail communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on organizational letterhead.

You should know that even when a message is erased through e-mail, it is still possible to retrieve and read that message. Even though the organization reserves the right to retrieve and read any e-mail messages, those messages are to be treated as confidential by other employees and accessed only by the intended recipient. We expect employees to respect others' privacy and not retrieve or read electronic messages for which they are not the intended recipient unless authorized. The use of passwords for security does not guarantee confidentiality; all passwords to company systems must be disclosed to your direct supervisor or the Executive Director.

### ***Laptop Security***

Laptops and other applicable equipment will only be replaced by the company if the laptop and other equipment were not lost due to negligence. An exception applies for a laptop or equipment taken during an assault situation. If laptop and other equipment needs to be replaced due to negligence the employee may be responsible for some or all of the replacement cost.

### ***Social Media and Networking***

Social networking websites and online communities, such as Twitter, LinkedIn, Facebook, and Flickr are increasingly used and can be accessed by individuals not only from computer systems, but also from smart phones. These tools have value because they can be used to market HRCTD services and share information; employees may also use these systems as a quick communications and networking tool to complete projects. It is not the intent of this policy to unduly limit employees' access to these conduits, however, guidelines and expectations surrounding their use are necessary as there are liabilities inherent in such use. When any employee is using organization-provided computers or cell phones or is representing the organization via social networking activity, that individual is expected to represent the organization in a professional and positive light. HRCTD wishes to use social networking exclusively to its advantage, preventing and minimizing any negative outcomes. This includes ensuring that all employees will be free from harassment and unprofessional behavior when utilizing or consuming social media; therefore, employees authorized for its use must abide by all applicable laws (including copyright) and ethical considerations.

### ***Business Use***

Employees may use social networking websites to conduct organizational business, as long as such use is authorized and complies with the organization's policies. Company logos or other organizational information must conform to pre-approved marketing concepts and standards. We do not endorse making business references on behalf of others on sites such as LinkedIn.

In the case that a social media account is set up for business purposes, the organization has the right to review, edit, and delete content associated with the account. The organization will have access to information associated with the account such as the username and password, and any content associated with the account will be considered the property of the organization. If an employee separates from HRCTD, the organization has the right to assume control of this account.

### ***Monitoring***

While the organization does not routinely monitor social networking sites, other employers, organizations, and individuals do monitor and share information found on social networking websites. Again, posted information is public information.

### ***Protection***

Social networking sites collect profile information for advertising opportunities and criminal reasons. Phishing (e-mail messages asking for username and passwords, etc.) and spamming are two downsides. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your e-mail account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious; when in doubt, delete it. Viruses and spyware may damage the organization's operating system, compromise data, or expose your privacy and that of others you communicate with via e-mail and social media sites.

Be aware that others may piece together personal information for identity theft purposes. Be prudent in making comments or posts which reveal your or others' travel plans or divulge other safety-sensitive and private information.

### ***Prohibited Conduct***

Behavior and judgment in an electronic environment should mimic behavior in a physical setting. Employees are expressly prohibited from posting content that is malicious, abusive, threatening, intimidating, coercing, profane, disruptive, discriminatory, or harassing. Defamatory statements are prohibited and employees should be aware they are personally responsible for the legal consequences of such statements.

Nothing in this policy should be interpreted as limiting an employee's right to engage in legally protected speech or other activity. Failure to adhere to these standards and to use appropriate protocols will lead to further corrective action, up to and including termination.

### ***Mobile Device/Telephone Usage***

HRCTD realizes that employees must occasionally make and receive personal telephone calls at work. Such calls must be kept to a minimum and should impact your work as little as possible. Unauthorized use of the business telephone, including charging long distance calls to the organization, and excessive use of your personal mobile device during work hours will result in corrective action, up to and including termination.

### ***Cell Phone Stipend***

Office employees who must use their personal cell phone on a regular basis for work purposes are eligible for a \$30 per month stipend. Eligible employees include the Executive Director, Operations Manager, Office Manager, Field Supervisors, and Administrative Assistant/Dispatcher who does the Social Media work. Each eligible employee will receive a this stipend automatically after a memo of understanding has been signed.

## PERFORMANCE MANAGEMENT AND REVIEW

---

To establish a meaningful performance evaluation system upon which HRCTD can continuously monitor the effectiveness of organizational operations and employee performance, all employees will receive regularly scheduled formal performance evaluations twice a year.

The objectives of our performance management and formal appraisal process are to:

- Ensure that employees know their individual performance and if they are not meeting expectations, meeting expectations, or exceeding expectations;
- Determine how well the organization is doing in assisting employees with work performance and meeting goals and how the direct supervisor can help the employee meet their goals;
- Ensure communication and two-way feedback;
- Provide a consistent, objective, and fair method of making compensation decisions;
- Provide a tool for career planning; and,
- Provide a permanent record of employee performance and organizational contributions.

Managers and supervisory personnel are accountable for providing employee development actions designed to improve and enhance employee performance such as:

- Reasonable employee training;
- Assigning, directing, controlling, and reviewing employee work;
- Assisting employees in correcting deficiencies; and,
- Objectively evaluating employee performance during the evaluation period.

Our performance appraisal program is intended to be participatory and equally involves both your input and your supervisor's. This allows you to contribute to the growth and improvement of the organization. You are encouraged to:

- Inquire about your performance periodically;
- Accept additional responsibilities and show initiative;
- Review opportunities for advancement within the organization;
- Ask for assistance in developing a goal-oriented path for advancement within the department or organization; and,
- Learn about training available to assist you in improving your skills or qualify you for a promotion or lateral transfer.

Performance evaluations serve as one factor in decisions related to employment such as training, merit pay increases, job assignments, employee development, promotions, and retention. Evaluations identify specific performance levels as compared to established standards, acknowledge the merit of outstanding performance, and prescribe the means and methods of improving performance deficiencies.

## CORRECTIVE ACTION

---

Everyone benefits when we work together and conduct ourselves in a manner that reflects the best interests of both the organization and its employees. It is the philosophy of HRCTD to correct performance deficiencies and address violations of policies and work rules in order to correct situations and avoid repetition.

You will be informed if corrective action is necessary as soon as possible after any performance problem has been identified. Your manager or supervisor will discuss the situation with you, explaining this policy and the necessity of corrective action to avoid additional disciplinary actions.

Although one or more corrective action measures may be taken in connection with a particular performance problem, no formal order will be followed. Corrective action may include any of a variety of actions depending on the circumstances and severity of the particular situation.

HRCTD encourages managers to have regular status meetings with employees and provide instructional and training information as needed. When employee performance and behavior needs additional action the corrective actions below may be taken at the discretion of management:

- Verbal counseling with you, which will be confirmed in writing by your supervisor and placed in your supervisory file.
- Written warning, which will be placed in your personnel file.
- Suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an employee from the organization's premises during an investigation or as a disciplinary action. A suspension may be paid or unpaid. If you are suspended, it will be documented in your personnel file.
- Demotion, which will be documented in your personnel file.
- Termination, which will be documented in your personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or a subsequent offense. Consideration will be given to the seriousness of the offense, any change in behavior, and the circumstances surrounding the offense.

Counseling, verbal warning and written warnings may be undertaken by the Operations or Office Manager without prior approval from the Executive Director. However, the Executive Director must be informed by the Operations or Office Manager of any such actions taken. Suspension with or without pay, demotion and discharge require prior approval from the Executive Director before the action is taken.

In some cases, a performance improvement plan will be created. The purpose of the Performance Improvement Plan (PIP) is to act as a tool in facilitating improvements by the employee. In all instances, the PIP will outline HRCTD's expectations for the employee and what needs to improve and timeline to for employee to improve and meet expectations. The employees should take

proactive approach noting where training or other instruction is required to meet the desired outcome.

The PIP is a signed agreement between the manager and employee. Typically, there is a timeframe (3-6 month) during which the employee's progress is reviewed. Once signed it is the employee and management's responsibility to move forward with plan implementation.

If a determination is made that the employee has not sufficiently progressed during the review period, the employer may provide a last chance agreement.

Should any union employees like to follow a grievance they should refer to the union contract.

# COMPENSATION



## **PAY ADMINISTRATION**

---

HRCTD values high quality work from its employees and is committed to compensating employees for their efforts and results. It is our intent to provide a competitive compensation package that will attract, retain, and motivate employees. It is also our intent that policies and pay practices be administered consistently throughout the organization to ensure internal equity is achieved.

### ***Union Employee***

HRCTD has a union contract that outlines the wages for drivers at HRCTD. The union contract is a negotiated settlement between the union and HRCTD and is typically renewed every three years. Cost of living increases occur when applicable based on the union contract. A new driver will have access to the union contract upon hire.

### ***Non-Union Employee***

Non-Union positions at HRCTD are based on the pay level of current employees performing work of comparable character and based upon factors such as your previous experience, and education. Upon hire, non-union employee receives an offer letter including beginning wage, probationary period, status (e.g. salaried/non-salaried) and eligibility for a wage increase after the probationary period.

Compensation will be reviewed by the direct supervisor and the Executive Director at the end of an employee's probation period. An increase may be recommended based upon performance and skill set.

Each July, non-union employees are also eligible for a cost-of-living increase based on the union contract and merit increase based on performance. Wage increases are not automatic. The Executive Director makes salary recommendations to the Budget Committee and Board of Directors based upon performance reviews.

## **PAY PRACTICES**

---

### ***Paydays***

You will be paid every other Friday.

### ***Payroll Deductions***

Certain mandatory and elective deductions which are made from employee pay are noted on the paycheck stub. The only deductions made are those mandated by law or authorized by you in writing.

### ***Pay Advances***

Pay advances may be available if you meet the payroll processing company's requirements. Employees are encouraged to find other appropriate resources for any financial difficulties.

### ***Delivery of Paychecks***

Your paycheck will be delivered through direct deposit.

### ***Method of Payment***

Your pay statement accessible through HRCTD's payroll processing company will show gross earnings, stipends, deductions, and net salary for each direct deposit.

### ***Employee Withholding Allowance Certificates (Form W-4)***

You are required to furnish the organization with an Employee Withholding Exemption Certificate (W-4) at the time of hire. You may file a new W-4 form any time. When you submit an updated Form W-4, the organization will implement the desired changes by the start of the first payroll period ending on or after the 30<sup>th</sup> day from the submission date. We encourage employees to seek tax advice if they have questions about withholding amounts.

### ***Time Records for Non-Exempt Employees***

The time sheet is a record of time worked and must be filled out daily. It provides a permanent record of time spent on the job, indicating the exact time you worked.

Time sheets should be reviewed carefully for completeness and accuracy at the end of each week, as they will be used to calculate pay. Supervisors will review and approve time sheets each pay period. Time sheets must be completed through HRCTD's timekeeping app. If an error needs to be corrected, a manager/supervisor should be notified. You should never allow someone else to make entries on your time sheet. Willfully falsifying a time sheet will be grounds for corrective action, up to and including termination.

### ***Time Records for Exempt Employees***

Employees designated as FLSA exempt do not fill out time sheets and no deduction of pay will be made for hours worked fewer than their regularly scheduled hours per day, unless authorized by law. However, because HRCTD does have vacation and sick pay benefits programs, if you have earned time in these bank(s), you must use this time (from whichever benefit applies) to cover any time off that is less than your normal workday. Flexibility is allowed if an exempt employee has worked more hours than regularly scheduled in that same work week. Employee should work with direct supervisor and Executive Director as appropriate.

***Dispute Resolution Process for Paycheck Errors***

If you have any questions regarding your pay or feel a manager or supervisor has made a change to your pay that you do not believe is accurate, please contact the Executive Director.

***Final Paycheck***

While we request that you give us at least 10 working days' advance notice prior to departure when resigning or retiring from the organization, if you provide us with at least 48 hours' notice (excluding holidays and weekends) you will receive your final paycheck on the last day worked. If less notice is given, the final paycheck will be provided within five business days (excluding weekends and holidays) or on our next regularly scheduled payday, whichever occurs first. Final paychecks will include all wages earned through the last workday plus payment for any accrued and vested benefits that are due and payable at separation.

# HOURS OF WORK AND WORK SCHEDULES

---

## ***Organization Hours***

The general office hours at HRCTD are 8:00 a.m. to 5:00 p.m., Monday through Friday.

Specific workday and workweek schedules for each employee will be determined from time-to-time by the appropriate manager based on the organization's needs. We will attempt to notify you of any changes in workdays or workweek schedules two weeks prior to the effective date of change. Management reserves the right to modify schedules consistent with the needs of the organization.

The normal workday is 8 hours (this may vary depending on position). The total hours in a normal workweek are 40, Saturday through Friday. If you are a non-exempt employee, you should not begin work before your normal starting time or continue working beyond the normal quitting time without explicit advance approval from your supervisor.

## ***Overtime***

You may occasionally be required to work overtime. Overtime hours will be paid to non-exempt employees at one and one-half times the regular rate of pay for all hours worked in excess of 40 in a regular workweek, or as otherwise required by state and federal laws. Paid time off will not be considered when computing overtime. Your department supervisor must approve any overtime hours in advance or else you may face corrective action, up to termination.

## ***Meal and Rest Periods***

Meal and rest periods will be provided for you according to any applicable state regulations. Supervisors will review these and establish schedules. Non-exempt employees are not permitted to work through a meal period unless approval from a supervisor, in an emergency situation, is obtained before the scheduled meal break. In these situations, the meal period will be paid time.

## ***Lactation***

HRCTD promotes and supports the practice and need for employees to express breast milk on its premises upon their return to work.

Until their babies are 18 months old, employees may take reasonable rest periods to express breast milk. Nursing breaks may be taken concurrently with regular meal and rest breaks, although additional reasonable break time will be made available, as needed. Management and employees will work together to find mutually agreeable hours of work and breaks which support the continuation of expressing breast milk.

If an employee perceives or observes adverse treatment with respect to the expression of breast milk, a supervisor/manager should be informed immediately.

HRCTD will provide a private space with an electrical outlet, within the office building, to express breast milk. This space may vary according to available empty rooms. Check with the Executive Director. Hand washing facilities and a refrigerator will also be available at all sites and appropriate signage for privacy will be supplied.

Employees will be responsible for the storage of the expressed milk. The milk, if stored in the refrigerator provided, must be clearly labeled with the employee's name. To ensure the safety of stored breast milk, it is recommended that the container used to store the milk be sealed in a plastic bag to prevent contamination.

### ***Social and Recreational Activities***

Participation in off-duty social or recreational activities such as organization picnics and holiday parties is entirely voluntary. Participation or nonparticipation will not affect your wages, hours, working conditions, or present or future employment opportunities.

### ***Inclement Weather and Emergency Closures***

Emergencies such as severe weather, fires, power failures, earthquakes, and other natural disasters can disrupt organizational operations. In extreme cases, these circumstances may require the closing of our office.

In the event that HRCTD makes the decision to close the office prior to the start of the business day, the closure will be announced via an organization-wide messaging system from the Executive Director. A closure message will also be recorded on HRCTD's general voice message line. It is the responsibility of each employee to check the organization wide messaging system for an update, if there is any doubt regarding office operations.

If a decision is made to close the office after the business day has already begun, the closure message will also be announced via organization wide messaging system.

Exempt employees will be paid for all absences (full-day or partial day) related to emergency closures.

Non-exempt employees will not be paid for time away from work due to office closure; however, with supervisory approval, available vacation time may be used. Non-exempt employees who have reported to work before the decision to close is made will be paid for time worked, or for the rest of their regularly scheduled shift, whichever is greater.

On days when the office is closed due to inclement weather and emergency closures, you should be aware that if you do come in you may be assigned tasks that are different from your standard job duties, work hours and/or work routes that are different from what you bid. This is because not all routes will be able to run during inclement weather and different priorities (e.g., life sustaining transportation) may be warranted.

## TELECOMMUTE

---

Telecommuting is a flexibility that may be available to some positions within the organization. Telecommute is the planned practice of occasional or intermittent work from a non-organization address. This is most typically the employee's residence.

Telecommuting arrangement requires the prior approval of the Executive Director. Telecommuting may be permissible for some jobs and not all jobs.

Employees are responsible for ensuring a safe work environment when telecommuting. Employees are also responsible to meet the expectation of their job regardless of where the job is done. Supervisors are responsible for monitoring compliance with these types of agreements, relevant policies, performance standards, expectations for work product and productivity, and time accountability.

Any employee who is telecommuting must be available during established work hours and provide timely response to email, phone calls etc. Absences, including unavailability during work hours, must be pre-approved. Employees must account for all time worked. Supervisors may consider an employee's request to alter regular work hours in the same way they would evaluate these requests for a person working at an organization address.

An employees' salary, benefits and insurance coverage does not change as a result of telecommuting.

Employees are responsible for the utilization of HRCTD networks while working remotely in a safe and secure manner as directed by Executive Director.

As mentioned above these are planned arrangements. Employees and supervisors must work together to determine if an arrangement can be made and the details of the arrangement.

### **Information Technology**

Telecommuting employees are expected to be able to set up a remote office and use both organization and their own equipment without direct physical help from organization. While any equipment supplied by the organization will be maintained by or at the direction of organization, employees are responsible for the safe and secure transportation of equipment to and from the office.

Employees are expected to have sufficient telephone arrangements to perform their work and to participate in telephone conferences during agreed-upon work hours.

Employees are expected to have sufficient Internet access if work assignments require use of Web resources in the performance of their duties while working at a remote worksite.

The organization will determine, with information supplied by the employee and the supervisor, what equipment will be supplied for each telecommuting situation. The employee must sign an inventory of organization property and agree in writing to take appropriate action to protect the inventoried items from damage or theft.

All equipment supplied by the organization will be maintained by or at the direction of organization. Equipment supplied by the employee, will be maintained by the employee. The organization accepts no responsibility for damage or repairs to employee-owned equipment.

All equipment and software supplied by the organization are only for organization business and must comply with the organization's security and maintenance policies and practices. Portable equipment must, at all times, have organization authorized security measures installed and running

Employees will notify the organization immediately in the event of a breakdown or other issue with supplied equipment, software or other materials. Employees will follow the organization's direction regarding any necessary repair, update, replacement, etc.

Organization stored on any employee's personal electronic equipment is subject to public records requests and discovery, and to review by the organization at any time.

## **EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT**

---

HRCTD will pay all actual and reasonable business-related expenses you incur while performing your job responsibilities. All such expenses must be pre-approved by direct supervisor before payment will be made.

### **Expense Reimbursement Procedure and Reports**

Requests for expense and mileage reimbursement must be submitted as soon as possible after expense was incurred. Supporting documentation and/or itemized receipts must be provided for each request.

Expense reimbursements will not be paid unless and/or until all itemized receipts are provided or, if lost, a note with a description of the business activity and expense.

### **Mileage Reimbursement**

While in the course and scope of duties on behalf of HRCTD, employees, with their direct supervisors' approval, may use their vehicle for business purposes. Employees are encouraged to follow all rules of the road and drive courteously. For more information regarding insurance in the event of an accident while using your personal vehicle for business purposes please contact the Executive Director. Additional, requirements may apply for eligibility.

When you use your own vehicle for organization business, you will be reimbursed for organization-related business travel at the current IRS determined rate per mile.

In order to recover these costs, an expense report must be signed by you and dated, initialed by your direct supervisor and submitted to the Office Manager for processing according to policy. If you have questions about expense reports and mileage allowances, please ask.

### **Credit Card Payment**

If you use the HRCTD credit card, all receipts must be submitted immediately through the credit card reconciliation process. You must follow the protocol for reconciliation of your statement and submission of documentation as required by the Office Manager.

Employees may expense and/or use a company provided credit card, for business related activities or incidental supplies following IRS guidelines.

### **Overnight Travel and Meal Expense Reimbursement**

If an employee is traveling overnight on a work-related activity, the employee may expense lodging, food, beverage and any incidental expenses that are necessary and business related.

### **Meal Reimbursement Limits**

Meals are reimbursed on actual expenses only, in an amount not to exceed U.S. General Services Administration (GSA) rates for per diem and incidental expenses in the location of the expenditure in the given year.

### **Exceeding meal reimbursement limits**

HRCTD recognizes that there may be certain group meal functions at locations where a conference/training is held where exceeding the meal reimbursement limits may be acceptable.



Such situations should be known in advance and prior approval obtained from the Executive Director.

**Alcoholic Beverages**

HRCTD will not pay for alcoholic beverages and such costs should not be submitted for reimbursement.

**Transportation Expense Reimbursement**

Transportation costs may only be expensed upon prior approval. Transportation costs include such items as airfare, airport parking, hotel shuttles, automobile rental and fuel for such rental.

**Spouse/Guest Expense Reimbursement**

HRCTD will not pay for meals or entertainment of spouses/guest/significant others.

HRCTD expects its employees to use good judgment and reserves the right to deny an expense if, in management's belief, it is unreasonable.

## **PAY EQUITY**

---

HRCTD strives to ensure all employees receive an equitable total compensation package based on a variety of factors relating to their position, job performance, education, and experience. From time-to-time, employees performing work of comparable character may have different compensation levels. Any such differences will be based on HRCTD's objective processes for evaluating an employee's work and one or more of the following factors: seniority, merit, quantity or quality of work, workplace location, regular and necessary travel, education, training, experience, or any combination of those factors. Employees who believe they are not being compensated fairly are encouraged to discuss the matter with Executive Director to obtain clarification.

# **BENEFITS**

## PURPOSE AND POLICY

---

HRCTD strives to provide the most equitable and cost-effective benefits for employees in recognition of the influence benefits have on employees' economic and personal welfare. Paid in various benefit forms on your behalf, the total cost of providing the benefit program is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions, and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to seasonal or substitute employees.

Some benefits may accrue during your new-hire introductory period, but in most cases eligibility to use these benefits will not occur until you obtain regular employee status or meet other conditions of employment specified in the Handbook or contained in the benefit policy/plan booklets.

### ***Benefit Pro-ration***

If you are a regular part-time employee, your benefits are prorated based upon the number of hours you work. Essentially, you accrue vacation and sick leave benefits at a lower rate than a full-time employee because your accrual rate is based on fewer hours.

Discretionary employee benefits not mandated by state or federal law are selected and controlled by HRCTD. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions.

### ***Benefit Design and Modification***

HRCTD reserves the right to design plan provisions and to add, eliminate, or otherwise modify the benefits described in this Handbook or elsewhere in plan documents when it is in the organization's best interest. Consider that changes to benefits may occur at management's discretion prior to making a serious, long-term decision based solely on current benefit offerings.

### ***Benefit Plan Documents***

You'll receive summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents govern. These official documents are available from Office Manager for your review. We ask that you refer any questions about this information to the Office Manager.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or as a result of changes in our business situation or economic conditions. We encourage you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from employment, employees may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in this Handbook apply only so long as the Handbook is current; employees do not have vested rights.

## HEALTH INSURANCE BENEFIT

---

HRCTD currently provides medical and vision insurance coverage for all full-time employees. You will be provided with information about the plan during the onboarding process. Any need for further information should be referred to the Office Manager. HRCTD pays the full premium.

### ***Eligibility***

This benefit is provided for all regular full-time employees. You are eligible to enroll on the first day of the month following the date of hire. Part-time, seasonal, and standby employees are not eligible to participate in the health insurance plan.

### ***Plan Enrollment***

Once you are eligible, you may complete enrollment forms available through the HRCTD's designated online portal. If you don't want to enroll at the time of eligibility and later decide to request enrollment, you will only be allowed to enroll if you can demonstrate that a qualifying event has occurred which qualifies you for a special enrollment period.

The organization pays the full monthly premium for enrolled employees.

Coverage for dependents of employees is also available; however, you are responsible for the full cost of the monthly premium associated with this coverage.

Medical information is covered by HIPAA regulations. HRCTD realizes the responsibility we have to treat your private health information with great care and discretion. We have implemented safeguards to protect this information.

### ***Termination of Coverage***

In the event that you or your dependents lose eligibility to participate in the health plan, you may have the health plan coverage extended for a period of time. Eligibility can be lost due to a prolonged absence from work or if certain "qualifying events" occur that would otherwise cause your or a dependent's group health coverage to terminate. Examples of qualifying events are termination of employment, a reduction in hours, divorce or legal separation, entitlement to benefits under Medicare, a dependent child reaching the age of 26, or a leave of absence. You must notify us or the plan when a dependent child loses eligibility or in the event of divorce or legal separation.

You, your spouse, and dependents may continue group health insurance for a certain period of time at your own expense under COBRA. However, continuation does not occur automatically. You and any dependents have 60 days to enroll in the plan, which starts on the later of **a]** the date the election notice is received or **b]** the date you and any dependent would otherwise lose coverage; you have 45 days to pay the initial premium. Coverage will be retroactive to the date of the qualifying event. You and any covered dependent will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

## DENTAL INSURANCE BENEFIT

---

HRCTD provides a Dental Insurance plan for employees.

### ***Eligibility***

Regular Full-Time employees are eligible for dental insurance coverage on the first day of the month following the date of hire. Part-time, seasonal, and substitute employees are not eligible to participate in dental insurance.

### ***Cost***

The organization pays the full monthly premium for enrolled employees.

Coverage for dependents of employees is also available; however, you are responsible for the full cost of the monthly premium associated with this coverage.

## OTHER INSURANCE BENEFITS

---

### ***Group Life Insurance***

We provide group life insurance coverage for all regular full-time employees. Please refer to specific plan for details. HRCTD pays the full premium.

### ***Opt Out***

An eligible employee who chooses not to enroll in the insurance plan may opt-out of the employer's provided health plan (medical, dental, and vision benefits) and shall receive "in lieu of" payments equivalent to 70% of the actual cost of an employee only medical, dental and vision monthly premium. To be eligible for this benefit employee must have Medicare or medical benefits through a spouse, partner, or parent and is required to sign a written waiver of participation. Medicaid is not a valid health plan.

### ***Funds for Medical Expenses***

HRCTD provides employees a set amount of funds in July of each year for which they can use to offset out-of-pocket medical expenses.

## VACATION BENEFIT

---

All full-time and regularly scheduled part-time employees are eligible for vacation based on the schedule below. Employee begins accrual of vacation time on the first day of employment but are not eligible to use vacation time until the 91st day of employment, unless negotiated at time of hire. A full-time employee must have been on paid status during the entire payroll period to qualify for full vacation accrual for that period, otherwise it is on a prorated basis.

Accrual for part-time employees is on a pro-rated basis calculated on the number of hours worked.

You will earn vacation benefits according to the following schedule:

<b>Years Worked</b>	<b>Full-Time</b>	<b>Part-Time</b>	<b>Standby/Seasonal</b>
0-1	3.09 hours per pay period; maximum accrual of 80.4 hours per year	3.09 hours per 80 hours worked; maximum accrual of 80.4 hours per year	N/A
2-5	3.69 hours per pay period; maximum accrual of 96 hours per year	3.69 hours per 80 hours worked; maximum accrual of 96 hours per year	N/A
6-10	4.61 hours per pay period; maximum accrual of 120 hours per year	4.61 hours per 80 hours worked; maximum accrual of 120 hours per year	N/A
11-15	6.18 hours per pay period; maximum accrual of 160.8 hours per year	6.18 hours per 80 hours worked; maximum accrual of 160.8 hours per year	N/A
16+	6.74 hours per pay period; maximum accrual of 175.2 hours per year	6.74 hours per 80 hours worked; maximum accrual of 175.2 hours per year	N/A
Max Balance	176	176	N/A

Vacation benefits are intended to provide eligible employees with a period of paid rest and relaxation away from work. Accordingly, employees are encouraged to schedule vacations each year, and to use all earned vacation benefits. Accrued and unused vacation benefits shall be paid upon termination of employment, if the employee has successfully completed the employee's designated introductory period (180 days).

Vacation accrual cannot exceed 176 hours. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when you reduce the total to less than the allowed maximum.

Employees who want to use vacation time must request time off at least two weeks in advance so that arrangements for coverage can be made. If your request is made less than two weeks in advance, you must find another employee who is willing to cover your shift before the request can be approved. Requests for vacation time are to be made through HRCTD's timekeeping software and submitted to your supervisor. Please do not assume your request is approved until you receive formal notification from your supervisor. Generally, employees won't be allowed more than two weeks off at a time. We'll try to grant each request, but we cannot guarantee your request will be approved. Vacations for the year will be scheduled as close to the beginning of the calendar year as possible and will be based upon seniority. Thereafter, vacations will be approved on a first-to-apply basis.

Requests will not be approved if someone in your department has already requested to use vacation for that same time period.



## SICK LEAVE

---

HRCTD provides paid sick leave to all employees in accordance with state law. For any questions about sick leave, please contact the Office Manager.

Full-time employees begin accruing sick leave on their first date of employment at a rate of 3.69 hours per pay period, up to a maximum accrual of 360 hours. Less than full-time employees earn sick leave beginning on their first date of employment at the rate of 1 hour for every 30 hours worked up to a maximum accrual of 40 hours of earned sick leave per year and a maximum overall accrual of 80 hours.

Employees may use accrued sick time beginning on the 91st calendar day of employment. Sick time may be used as it is accrued moving forward.

Sick time may be used for an employee's own serious or non-serious illness, for preventative care appointments, to care for an immediate family member with an illness or any other reason in which HRCTD is required to allow the employee to utilize sick leave under state or federal law (including Oregon Sick Time <https://www.oregon.gov/boli/workers/pages/sick-time.aspx>). HRCTD does not allow employees to donate sick time to other employees in need. Unused sick time is not paid out upon separation from employment. HRCTD must be notified immediately if you are sick and unable to complete your responsibilities.

A physician's statement of illness or other acceptable proof of illness may be required for any illness that is for more than 3 consecutive working days. HRCTD may choose to ask for medical verification before the employee has utilized more than three consecutive days if:

- An employee commences sick time without providing notice required by the employer's sick time policy (which may not be more than 10 days' advance notice for foreseeable use of sick time or more notice than is practicable in the event of an unforeseeable use of sick time); or
- An employer has sufficient evidence to suspect that an employee is abusing sick time, including engaging in a pattern of absenteeism, regardless of whether the employee has used sick time for more than three consecutive days.

If an employee had previously requested to use vacation time and the request was denied and then the employee requests to use sick time HRCTD can require a physician's statement of illness. After an investigation if it is found that the employee abused the sick policy corrective action including up to termination may be taken.

Employees who have accrued 80 or more hours of sick leave may either cash it out or convert it on an annual basis as follows:

- If the employee chooses to cash out sick leave or convert it to vacation, it will be paid out/converted at a rate of 25% of the value of sick leave (I.e. 4 sick leave hours are worth one vacation hour or paid hour); or

- If the employee chooses to transfer the sick leave into their retirement account, it will be transferred in the amount of 33.3 percent of the sick leave (i.e. 3 sick leave hours are worth 1 paid hour).

In no event may an employee cash out, convert, or transfer sick leave in an amount that would leave the employee with less than 80 hours of accrued sick leave. Any sick leave cash out, conversion, or transfer must occur during the first full pay period in July of each year, with the employee providing notice to the HRCTD in the preceding month of June.

## PAID HOLIDAY BENEFIT

---

HRCTD observes the following holidays each year and our offices are officially closed on these days:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Fourth of July	

When a scheduled holiday falls on Sunday, it will be observed on the following Monday. When a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.

### ***Eligibility***

All full-time employees will receive 8 hours of regular pay for each holiday. Part-time employees will receive 4 hours of regular pay. The employee must be on paid status both immediately before and immediately after the holiday to qualify for the holiday pay. Seasonal and standby/substitute employees are ineligible for holiday pay.

If an employee works on any holiday observed by the employer, the employee shall either be paid or given compensatory time for all hours worked at 1.5 times the regular rate of pay.

Employees who are on a leave of absence will not receive holiday pay. Employees who are not working due to sickness, illness, or vacation will be paid for the holiday.

## VETERANS DAY HOLIDAY

---

Eligible employees have the option of taking Veterans Day off by requesting it as a holiday during any year it falls on a scheduled work day. This time will be paid.

### Establishing Eligibility

Employees are eligible if they fall within specific parameters outlined by law. Generally, an individual must have been deployed for at least 1 day or must have served on active duty with the Armed Forces for at least 178 days and received an honorable discharge, if no longer a member of the military. Please inquire about additional qualifying circumstances. We may request that you provide documents establishing your eligibility.

### Request Procedure

You must notify your manager or supervisor of your request at least 21 calendar days prior to the holiday. Your manager or supervisor will respond to your request no less than 14 calendar days prior to the holiday.

### Employer Response

Due to situations where providing time off would create a significant economic or operational disruption, or undue hardship would occur, the decision may be made not to allow anyone to take the day off or to allow only the minimum amount of employees to avoid such a situation. If a veteran does not receive time off for Veterans Day, the employee may choose a single day off within the same year with supervisory approval.

## **OTHER BENEFITS**

---

### ***457 Deferred Comp Plan***

Full-time employees who have maintained full-time status for 1 year may participate in the 457 Deferred Comp Retirement Investment Plan. Contributions are made through employee voluntary pre-tax salary deduction. Employees may elect and adjust their contribution amounts as desired, not to exceed the maximums allowed by applicable law. HRCTD will match employee contributions up to 4% of gross wages.

### ***Employee GOrge Pass***

Employees and their spouses/partner and dependents are eligible for a free annual GOrge pass while employed with HRCTD. A dependent is defined as a person who is claimed as a dependent on the employee's federal tax return. Employee will receive initial passes during onboarding. For every year thereafter, employee will receive passes if requested at the beginning of each calendar year. HRCTD management reserves the right to revoke any transit passes that are not used in accordance with HRCTD policies.

### ***DOT Medical Card***

HRCTD will pay for 1 physical exam per year. Any additional exams required to maintain a valid DOT Medical card will be the employee's responsibility. This is on a reimbursement basis.

### ***Employee Incentives Programs***

Currently, three incentive programs have been approved by the Board. These include a Transit Driver Safety Incentive Program, a Foreign Language Incentive Program, and a New Hire Referral Incentive Program.

Any changes, updates or additions to an incentive program or associated policy must also be adopted by the Board. Employees must be made aware of available incentive programs upon hire and then once again each year.

### ***Bonuses***

Bonuses may be provided at the Board's discretion. All bonuses must be approved by the Board through a formal written memo. The memo must outline the reason for the bonus. If multiple employees are receiving bonuses the memo should detail the criteria or formula to be used to provide the bonus amount equitably and how the bonus will be distributed.

# LEAVES OF ABSENCE

## **LEAVE OF ABSENCE POLICY**

---

We realize that our employees may encounter situations that require a temporary short-term or extended absence from work. We offer several different types of leaves of absence for the following purposes:

Family and Medical Leave

Civic Duty

Military Leave

Leave to Donate Bone Marrow

Crime Victims' Leave

Domestic Violence Leave

The type of leave requested may determine which employees are eligible and what procedure should be followed in requesting and obtaining the leave. The effect of the leave on benefit accruals, benefits, and reinstatement rights also varies according to the type of leave you are requesting. Each of these leaves is discussed on the following pages. If you have any questions about your potential eligibility for a leave or your benefits and rights while on a leave, please contact the Office Manager.

## **CIVIC DUTY LEAVE**

---

### ***Jury or Witness Duty Leave***

Employees subpoenaed to serve as witnesses or for jury duty may obtain a protected leave of absence. If we feel that your absence would cause an undue hardship to you or the organization, we may instead request, with your agreement, that jury duty be postponed. You may choose to use your accrued paid vacation or sick time available for voluntary service as a witness or for court appearances you must make as part of your own legal proceedings or lawsuit.

### Length of Leave

Jury or witness duty leave is available for the period of time covered by the initial subpoena or court order and any involuntary extensions.

### Request Procedure

You must notify your manager or supervisor as soon as is practicable after you receive notice asking you to serve as a witness or on a jury so that arrangements can be made to cover your position. You are expected to provide us with a copy of the subpoena or notice within 5 days after you received it.

### Pay While on Leave

You will be compensated for the difference between the civic pay received and your regular rate of pay for up to one week, if you are a non-exempt employee; after that period, you may utilize vacation or sick time if desired. For exempt employees, any partial day or partial week worked will be paid in full; employees are required to remit any jury fees received in connection with their service.

### Status of Benefits

Benefits are not affected by jury or witness duty leaves.

### ***Voting Leave***

We encourage all employees to vote and to take advantage of polling hours before or after work. However, if you are unable to vote outside of business hours, we will work to accommodate you in arranging a time for you to vote.

### Request Procedure

You must notify your manager or supervisor before Election Day if you are unable to vote before or after work and provide a valid reason why voting during those hours is not possible.

### Pay While on Leave

Time off to vote will be without pay for non-exempt employees, unless you have earned hours of vacation time that you can use for that purpose.



## **CRIME VICTIMS' LEAVE**

---

If you or a member of your immediate family suffers financial, social, psychological, or physical harm as a result of a personal felony or an employee is a victim of harassment, under the public offenses statutes, you may be entitled to take protected leave from work to attend criminal proceedings.

### Safety Measures

The company will provide reasonable safety measures, if you are the victim of harassment or a threat of harm that would be expected to cause concern.

### Eligibility

You will be eligible to take crime victims' leave if you have worked an average of more than 25 hours per week for the organization for at least 180 days immediately before the leave would begin.

### Length of Leave

The amount and length of leave time you may take is limited to that which does not create significant difficulty and expense (undue hardship) to the organization. If the organization must limit your leave due to undue hardship, we will notify the prosecuting attorney in the criminal proceeding, who is required by law to notify the court. The court will then take your work schedule into consideration when scheduling the criminal proceedings.

### Request Procedure

You must provide your manager or supervisor with reasonable notice of your intention to take crime victims' leave, and provide copies of any notices of scheduled criminal proceedings that you receive from a law enforcement agency. We will treat such documentation as confidential information.

### Pay While on Leave

Crime victims' leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid vacation or sick time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week, although accrued time must be used.

### Status of Benefits

Benefits are not affected by crime victims' leave.

## **DOMESTIC VIOLENCE LEAVE**

---

An employee who is a victim of domestic violence, harassment under the public offenses statutes, sexual assault, or stalking or whose minor child or dependent is a victim may be entitled to take unpaid protected leave from work.

### Eligibility

All HRCTD employees are eligible to take domestic violence leave.

### Types of Services/Treatment

An employee may take leave to seek legal or law enforcement assistance, to secure medical treatment, to obtain counseling or victim services, to relocate, or to take other reasonable steps to ensure one's own health and well-being or that of a child or legal dependent.

### Length of Leave

The amount of leave taken will be reasonable and that which does not create a significant difficulty and expense (undue hardship) for the organization.

### Request Procedure

An employee accessing this leave provision needs to request time off from a manager or supervisor as much in advance as possible to aid in scheduling. We understand that instances of violence are usually not predictable, and these requests may be made with little forewarning. We will treat any information you share as confidentially as possible.

### Safety Measures

The Company will provide reasonable safety measures, if you are the victim of domestic violence, harassment, sexual assault, or stalking. *Examples of such measures may include transfer, reassignment, modified schedule, unpaid leave, different work phone number or work station, installing new locks, and other accommodations.*

### Pay While on Leave

Domestic violence leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid vacation or sick time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week, although accrued time must be used first.

### Status of Benefits

Benefits are not affected by domestic violence leave.

# FAMILY AND MEDICAL LEAVE (FMLA & OFLA)

---

## Purpose

Our Family and Medical Leave policy allows you to take a leave of absence for your own serious health condition. Leave is also granted for the birth or adoption of a child, for the placement of a foster child, for the care of a child, spouse or registered same-gender domestic partner, parent, parent-in-law, grandchild, or grandparent with a serious health condition and for the care of a sick child with a non-serious illness, military exigency and bereavement due to the death of a family member. This handbook language is intended to outline our practices regarding this leave.

## Eligibility

You are eligible for Oregon specific family leave act as soon as the following requirements are met:

- You have been employed for at least 180 days (26 weeks) or more before the first day of the family and medical leave; and,
- You have worked an average of 25 or more hours per week as of the day before the request for family and medical leave is made. This average is calculated over the 180 days preceding the request for leave. For the purpose of taking leave for the birth, adoption, or placement of a child, there is no hours-worked requirement.
- Rarely, an employee may otherwise be eligible. Speak to the Office Manager for additional details.

You are eligible for Federal specific family and medical leave as soon as the following requirements are met:

- You have been employed for at least one year (12 months weeks) or more before the first day of the family and medical leave; and,
- You have worked an average of 1250 or more hours in the previous year.
- Rarely, an employee may otherwise be eligible. Speak to the Office Manager for additional details.

Some situations, such as military caregiver leave, are covered only by the federal Family and Medical Leave Act. This type of leave requires that an employee worked at least 1,250 hours in the preceding 12 months of employment.

## Reasons for Family and Medical Leave

The following situations qualify for family and medical leave:

- To care for an infant, adopted child, or newly placed foster child under the age of 18, or older than 18 if incapable of self-care due to a mental or physical disability, within 12 months of the event (parental leave);

- To care for a family member with a serious health-condition or your own serious health condition. Oregon covers child, parent, parent-in-law, grandchild, grandparent, spouse, registered same-gender domestic partner, and “in loco parentis” relationships. Federal law covers only child, parent, spouse, and “in loco parentis” relationships. This means an employee may be eligible for 12 weeks under Oregon law and an additional 12 weeks of federal leave in some situations;
- For a pregnancy-related disability or prenatal care, including morning sickness. Employees who have used up their original 12 weeks for a serious health condition related to pregnancy are entitled to an additional 12 weeks leave for any OFLA qualifying purpose;
- To care for a sick child who does not have a serious health condition but requires home care. Employees who use up their original 12 weeks for parental leave are entitled to an additional 12 weeks of sick child leave;
- The death of a family member, which is bereavement leave under Oregon law;
- To care for a qualified family member or “next of kin” as defined under Federal law who is in the military; and,
- A military exigency, which is when a family member is called to active duty. Oregon includes spouse and registered same-gender domestic partners and time when a service member is on leave from active duty; federal legislation includes spouse, sons, daughters, and parents.

### Length of Leave

You may take up to twelve (12) weeks of family and medical leave during a 12-month period. The 12-month period will be measured forward from the date leave begins; a week is defined as your normal work week schedule. If medically necessary, family and medical leave may be taken on a reduced or intermittent schedule. Details of the proposed schedule should be attached to the "Request for Family Leave" form and should be verified by the certifying health care professional on the “Health Care Provider Certification” form, if applicable. In certain situations, you may be eligible for additional leave including pregnant employees, new parents, and employees taking military caregiver leave, for example.

You may be required to provide periodic status reports to the organization while on a family and medical leave.

### Request and Certification Procedure

We recognize that many times the need for family and medical leave can be caused by serious or emergency situations. We will make every attempt to work with you to ensure that you receive all the benefits to which you are entitled; however, you are expected to adhere to our workplace rules and make every effort to communicate your situation to us immediately. So that we can best work with you, it’s important that you complete all requested leave documentation.

In situations where the need for medical leave is known, you must give at least thirty (30) days’ written notice of your intent to take family and medical leave by filling out and turning in the “Request for Family and Medical Leave” form. Failure to provide 30 days’ notice can impact your eligibility and the timing of the leave. Upon submitting the completed leave request, you may be required to provide verification of the need for the leave. Examples of such documentation include a “Health Care Provider Certification” form, deployment orders, adoption papers, a birth certificate, or confirmation of a death.

Requests for family and medical leave for a serious health condition, except parental leave, must be verified by a health care professional by using the “Health Care Provider Certification” form,

which needs to be returned within 15 days of our request. You are required to provide sufficient information for us to determine if your situation qualifies for leave. If sufficient information is not provided, we may request that you provide additional information within seven (7) days. If you fail to return the form at all, your leave request may be denied.

If you are taking family and medical leave related to the birth of a child or to care for a family member with a serious health condition, you may be asked to provide proof of your relationship to this person. Please check with the Office Manager to discuss how best to provide this proof.

In the case of adoption, a legal representative who can attest to the validity of the adoption must verify the request for family and medical leave. In the case of placement of a foster child, a representative of the agency making the placement can verify the request.

Any documentation provided, including medical information provided for either a personal health condition or the health condition of a family member, is kept confidential and only those with a valid business-related reason for knowing any details will have access to any of this information. If you have any questions about how this information will be handled, please contact the Office Manager.

Subsequent medical verification may be requested in connection with an ongoing absence, but not more often than every 30 days. Exceptions exist, however, in situations where:

- Circumstances change significantly from the current certification; for example, the pattern of necessary absences changes;
- Information is received casting doubt on the employee's stated reason for the leave or the continuing validity of the certification.

Additional recertification exceptions may apply in the event your leave is covered only by the federal Family and Medical Leave Act (FMLA).

Lastly, the Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

#### General Provisions

You may use any accrued vacation, sick leave, or other paid leave available to you during the family and medical leave. When this is exhausted, the balance of the leave will be unpaid.

The organization will continue to pay our share of your medical benefits during family and medical leave. You are responsible for paying your share of medical insurance premiums prior to the due date of the premium payment. You may continue other insurance benefits by paying the full cost of the premium for any leave in excess of 4 weeks in duration. Premium payments must be received by the due date or coverage will be discontinued.

### Reinstatement

You are entitled to return to the same or an equivalent job with equivalent benefits, pay, and other terms and conditions of employment at the end of a family and medical leave (OFLA & FMLA). You may be required to present a fitness-for-duty certificate before being reinstated.

Other details regarding family and medical leave are available from the Office Manager.

### Military Caregiver Leave Under FMLA

An extension of our Family and Medical Leave Policy provides a leave of absence for up to 26 weeks to care for a family member who is a covered servicemember or veteran. This leave requires that an employee worked 1,250 hours in the preceding 12 months of employment. Eligibility for this leave is also based upon the specific family relationship and the existence of a certain situation or conditions.

**Family Relationship:** This leave is available for care of your spouse, parent, or son or daughter of any age, or if you are designated as “next of kin” by, or qualify as the nearest blood relative to, the covered family member.

**Qualifying Condition or Situation:** Care for a qualified family member who has a serious injury or illness requiring such care.

You may be required to provide documentation supporting both the required family relationship and the qualifying condition or situation. You will be required to complete and return a certification completed by an authorized health care provider within 15 days. If caring for a covered servicemember, however, a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to a member of your family can be used instead.

# LEAVE TO DONATE BONE MARROW

---

## Eligibility

Employees working 20 or more hours per week are eligible for this leave.

## Length of Leave

An employee may use up to 40 hours of leave which may be taken as paid or unpaid time. In extenuating circumstances, approval to take more time off paid or unpaid may be granted by a supervisor or manager.

## Request Procedure

You must notify your manager or supervisor as soon as is practicable after you become aware that you will be donating bone marrow. You are expected to provide a copy of the doctor's verification for bone marrow donation. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave of absence used before that determination was made will not be affected.

## Status of Benefits

Benefits are not affected by this leave.

# UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

---

Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Re-employment Rights Act and applicable state regulations. The policy covers employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training. These military members, and those with previous or current military service, are protected from discrimination and harassment.

## Eligibility

All employees of the organization except those hired on a brief, non-recurrent basis are eligible for leave.

## Length of Leave

Given that the requirements regarding this type of leave are subject to change, the length of this leave will be administered under the current provisions of all applicable laws at the time of occurrence.

## Request Procedure

You must provide oral or written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

## Pay While on Leave

Military leaves are without pay unless you elect to utilize vacation benefits earned before the commencement of the leave.

## Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, and length of service pay increases, as may be provided by applicable statutes of the United States and the State of Oregon. For any leave extending beyond 30 days, you may maintain health care insurance benefits for up to 24 months while on leave by paying the full insurance premiums.

## Reinstatement

If you are returning from a USERRA leave, you generally must report to work or request re-employment within prescribed time limits, which are based on the length of the leave as follows:

1 to 30 days: You are expected to report to work on the first regularly scheduled work day following the completion of your service and an eight-hour rest period. You will most likely be reinstated to a position you would have held had you not taken leave or to the same position you held prior to the leave.

31 to 180 days: You should submit an application for reemployment no later than 14 days after an honorable release from service unless it is impossible or



unreasonable through no fault of your own. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by HRCTD, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

181 days or  
longer:

You must apply for re-employment no later than 90 days after the completion of satisfactory service, absent extenuating circumstances. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by HRCTD, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

For service of 31 days or more, HRCTD will request that you provide documentation to verify your rights to re-employment, including your separation papers.

Time limits for applications for re-employment are extended for up to two years for disabled veterans, unless extenuating circumstances beyond a veteran's control may warrant another minimal extension beyond that period. Failure to file an application within the required time periods may otherwise result in a loss of the right to re-employment.

# OREGON MILITARY FAMILY LEAVE

---

An employee may be eligible to take leave beginning on the first day of employment, if the employee's spouse/registered domestic partner is notified of an impending call to active duty and when the spouse/registered domestic partner is on leave from deployment.

## Eligibility

You will be eligible to take military family leave if you work an average of at least 20 hours per week for the organization.

## Length of Leave

The amount of leave time available is up to 14 days of unpaid leave per deployment.

## Leave Interaction with the Oregon Family Leave Act (OFLA)

If an employee is also eligible for OFLA, generally at least 6 months on the job and working at least 25 hours per week, this time will run concurrently with OFLA leave, reducing the 12 weeks of leave available in any leave year.

## Request Procedure

An employee accessing this leave provision needs to request time off from the designated manager or supervisor within five (5) days of receiving official notice of an impending call or order to active duty or of a leave from deployment, or as soon as is practicable. Obviously, the more advance notice given, the easier it is to handle scheduling issues. These types of leave situations, however, arise with little forewarning at times.

## Pay While on Leave

Oregon military family leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid vacation or sick time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week.

## Status of Benefits

Benefits are not affected by Oregon military family leave.

# HEALTH AND SAFETY

## EMPLOYEE HEALTH AND SAFETY

---

HRCTD is committed and legally responsible to provide our employees with a safe and healthful work environment while on-site, in the field, and working at an approved alternative location (such as an employee's home). To accomplish this goal, both management and employees must make diligent efforts to promote safety within applicable laws and standards.

We develop and implement safety rules and regulations through our managers and supervisors. This process is ongoing and requires periodic safety audits. Safety audits are undertaken to determine the necessity and feasibility of providing devices or safeguards to make the workplace safe and healthful. We also educate employees about workplace hazards and the proper and safe methods to use in performing job tasks.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing, shoes, and equipment, attending all training sessions offered, and following directions of warning signs, signals, and supervisory personnel.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to you and could subject HRCTD to fines and penalties. No one will be retaliated against for filing a workers' compensation claim in good faith.

Safety rules and regulations will be issued or modified from time-to-time and will be effective immediately upon communication. Rules and regulations will be distributed to you and posted on the employee bulletin board.

If an injury or illness occurs, you are required to:

1. Take remedial first aid actions; seek emergency care if necessary.
2. Report the injury or illness as soon as possible.
3. Fill out the report form and workers' compensation form.
4. Provide your supervisor with a medical release from a doctor.
5. Review the incident with our Operations Manager.

### ***Early Return to Work Program***

Our Return-to-Work program provides guidelines for returning you to work as early as possible after you have suffered an on-the-job-injury or job-related illness. The program is not intended to be a substitute for a reasonable accommodation when an injured or ill employee also qualifies as an individual with a disability.

The Return-to-Work program consists of a team effort by supervisors, employees and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning an employee to productive work. Through this team effort, we hope to help our employees recover and return to full employment as soon as their medical condition permits.

If you are injured on the job and your doctor determines that you are able to perform modified work, the organization will attempt to provide such a job until you are able to resume your regular duties, except were provided as an accommodation for a permanent disability. All modified work is temporary and may be offered at any location or on any shift. If you are offered a modified position that has been medically approved, failure to report at the designated time and place may affect time loss compensation.

A return to work from non-work-related injuries or illness may be covered in the Leave section.

### ***Workers' Compensation Insurance***

If an employee is injured on the job, in most cases the injured worker will be entitled to benefits under the state workers' compensation law. HRCTD carries workers' compensation coverage and will assist employees in obtaining all benefits to which they are legally entitled.

### ***Smoking in the Workplace***

HRCTD is a non-smoking facility. This includes the use of electronic cigarettes and vaping devices. Places outside the office may be designated as smoking areas; smoking is limited to these areas. Please do not smoke or vape within 10 feet of any entrance, exit, window, or air intake device. If any employee has a concern about the areas designated, that individual should speak with the appropriate supervisor.

### ***Employee Right to Know/Hazard Communication Program***

HRCTD provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information, you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not delay in asking your supervisor or Operations Manager.

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

#### Container Labeling

The Operations Manager will verify that all containers received for use will:

- Be clearly labeled as to the contents with a product identifier.
- Note the appropriate hazard warning with a precautionary statement, pictogram, hazard statement, and supplemental information.
- List the manufacturer/supplier's name, address, and emergency phone number.

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each section will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks. For help with labeling, see the Operations Manager.

#### Safety Data Sheets (SDS)

Copies of safety data sheets for all hazardous chemicals that employees of this organization may be exposed to will be kept in the Operations Department. Safety data sheets will be available to all employees in their work areas for review during each work shift. Never use a chemical or

associated machinery if its safety data sheet is not available; you should immediately contact the Operations Manager before using the chemical or the machine containing it.

### Employee Information and Training

Before starting work, you will attend a health and safety orientation and receive information and training about the following:

- An overview of the requirements contained in the Globally Harmonized Hazard Communication System;
- Chemicals present in your workplace operations;
- Location and availability of our written hazard communication program;
- Physical and health effects of the hazardous chemicals;
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area; and,
- How to reduce or prevent exposure to these hazardous chemicals through the use of control/work practices and personal protective equipment.

After attending the training class, you will sign a form to verify that you attended, received our written materials, and understand our policies on hazard communication.

Prior to a new hazardous chemical being introduced into any section of this organization, each employee of that section will be given information as outlined above. The Operations Manager is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

### ***Safety Committee***

The core of the District's comprehensive safety management program is the District's safety committee which consists of management and labor representatives. The goal of the committee is to assist in identifying hazards and unsafe work practices mitigating obstacles to accident prevention and evaluating the District's safety program. The Committee meets Monthly to ensure that the District is:

- Striving to achieve zero accidents and injuries
- Taking reasonable steps to improve safety and health policies and procedures at the district
- Assisting loss control efforts aimed at identifying and mitigating industrial hygiene and/or safety hazards
- Identifying reasonable and appropriate mechanical and physical safeguards
- Conducting reasonable safety and health inspections
- Training workers as needed in safe work practices and procedures
- Identifying and providing personal protective equipment (PPE) as appropriate to specific job tasks, and training employees in proper care and use of PPE
- Using appropriate PPE
- Reporting hazards, unsafe work conditions, and on the job near misses/accidents
- Assisting in the investigation into the cause of on the job injuries, and in the identification of reasonable methods to prevent similar occurrences
- Supervising workers in safe work practices
- Enforcing applicable safe work rules

- Identifying, determining appropriate action, and retraining workers that are not compliant with work safety practices
- Participating in and supporting safety committee activities
- Reviewing the District's safety and health program annually or as needed

***Accident/ Incident Reporting***

Please refer to the procedures outlined in the transit driver policies, procedures and training manual.

## **DRUG AND ALCOHOL**

---

HRCTD has a separate Drug and Alcohol policy document that outlines our policy toward drugs and alcohol in more detail. The Drug and Alcohol policy is provided separately to all employees hired into a safety sensitive position. Employees are required to sign an acknowledgement that they have read and received a copy of the policy.



## **WORKPLACE VIOLENCE**

---

HRCTD recognizes the importance of a safe workplace for employees. A work environment that is safe and comfortable enhances employee satisfaction with work as well as employee productivity.

To foster a safe workplace, this organization specifically prohibits any employee, customer, or vendor from bringing any kind of weapon, knife (other than folding pocket-knife), or firearm on premises. If you have a question whether something may be considered a weapon in violation of this policy, you must ask your supervisor prior to bringing the item onto our premises. Our premises include areas such as personal vehicles parked in our designated parking area.

Situations may occur, despite our best efforts to prevent them, which present a risk of harm to employees and others. All employees have an obligation to report any incidents that pose a risk of harm to employees or others associated with the organization or that threaten the safety, security, or financial interests of the organization. Employees should make such reports directly to the HRCTD.

All information related to the reports, including the name of the reporting employees, will be kept as confidential as possible under the circumstances. We will generally notify the reporting employee of action taken in response to the report.

We may, out of business necessity, conduct an investigation of a current employee when the employee's behavior raises concerns about work performance, reliability, honesty, or potential threat to the safety of co-workers or others. An employee investigation may include investigation of criminal records and a search of the organization's property such as desks, work areas, lockers, file cabinets, voice mail systems, and computer systems.

If an employee is found to have violated any part of this policy, corrective action up to and including termination may occur.

## **EMERGENCY PREPAREDNESS**

---

HRCTD may be subject to major disruptions as a result of occurrences beyond the control of the organization. All employees should exercise good judgment in responding to these events as the situation necessitates. HRCTD will try to provide emergency and limited services during periods of disruptions. The Executive Director shall make the determination to close the organization, suspend activities, or make the organization available for community support.

In the event of potential or actual disruptions that may be weather-related or a result of a catastrophic event such as an earthquake, fire, explosion, or public health emergency, contact the Executive Director.

Compensation of employees will be determined in accordance with all applicable regulations when individual facilities or activities are closed as a result of emergency conditions. Employees not compensated during an emergency-related closure may be able to use available sick and vacation time.

Should a threat to company property or an employee be received, it should be reported immediately to the Executive Director.

# **EMPLOYMENT SEPARATION**

## SEPARATION FROM EMPLOYMENT

---

Separation from employment with HRCTD occurs when you voluntarily resign, are laid off, or are discharged by the organization.

### ***Resignation***

Employment with us is “at-will,” which means you are free to resign at any time, with or without cause or notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of your resignation at least 10 working days before the intended date of departure. For supervisors and management-level personnel, at least 30 days’ notice of a resignation is appreciated.

### ***Job Abandonment***

To maintain a safe and productive work environment, employees are expected to be reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. **If an employee fails to call in or show up for work for 3 consecutive shifts or days, job abandonment and voluntary resignation will be assumed.**

### ***Job Elimination, Reduction in Work Hours***

Our desire is to avoid circumstances that require a reduction in hours or staff, but we also recognize that situations may arise where such reductions are necessary. Depending upon the circumstances, we may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, reducing the workforce, or reducing expenses by other means. Among the factors we will consider in selecting employees for any reduced hours or reduction in force are:

- Your department, location, or job;
- Your job knowledge, skills, and ability to do the required work;
- Your performance, attendance, and safety and corrective action history and records;
- Your possession of licenses, registrations, and certifications required by the job;
- Your creativity and teamwork skills, if required for the job;
- Your demonstrated willingness to work weekends, go the extra mile for the organization, co-workers, and customers; and,
- The efficiency of our operation.

Evaluation of these factors is at our discretion. When we conclude that all the factors are substantially equal, we will reduce the hours of or lay off the employee with the shortest term of service. An immediate supervisor/manager will personally notify employees of a layoff. After explaining the layoff procedure, you will be given a letter describing the conditions of the layoff, such as the effects on benefits, the possibility of reemployment, procedures, and any outplacement services.

If practicable at the time of layoff or upon an employee being placed in an inactive status, we may provide limited re-employment rights for a period of 8 weeks. The order of recall will be determined using the above factors. An offer of re-employment may be made orally or in writing to the last address reflected in your personnel records. It is your obligation to keep us informed

of any changes to your telephone number, email address, and physical address. The offer will identify the available job and the date you are to report to work. If you are not rehired during the period specified, your re-employment rights end; if you decline re-employment or fail to report on the date specified in an offer, you generally waive any re-employment privileges.

### ***Discharge***

Our philosophy and general practice is to provide employees who have completed the initial introductory period of employment with an opportunity to correct minor performance and conduct problems before discharge is implemented.

The organization has a corrective action policy found in this Handbook that describes action management may take, at its discretion, to correct performance infractions prior to discharging employees. The decision to discharge employees is based not only on the seriousness of the current performance infraction, but also on the individual's overall performance record and length of service.

We also believe that our employees should be given an opportunity to be heard in matters involving corrective action, including discharge, and we have provided a formal dispute resolution procedure found on page 13 of this Handbook for that purpose. You are encouraged to use this procedure to resolve any issues you may have that cannot be resolved by consulting with your supervisor.

### ***Exit Interview***

An exit interview may be arranged to give you an opportunity to address unresolved issues before leaving the organization. It also allows us to solicit your opinions about our organization and any suggestions you may have for its improvement. We encourage all employees invited to participate in an exit interview when they separate from employment to do so, and we value all opinions and suggestions we receive in the process.

At the exit interview session, you will be given information regarding your benefit continuation rights and responsibilities and how you will receive your final paycheck.

### ***Return of Organization Property***

Upon separation from employment, either voluntarily or otherwise, you must return all organizational property in your possession. Such property may include credit cards, organization vehicles, keys, ID cards, tools, software, electronic devices, uniforms, this Handbook, and any other items in your possession that belong to the organization.

---

## Employee's Notes

**HOOD RIVER COUNTY TRANSPORTATION DISTRICT  
HANDBOOK RECEIPT ACKNOWLEDGMENT FORM**

As an employee of HRCTD, I acknowledge the following:

I have been given access to the Employee Handbook. I understand that the Handbook contains important information about HRCTD’s policies, work rules, and my benefits. I have both read and understood the information in the Handbook and have asked a supervisor for the clarification of any information I did not understand.

I acknowledge the Handbook is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment, the policies, rules, and benefits described in this Handbook; and that the current Handbook supersedes all prior handbooks, policies, and understandings related to the subjects it contains.

HRCTD’s Board of Director’s are the only persons authorized to approve changes to the Handbook and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

**I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is “at-will” and either the organization or I can end the relationship at any time, with or without reason or notice.** The Executive Director is the only person who has the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

Lastly, I am aware that I may be given confidential information during my employment, including customer lists, proprietary organization plans, and other information. I understand this information is critical to the success of HRCTD and I agree not to disseminate or use it outside of the organization, even in the event of my separation, either voluntary or involuntary.

I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Employee's Name