

Columbia Development Authority

Employee Handbook

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TABLE OF CONTENTS

TABLE OF CONTENTS	1
EMPLOYMENT POLICIES	3
INTRODUCTION	1
EMPLOYMENT RELATIONSHIP	1
EQUAL EMPLOYMENT OPPORTUNITY	1
PROHIBITION OF DISCRIMINATION AND HARASSMENT	2
<i>Prohibited Conduct</i>	2
<i>Sexual Harassment</i>	2
<i>Other Types of Unlawful Harassment</i>	3
<i>Discipline for Violations</i>	3
<i>Retaliation Is Prohibited</i>	3
<i>Reporting Procedures</i>	4
EMPLOYEE RULES AND CONDUCT	6
CONFLICT OF INTEREST	7
Refer to the CDA Conflict of Interest Policy.	7
CONFIDENTIALITY	7
<i>Return of Organization Property</i>	7
STANDARDS OF CONDUCT	7
EXTERNAL COMMUNICATIONS POLICY	8
COMMUNICATION AND SOFTWARE SYSTEMS	8
<i>Electronic Communications Systems</i>	8
<i>Electronic Mail System</i>	8
<i>Computer Equipment Security</i>	9
<i>Mobile Devices, Data Protection, and Remote Wiping</i>	9
<i>Cell Phones While Driving</i>	9
TIME AND PAY	11
PAY PRACTICES	12
<i>Paydays</i>	12
<i>Payroll Deductions</i>	12
<i>No Pay Advances</i>	12
<i>Employee Withholding Allowance Certificates (Form W-4)</i>	12
<i>Time Records for Exempt Employees</i>	12
<i>Final Paycheck</i>	12
<i>Pay Administration and Compensation Decisions</i>	12
HOURS OF WORK AND WORK SCHEDULES	13
<i>Organization Hours</i>	13
TRAVEL, MEALS & BUSINESS ENTERTAINMENT	13
CREDIT CARD POLICY	13
TIME OFF POLICIES	14
HOLIDAYS	15
VACATION	15
SICK LEAVE	16
PAID LEAVE OREGON – INSURANCE	17
<i>Cost</i>	17
<i>Eligibility</i>	17
<i>Length of Leave</i>	17
<i>Reasons for Leave</i>	17

<i>Insurance Benefits</i>	18
<i>Use of Vacation or Sick Leave</i>	18
<i>Notification</i>	18
<i>Job and Benefit Protection</i>	18
<i>Complaints Procedure</i>	18
JURY OR WITNESS DUTY LEAVE	19
OTHER LEAVES	19
HEALTH AND SAFETY	20
EMPLOYEE HEALTH AND SAFETY	21
<i>Modified Duty Return to Work Program</i>	21
<i>OSHA/OR-OSHA Compliance</i>	21
DRUG AND ALCOHOL USE	22
HANDBOOK RECEIPT ACKNOWLEDGMENT FORM	24

EMPLOYMENT POLICIES

INTRODUCTION

This Employee Handbook is a guide to help you understand Columbia Development Authority's (CDA) employment provisions and expectations. The Handbook applies to all CDA employees. This Handbook contains general information and guidelines but is not intended to address all possible situations.

Neither this Handbook nor any other organizational document confers any express or implied contractual right to remain in CDA'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 by CDA or you for any reason, at any time.

The procedures, practices, policies, and benefits described in this Handbook may be modified or discontinued from time-to-time.

This Handbook is not intended to undermine or remove your rights as outlined by the National Labor Relations Board (NLRB). CDA respects your rights to engage in protected concerted activities, which include the right to discuss wages, working conditions, and other terms of employment with your fellow employees, as well as the right to form, join, or assist labor organizations.

If you have any questions about this Handbook or CDA's policies, please ask the Executive Director.

EMPLOYMENT RELATIONSHIP

You and CDA are engaged in an "at-will" employment relationship. Therefore, employment at CDA 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 CDA 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 (or in the case of the Executive Director's employment, the Board Chair). The "at will" relationship cannot be altered, except when in writing and signed by the Executive Director (or in the case of the Executive Director's employment, the Board Chair). CDA will not make and will not be bound by any oral promises concerning the length or terms of your employment.

EQUAL EMPLOYMENT OPPORTUNITY

CDA 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 characteristic

protected by law. All employment requirements mandated by local, state, and federal regulations will be observed through every aspect of employment.

PROHIBITION OF DISCRIMINATION AND HARASSMENT

CDA is committed to providing a work environment that is free from all forms of unlawful discrimination, harassment, and retaliation. CDA prohibits unlawful discriminatory, harassing, or retaliatory conduct by anyone—including employees, supervisors, customers, vendors, or other individuals with whom a CDA employee comes into contact in connection with their employment. Employees with questions about this policy should contact the Executive Director

Prohibited Conduct

CDA prohibits workplace conduct that constitutes discrimination or harassment because of an individual's "protected characteristic," including race (including physical characteristics that are historically associated with race, including, but not limited to, natural hair, hair texture, hair type, and protective hairstyles), color, national origin, ethnicity, citizenship status, religion, sex, gender, pregnancy (including pregnancy- or childbirth-related disability or medical conditions), sexual orientation, gender identity/expression, marital or domestic partnership status, age, military or uniform servicemember status, an expunged juvenile record, physical or mental disability, genetic information, or any other protected characteristic under applicable federal, state, or local law. This policy also expressly prohibits sexual assault, defined as unwanted conduct of a sexual nature inflicted upon a person or compelled by physical force, manipulation, threat, or intimidation. For purposes of this policy, the "workplace" includes when employees are on CDA premises, at CDA-sponsored off-site events, traveling on behalf of CDA, or representing or conducting business, regardless of location, on behalf of CDA.

In accordance with this policy, CDA will not take or tolerate any discriminatory employment action (including, but not limited to, hiring, scheduling, compensation, promotion, disciplinary, or termination decisions) or unlawful harassment against any employee or applicant based on a protected characteristic. CDA also will not take or tolerate any form of retaliatory action toward an employee because they have, in good faith, made a report, filed a complaint, or participated in the investigation of a complaint under this policy.

Sexual Harassment

CDA strictly prohibits, and will not tolerate, sexual harassment or sexual assault in the workplace.

Unlawful sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal, physical, or visual conduct of a sexual nature when:

- submission to the conduct is made a term or condition of employment;
- submission to or rejection of the conduct is used as the basis for any employment-related decision; or
- the conduct has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile, or offensive work environment.

Sexual desire need not motivate the actor for the conduct to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can constitute sexual harassment, regardless of whether the sexual desire motivated the conduct. In addition, conduct

prohibited by this policy includes conduct by an employee of the same or opposite sex or gender, regardless of any involved individual's actual or perceived sex, gender, sexual orientation, gender identity, or gender expression.

Some examples of sexual harassment include, but are not limited to, the following: unwelcome sexual flirtations, advances, or propositions; subtle pressure or requests for sexual activities or favors; graphic or verbal commentary about an individual's body, sexual prowess, or deficiency; leering, whistling, or touching; physical assault; sexual acts; sexually explicit comments, gestures, or jokes; display in the workplace of sexually suggestive objects, posters, cartoons, wallpapers, pictures, videos, music, or other audio recordings. This list is not exhaustive.

Other Types of Unlawful Harassment

In addition to sexual harassment, CDA prohibits, and will not tolerate, any form of unlawful harassment based on any other protected characteristic in the workplace,

Harassment is unwelcome conduct based on any protected characteristic under applicable federal, state, or local law. Harassment includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of a legally protected characteristic of the employee, or the employee's relatives, friends, or associates.

Harassment becomes unlawful when:

- endurance of the offensive conduct becomes a condition of continued employment; or
- the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Some examples of harassment include, but are not limited to, epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on a protected characteristic. Harassment does not refer to occasional compliments of a socially acceptable nature.

Discipline for Violations

Any person found to have engaged in unlawful discrimination, harassment, or retaliation in violation of this policy will be subject to disciplinary action, up to and including immediate termination of employment. CDA may also subject employees, including supervisors, to disciplinary action, up to and including immediate termination of employment, if they fail to report or take prompt and appropriate action to address known or suspected discrimination, harassment, or retaliation in the workplace.

Retaliation Is Prohibited

CDA strictly prohibits all forms of retaliation against any employee for making a good faith report of unlawful discrimination, harassment, or retaliation under this policy. CDA will not take, or tolerate, any form of retaliatory or negative treatment or action against an employee because they made a good faith report or complaint under this policy or participated in any workplace investigation or complaint process. An employee, including a supervisor, who retaliates against another employee for reporting harassment, discrimination, or retaliation under this policy will be subject to disciplinary action, up to and including termination of employment.

Reporting Procedures

Employees should report any actions that they believe may violate this policy no matter how slight the actions may seem. CDA cannot resolve a potential policy violation unless it knows about it. Employees are, therefore, responsible for reporting possible policy violations so that CDA can investigate and take appropriate action if necessary.

Employees must report promptly all concerns of unlawful discrimination, harassment, or retaliation in violation of this policy. Any employee who believes they, or another employee, have been subject to unlawful discrimination, harassment, or retaliation must report the incident as soon as possible. CDA also encourages all employees to document all incidents of unlawful discrimination, harassment, or retaliation as soon as possible.

Due to the serious nature of discrimination, harassment, and retaliation, employees must report concerns to (one of) the individual(s) listed below:

- The Executive Director; or if the complaint involves the Executive Director,
- The Board Chair.

If an employee makes a report to a person listed above and that person either does not respond or does not address the situation consistent with this policy, the employee must report the situation to one of the other persons on the list above to receive complaints. The name and contact information for each of the above-identified individuals will be made available to employees.

Employees may submit a report or complaint orally or in writing, but CDA encourages employees to provide written reports or statements when possible. To the extent possible, employees should include details of the incident(s) (including dates, times, and locations), as well as the names of any witnesses and individuals involved. Upon receipt of a complaint or report under this policy, CDA will provide a reporting employee with another copy of this policy.

CDA takes seriously and will promptly investigate all reports of discrimination, harassment, or retaliation under this policy. CDA will maintain reports, complaints, and investigations under this policy in as confidential a manner as possible. However, CDA cannot promise complete confidentiality because its duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

CDA is committed to taking appropriate action to address and deter prohibited conduct under this policy. If CDA determines that prohibited conduct occurred, it will take appropriate remedial action, which may include disciplinary action against a person found to have violated this policy. However, CDA is not required to take a specific action requested by the reporting employee, if any, and reserves the right to take the action it deems necessary and appropriate in its sole discretion.

Nothing in this policy prohibits employees from filing an external complaint of unlawful discrimination, harassment, or retaliation with the Oregon Bureau of Labor and Industries (BOLI), U.S. Equal Employment Opportunity Commission (EEOC), or court. Oregon law provides that any legal action asserting allegations of sexual assault or discrimination or harassment in violation of ORS 659A.030 (because of race, color, national origin, religion, sex, gender, pregnancy, sexual orientation, gender identity/expression, marital status, age, or an expunged juvenile record),

ORS 659A.082 (because of uniformed service), or ORS 659A.112 (because of disability) must be commenced within **five years** of the occurrence. Other applicable laws may have a shorter time limitation on filing.

As noted above, CDA will not penalize or retaliate against any employee for making a good faith report of harassment, discrimination, retaliation, or other actions that they in good faith believe may violate this policy.

EMPLOYEE RULES AND CONDUCT

CONFLICT OF INTEREST

Refer to the CDA Conflict of Interest Policy.

CONFIDENTIALITY

Non-Disclosure of CDA Records or Information.

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.

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, pagers, tools, software, electronic devices, uniforms, this Handbook, and any other items in your possession that belong to the organization.

STANDARDS OF CONDUCT

CDA believes policies and procedures are essential for the orderly operation of our business. As a result, we have clearly identified performance expectations so that employees behave 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 types of work behaviors considered important to CDA.

1. You are expected to appear on time for scheduled appointments and meetings, and to perform the duties and functions associated with your position.
2. You are expected to regard CDA property with respect and attention. CDA 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.
3. You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by CDA or by outside regulatory bodies.
4. You are expected to conduct yourself in a professional manner. No breach of professional behavior (such as abusive language, harassment, personal business during work time, etc.) will be condoned. This also applies to alcohol consumption when representing CDA in a business or social capacity.
5. You are expected to maintain the confidentiality of organization information or customer information in your possession (*i.e.*, personnel information, trade secrets, etc.).

EXTERNAL COMMUNICATIONS POLICY

Refer to the CDA External Communications Policy.

COMMUNICATION AND SOFTWARE SYSTEMS

Electronic Communications Systems

CDA provides electronic communication systems to maintain superior communications both within the organization and with outside parties. 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), 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 CDA provides are CDA tools and are to be used for business purposes only during business hours. Use of CDA systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

The use of CDA's equipment and systems is not private or confidential. Within the bounds of current and future laws, CDA 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 CDA.

As an employee, you must not permit any proprietary or confidential information of CDA 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.

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 CDA 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 CDA systems must be disclosed to the Executive Director

Computer Equipment Security

Employees are responsible for taking reasonable measures to protect the physical security of CDA computer equipment (such as computers, monitors, external devices) from damage, tampering, loss, and theft. This includes steps such as maintaining equipment in safe and secure locations, not leaving equipment unattended or unlocked in public, use of password protection, limiting exposure to liquids or foods or environmental conditions that could cause damage, etc. Employees may be responsible to reimburse CDA for intentional or negligent loss or damage to CDA equipment if they failure to follow these guidelines, to the extent allowed by applicable law.

Mobile Devices, Data Protection, and Remote Wiping

If you are connected to CDA's server, understand that making this connection via a mobile device may compromise the privacy of certain sensitive information. Confidential electronic information, including personally identifiable information, must be protected to prevent it from being exposed if the device on which the information was accessed is lost or stolen. In order to protect this information, CDA retains the right to delete data and applications from any device that contains the organization's information. ***This right to delete such information may be exercised remotely or on-site if the organization determines such action is necessary to protect confidential, sensitive, or proprietary information. Please understand that in downloading any such information to a personal mobile device, you are consenting to the organization's ability to delete this information at any time.*** This policy covers mobile devices such as smart phones, tablets, laptops, and any similar devices. Please ensure that you regularly synchronize any personal data (e.g., applications, information, photos) to another device/computer for safekeeping, as the wipe command does not differentiate between business and personal information.

Mobile devices should be set to lock after every 10 minutes for security reasons. A PIN-based lockout is required, and the PIN must be given to the Information Technology department.

It is critical that any loss or theft of a mobile device, including laptops, be immediately reported to the Executive Director Security of these devices should always include two (2) levels (i.e., locked in a trunk if kept in a car; locked in a hotel safe, not left out in a hotel room; etc.) of safeguarding. Failure to ensure this minimum level of protection may leave an employee responsible for the cost of the device or loss of company-related information addressed in this policy, and further corrective action, up to and including termination.

Cell Phones While Driving

Any use of a cell phone while driving may present an unsafe condition for the driver, other employees, and the general public. CDA prohibits the use of cell phones while driving, except when hands-free accessories are used. In cases where a cell phone call is necessary, employees must adhere to all federal, state, and local rules and regulations regarding such to help ensure the

safe operation of both CDA-owned and private vehicles. If an employee is using a cell phone while driving and has an accident, any costs, fees, and fines shall be solely the responsibility of the employee.

Regardless of the media or device used, typically information generated or exchanged for the purpose of government work is subject to Public Records laws. While not all information is accessible by the public CDA is required to maintain these records.

TIME AND PAY

PAY PRACTICES

Paydays

You will be paid monthly. Paydays are generally on the 20th of each month. If a payday falls on a Saturday, Sunday, or banking holiday, paychecks will be distributed on the Friday prior to the established payday. If a payday falls on an organizational holiday, you will receive your check on the last workday prior to the holiday.

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.

No Pay Advances

Pay advances are not provided by CDA. Employees are encouraged to find other appropriate resources for any financial difficulties.

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 30th day from the submission date. We encourage employees to seek tax advice if they have questions about withholding amounts.

Time Records for Exempt Employees

Exempt employees are not legally required to record time worked, and in accordance with federal and state wage and hour law CDA will not deduct or reduce an exempt employee's salary if they work fewer than eight hours in a day except as expressly authorized by law. Likewise, CDA will not pay overtime or otherwise increase an exempt employee's salary if they work more than eight hours in a day or 40 hours in a workweek.

However, for internal tracking and contract compliance reasons, CDA requires exempt employees to maintain time records reflecting the days and hours worked, rounded to the nearest quarter hour. Exempt employees should record their time worked daily, with time records submitted on a monthly basis.

Final Paycheck

If CDA terminates your employment, you will receive your final paycheck by the next business day after termination. 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.

Pay Administration and Compensation Decisions

Because pay administration at CDA has a budgetary component, all salary and compensation decisions are subject to Board approval. The Board, in its sole discretion, determines the compensation and any salary adjustments for the Executive Director. The Board, as part of the budgetary process will set a cap on funds available for merit and or cost of living adjustments (COLA) each year. The Executive Director then has discretion to award merit or COLA increases to employees within those amounts during annual reviews.

HOURS OF WORK AND WORK SCHEDULES

Organization Hours

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

The workweek at CDA runs from Sunday at 12:00 am through Saturday at 11:59 pm. Specific workday and workweek schedules for each employee will be determined from time to time by the appropriate supervisor based on CDA's needs. CDA reserves the right to modify schedules consistent with the needs of the organization.

TRAVEL, MEALS & BUSINESS ENTERTAINMENT

As a government entity, CDA is accountable to the public and responsible for managing its resources wisely. Please refer to the Travel, Meals & Business Entertainment Policy for rules related traveling on behalf of CDA.

CREDIT CARD POLICY

Refer to the CDA Credit Card Policy for rules related to credit cards issued to CDA employees and to sign the Agreement to obtain a credit card.

TIME OFF POLICIES

HOLIDAYS

After the first 90 days of employment, employees will receive the following paid holidays:

- New Year's Day,
- Presidents Day,
- Memorial Day,
- Juneteenth,
- July Fourth,
- Labor Day,
- Veteran's Day
- Thanksgiving Day,
- Day after Thanksgiving
- Christmas Eve Day, and
- Christmas Day.

When a holiday falls on Sunday, it will be observed either on the following Monday, or on the legally appointed day, at CDA's discretion. When a holiday falls on a Saturday, it will be observed on the proceeding Friday. To be eligible for holiday pay, an employee must work the full scheduled workday before and after the holiday. If an employee works on any holiday observed by CDA, the employee shall be paid at their regular rate of pay and receive holiday pay.

VACATION

CDA believes that employees should have opportunities to enjoy time away from work to help balance their lives. CDA has established this vacation policy to meet those needs.

Eligibility For Using Accrued Vacation Hours.

Current employees are eligible to use vacation as it is accrued in their banks. Employees will begin to accrue vacation benefits on their first day of employment but must wait for 90 calendar days before they can take vacation time.

Requesting Leave/Employee Notice:

Whenever possible, employees must arrange vacation in advance with the Executive Director, and employees should submit scheduled vacation requests at least 2 weeks prior to the time off. The Executive Director must arrange vacation with the Board Chair. Acceptance or denial of scheduled vacation requests is at the sole discretion of the Executive Director for CDA employees, or the Board Chair for the Executive Director.

Vacation Accrual

Employees will accrue vacation at the rate shown in the table below, up to a maximum of 240 hours. Accruals will not be posted to increase any employee's vacation balance in excess of 240 hours and will be forfeited. Employees on a leave of absence will not accrue vacation.

Years of Continuous Service	Accrual Per Pay Period
0 through 1	3.1 hours
2 through 4	4.7 hours
5 through 9	6.2 hours

10 through 24
25 plus

7.7 hours
9.3 hours

Vacation Carry Over

Employees who have not used all of their vacation hours at the end of the year may carry over their balance to the following year up to a maximum of 240 hours. Hours in excess of 240 will be forfeited.

Vacation After Notice of Termination

A vacation blackout period will go into effect once an employee has given 2 weeks' notice. A resigning employee may request the use of accrued vacation time during this period, but acceptance or denial of vacation requests is at the sole discretion of the Executive Director for CDA employees, and of the Board Chair for requests by the Executive Director. Accrued and unused vacation benefits shall be paid upon termination of employment. Vacation Credits shall not accrue during any unpaid leave of absence.

Notice.

An employee's vacation balance is reported on your pay stub.

SICK LEAVE

Notification of Inability to work

Employees are expected to be able to attend work reliably, predictably, and regularly. Employees who are unable to report to work due to personal or dependent illness or injury must contact their immediate supervisor within two hours of schedules start time. If an employee becomes sick during the day, the supervisor or designee must be notified before the employee leaves work.

Accrual

CDA provides regular full-time employees with 2.0 hours of accumulated sick leave per pay period up to fifty-two (52) hours per year.

Carry Over

Employees may carry over unused sick leave from one year to the next.

Use of Sick Leave Hours for Personal days.

Employees may use up to 16 hours (2 days) annually for personal days. Sick and personal time must be used in a minimum of full hour increments. Employees must have accrued sick hours available to take personal time.

Medical Certification.

If an employee is gone for 3 or more consecutive days, CDA may request a doctor's note to verify the need for sick leave.

Notice.

An employee's sick leave use and accrual balance is reported on your pay stub.

Termination.

An employee's unused sick leave accrual is not paid out upon termination. However, if the employee becomes reemployed with CDA within 180 days, the employee will have access to their sick leave balance at the time of termination.

PAID LEAVE OREGON – INSURANCE

CDA provides a Paid Leave Oregon Insurance plan through the Oregon Employment Department. This insurance is required by Oregon state law and provides paid time off to eligible employees. This is a protected leave. All health-related information gathered by the insurer and organization during this process will be maintained as confidential. Employees will not be discriminated against or retaliated against for using or trying to use this insurance benefit. We encourage each employee to use the combination of time off and benefits that meets their personal needs.

Cost

Employees will see up to 60% of 1% deduction from gross wages for each paycheck. The minimum and maximum, as well as overall costs, of this coverage will be assessed annually by the Oregon Employment Department and may change. We will be provided notice to employees in advance of any change.

Eligibility

Most employees who work in Oregon are eligible to submit a claim. The determination of eligibility will be made by the Oregon Employment Department. If an employee disagrees with an eligibility determination, the employee may use the appeal process outlined in the determination notice.

Length of Leave

The length of leave is part of the determination process. An employee may qualify for up to twelve (12) weeks of leave annually. The annual benefit year begins the Sunday prior to the first use of leave for any reason. The coverage may be approved in intermittent single day use up to a continual twelve (12) week period.

Reasons for Leave

Benefits may apply to a variety of situations, including:

- Family leave
 - During the birth of a child
 - Bonding with a child in the first year:
 - After birth
 - When the child is placed in the employee's home through foster care or adoption
- Employees own serious health condition
- To care for a family member with a serious health condition
- Medical leave - The employee caring for themselves when the employee has a serious health condition
- Safe leave - For survivors of:
 - Sexual assault
 - Domestic violence
 - Harassment
 - Stalking

- Bias Crimes
- Pregnancy Disability Leave (Additional 2 weeks)

A serious health condition is an illness, injury, impairment, or physical or mental condition that: requires inpatient care, poses an imminent danger of death or possibility of death in the near future, requires constant or continuing care, involves a period of incapacity, involves multiple treatments, or involves a period of disability due to pregnancy.

Insurance Benefits

The amount of benefit the employee will receive will be calculated based upon the employee's earnings for the prior year. This will also be part of the determination of coverage process. The minimum and maximum benefit amounts may be adjusted by the Oregon Employment Department annually, and the employee will receive notification before a change occurs. Visit the Paid Leave Oregon website (<https://paidleave.oregon.gov/>) for the current rates.

Use of Vacation or Sick Leave

Employees may choose to use accrued leaves while on PLO. Employees may use up to the amount of hours they are regularly scheduled to work. Employers may not require an employee to use these leave balance(s).

Notification

An employee is required to provide CDA notice of the intention to take leave. For planned events, the employee is required to provide thirty (30) days written notice. For unplanned events, the employee is required to notify the employer within twenty-four (24) hours of the leave and provide written notice within three (3) days. If an employee is incapacitated due to the unplanned event and are unable to meet these obligations, we ask the employee to notify the employer as soon as possible.

Employees will need to establish an account at Frances Online (<https://frances.oregon.gov/>) and file claims electronically. This is the electronic system of record for the Oregon Employment Department. Employees are responsible for submitting the required paperwork and any updates or changes to their claim. CDA is unable to complete the application process on the employee's behalf.

Job and Benefit Protection

If an employee has been employed with the employer for at least ninety (90) days prior to the leave, the employee will be restored to the same position upon their return if the same position exists. If the same position does not exist employees will be restored to a different position with similar job duties and the same employment benefits and pay. This position may or may not have the same terms and conditions.

If, at the time of leave, the employee is receiving health benefits these will be maintained. The employee will be required to pay their portion of all elected benefits premiums while on leave.

Complaints Procedure

Our goal is to solve all concerns at the lowest possible level. We encourage all employees to bring complaints to the Executive Director promptly and in writing.

We understand employees may choose to seek outside assistance to resolve complaints regarding this coverage. Employees may contact the Oregon Bureau of Labor and Industries to file a complaint or may contact an attorney of their choice to determine if a civil action may be appropriate.

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 (but will not require), with your voluntary agreement, that jury duty be postponed. You may choose to use your accrued paid time off available for voluntary service as a witness or for court appearances you must make as part of your own legal proceedings or lawsuit.

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

You must notify your 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 10 days after you received it.

Jury and witness duty leave is unpaid, but you may choose to use available paid time off. Benefits are not affected by jury or witness duty leaves.

OTHER LEAVES

Uniform Services Leave and Reemployment
Unpaid Leave for Victim of Harassment
Bone Marrow Donation Leave

Shall be provided in accordance with state laws.

HEALTH AND SAFETY

EMPLOYEE HEALTH AND SAFETY

CDA is committed and legally responsible to provide our employees with a safe and healthful work environment while 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.

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 CDA 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 the Executive Director (or in the case of the Executive Director, with the Board).

Modified Duty Return to Work Program

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 where 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 Time Off Policies section.

OSHA/OR-OSHA Compliance

CDA strives to comply with all applicable federal and state health and safety regulations applicable to its business. CDA will issue separate safety policies, manuals, and training as applicable.

DRUG AND ALCOHOL USE

The objective of this policy is to provide a workplace and environment that are free from the effects of substance abuse. Furthermore, CDA has a responsibility to our employees, to those who use or come into contact with our services, and to the general public to ensure safe operating and working conditions. To satisfy our drug free workplace objective and meet these responsibilities, we have established a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, we have adopted this Drug and alcohol Use policy.

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- Manufacturing, selling, attempting to sell, using, distributing, or possessing alcohol or other controlled or substances that impair job performance or pose a hazard when use or possession occurs (as a government employer this includes marijuana);
- Reporting for or being at work while impaired by the use of alcohol, drugs, or controlled substances.

If your doctor prescribes over the counter or pharmaceutical drugs, you are responsible for determining if you are able to maintain work performance standards, including safety. If you are not, you must contact the Executive Director (or in the Executive Director's case, the Board) before returning to work.

If you have a problem with substance or alcohol use and wish to undertake rehabilitation, you may be granted a leave of absence for this purpose. It is your responsibility to seek help before the problem adversely affects your work performance or results in a violation of this policy. If you need assistance in seeking this help, you may talk to the Executive Director (or in the Executive Director's case, the Board). No one will be discriminated against for undertaking rehabilitation.

Where we have a reasonable basis to believe that an employee is in violation of this policy, the employee will be required to submit to testing to determine presence of, use of, or involvement with alcohol or drugs. We reserve the right to determine whether reasonable basis exists.

The following definitions apply:

- Reasonable suspicion is defined as specific, describable observations concerning such circumstances as the work performance, appearance including, for example, noticeable odor of an alcohol, behavior, or speech of the employee, or as being involved in an accident on organization premises that results in physical injury or property damage.
- Presence of is defined as any noticeable or perceptible impairment of the employee's mental or physical faculties.

- Controlled Substances are defined as any product causing potential impairment of an employees' mental or physical faculties.
- Over-the-counter drugs are defined as those that are generally available without a prescription from a medical doctor.
- Prescription drugs are defined as those drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Any employee who is found to be in violation of this policy and who refuses to submit to testing, or refuses to cooperate, or attempts to subvert the testing process will be subject to corrective action, up to and including termination.

HANDBOOK RECEIPT ACKNOWLEDGMENT FORM

As an employee of CDA, I acknowledge the following:

- I have been provided a copy of the Employee Handbook. I understand that the Handbook contains important information about CDA's policies, work rules, and my benefits. I have both read and understood the information in the Handbook and have asked the Executive Director 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.
- The Executive Director is the only person authorized to amend 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 CDA 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