

Whatever the question..."

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<u>www.hranswers.com</u> 877-287-4476 Thank you for purchasing this Sample Employee Handbook from HR Answers, Inc. The Sample Handbook is intended for you to use as a guide to create your own Employee Handbook that meets the needs of your particular organization.

Organizations are sometimes reluctant to create and utilize an Employee Handbook, believing they are shielded from liability by operating without one. In practice, however, an employee is more likely to take legal action if they perceive the employer's policies are non-standard, ill-defined, or uncommunicated. An Employee Handbook is the single most important resource to guide employees in how you expect them to behave on the job, and the rules and procedures that will apply to them during their employment with your organization.

If your organization's employment and human resource policies are scattered throughout a series of memos, e-mails, and other documents, it's probably time to create an Employee Handbook. If you already have a Handbook, it may be time to compile a new or updated version. In either case, this Sample Employee Handbook will help you create a comprehensive Employee Handbook that includes sufficient disclaimers and sample language to allow you to institute your policies as stated. Changes in laws and new practices have likely emerged, and it is important to be sure these are incorporated into your new or existing Handbook.

Your Employee Handbook should include, at a minimum, the following components or topics:

- Key employment policies, including an Equal Employment
 Opportunity statement and policies on sexual harassment; drug,
 alcohol, and tobacco use; employment-at-will language; and dispute
 resolution process.
- General working policies, such as dress codes; standards of conduct; expense reimbursement procedures; discipline process; e-mail and Internet use guidelines; use of organization's vehicles; and workplace violence.
- Employment development; performance evaluations; promotional opportunities; and transfer policies.
- Work hours and attendance policies; employment classifications; absence and lateness policies; severe weather and emergency procedures; meals and rest breaks; and overtime.
- Pay periods and paychecks.
- Leaves of absence and time off for holidays, vacation and personal leave; sick leave; funeral and bereavement leave; jury and witness duty; accommodation for members of the military reserve or National Guard; and compliance with the Family and Medical Leave Act.
- Benefits; group health insurance; disability and life insurance; COBRA, retirement; and educational assistance.

- Employment separation; post-employment references; non-compete clauses; and conflict-of-interest policy.
- A detachable Acknowledgement of Receipt of Employee Handbook.

We recommend that you avoid including details about day-to-day life at your organization in your Employee Handbook. The Handbook is not an operations manual with written procedures for every aspect of your operation. It may, however, be helpful to discuss the consequences of breaking workplace rules. If you do so, be prepared to apply those consequences consistently for all employees and be sure to indicate that the rules are not all-inclusive. Also, you may find it necessary to produce more than one version of your Handbook, particularly if you have different classifications of employees or if parts of your workforce are unionized.

Following are some guidelines for utilizing the Sample Employee Handbook to create an Employee Handbook for your own organization:

- Wording in italics and preceded by the word "NOTE:" is instruction or information for the individual authoring the Handbook.
- Language in brackets indicates the need for a decision. The language itself may be optional, or you may need to make a choice from two or more suggestions. For example:

As a new employee, your first {30, 60, 90} days of employment are considered an introductory period.

Select from the bracketed choices, or use other wording appropriate for your organization.

- The Sample Employee Handbook reflects HR Answers' philosophy of promoting positive and open employee communications. In several places, you will note wording (usually in brackets) that states or suggests certain information will be shared with or communicated to employees. If this differs from your organization's philosophy or from its reasonable practice, modify or delete the language.
- Some content or topics may not apply to your organization. Again, these will usually be in brackets, indicating optional language. For example, if your organization is not required to have an Affirmative Action Plan, you may delete the bracketed paragraph in the Equal Employment Opportunity statement.
- Bold parentheses prompt you to insert wording as indicated. For example, wherever
 (Organization Name) appears, remove the parentheses and replace the words
 "Organization Name" with the name of your organization.
- Some regulations apply only to employers with a certain number of employees or in certain states. We have tried to note this where it is applicable so that you can include or delete as noted. In some of these cases we have provided alternatives for you to choose from.
- We have provided sample policies and language on benefits, such as vacation, paid time-off, sick leave, health and dental, etc. Of course, these need to be modified to reflect the benefits offered by your organization.

- The Sample Employee Handbook utilizes an informal "we/you" tone in the Introduction, and moves to a more formal "organization/employee" tone in the policies, rules, etc. You may wish to adjust the tone of your own Handbook to reflect the personality of your organization. Also, you may prefer particular terms such as "client" rather than "customer," or "company" rather than "organization." We suggest you conduct a global search to find and replace certain words or terms with others of your own preference.
- In general, the Sample Employee Handbook is formatted with one policy per page. If you wish to condense your own Handbook overall, you may choose to combine policies on pages.

Remember that the most effective Employee Handbooks reflect their organizations' values and cultures. Make *your* Handbook your *own*, and be sure that every employee receives a copy.

While we have attempted to create a comprehensive sample and guideline, there may be state-specific laws and regulations that are not addressed. This Sample Employee Handbook represents our best, most current HR information and/or advice, but it should not be construed or seen as legal advice, nor can we assume any responsibility for its appropriateness after the date of purchase. We strongly suggest legal review of your Employee Handbook before its implementation and distribution.

This product was developed and provided by HR Answers for your use only. Copying this product either in paper or electronic form for external individuals or organizations is specifically prohibited.

We appreciate your purchase of the Sample Employee Handbook, and hope you find it helpful in creating your own Employee Handbook.

Sincerely,

Laurie Grenya

Laurie Grenya, SPHR Co-President, HR Answers, Inc.



Sample Employee Handbook

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Provided by HR Answers, Inc.

Locations

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This Resource Guide was created in the USA.

We encourage your organization to photocopy portions of this material to support learning and growth within your organization. If you are in human resources or acting as a trainer/facilitator in your organization and you feel certain pages would be relevant feel free to photocopy and distribute page(s). If an organization has retained you specifically to provide training for them, then you may not photocopy these pages without express written permission of HR Answers, Inc. Our policies are fair and supportive, but we request that you ask first. If you are making money from our work, we will ask you to make a reasonable contribution.

We wish to express confidence that the information contained in this resource guide is accurate and up-to-date. However, this should not be considered a substitute for experienced labor and employment counsel.

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INTRODUCTION

WELCOME TO (ORGANIZATION NAME)!

NOTE: The language below is an example of an effective welcoming statement. This entire section should be written and tailored to your particular organization.

We're happy to welcome you to **[Organization Name]** – we're glad you've joined us! We take pride in selecting people such as you to join our organization, and we truly believe you will be a positive addition to our most important asset – our employees.

We hope you will enjoy a productive and pleasant association with us. We have created a work environment, compensation and benefits program, and interactive culture that we believe fosters positive work relationships. We expect that you will enhance the atmosphere by contributing your best efforts in whatever is asked of you.

We believe that you can contribute significantly to our success and want you to share in the growth of our future. We also feel that the best way to help you achieve is to help you understand our organization and your role in it. This Handbook has been prepared as a guide to give you a better understanding of the organization's policies, procedures, and practices. Please familiarize yourself with its contents, and keep it handy for reference.

Our organization 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 or to save unnecessary costs during your employment with us.

Again, welcome to our team. We wish you success in your new position and truly value you and the contribution you make during your employment with us. We sincerely hope you will like it here.

[Signature and Title]

OUR HISTORY

NOTE: This section is optional. If you choose to include it, insert a history of your organization to provide perspective and a sense of "connection" for the new employee.

ABOUT THIS HANDBOOK

This Employee Handbook is a guide to help you understand our employment provisions and expectations. The Handbook applies to all of our employees. It is intended to be a positive document that begins to establish the relationship between us.

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 customers 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 [Designated Department or Position].

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 **[Organization Name]**'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 **[Organization Name]** 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 and share it with your family members so they will also understand your work environment. 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.

(Organization Name) 4 Revision Date:

EMPLOYMENT POLICIES

EMPLOYMENT RELATIONSHIP

You and [Organization Name] are engaged in an "at-will" employment relationship. Therefore, employment at [Organization Name] 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 [President, General Manager, Division Vice-President]. It cannot be altered, except when in writing and signed by the [President, General Manager, Division Vice-President] and you. [Organization Name] will not make and will not be bound by any oral promises concerning the length or terms of your employment.

EQUAL EMPLOYMENT OPPORTUNITY

[Organization Name] 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.

Our organization recognizes same-gender domestic partners, consistent with the law. If you have any questions regarding this matter, please direct them to the [Human Resources Manager, Designated Position].

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, 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 [see page X], or if you witness or suspect any violation of this policy, you should report the matter immediately to the Human Resources Department. (If you do not have an HR department or choose to substitute other positions here, ensure that the designated individuals are trained.) 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.

NOTE: Organizations that are federal contractors or are required to have an Affirmative Action Plan should include the following paragraph:

[Organization Name] has adopted an affirmative action plan that addresses efforts to seek out, hire, develop, and promote qualified members of protected groups (defined as racial minorities, women, the physically or mentally disabled, disabled or other protected veterans, and those 40 years of age and older). This Affirmative Action Plan is on file in the [Designated Department or place].

AMERICANS WITH DISABILITIES ACT

NOTE: Organizations with 15 or more employees are covered by the Americans with Disabilities Act and should have a policy that is included in their Employee Handbook.

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.

[Organization Name] 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 the Human Resources Department.

HARASSMENT

[Organization Name] will not tolerate conduct by any employee that harasses, disrupts, or interferes with another's 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; making religious slurs; using 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 is a form of harassment we have chosen to address in additional detail. Conduct is considered to be sexual harassment if:

- 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 consists 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 **[Organization Name]**. Cell phone use, including text messages and other similar electronic communications, can also be considered harassing behavior.

Each manager/supervisor has a responsibility to maintain a workplace free of any form of sexual harassment. No manager/supervisor 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 (holiday dinners, picnics, sporting events, etc.), 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 **[Organization Name]**, you have the responsibility to immediately report any actions or words from a supervisor, co-worker, vendor, or other individual, 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 management, co-workers, or non-employees such as clients, vendors, or contractors.

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 [Human Resources]. [Designated Position] is 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. (See the section in this Handbook on Dispute Resolution for information on the appeal process).

NOTE: If you provide sexual harassment and discrimination training to your managers/supervisors, you may use the following language in addition to HR: "your manager, or any other management representative with whom you feel comfortable speaking." Also, organizations with 24-hour shifts and remote locations must provide a process that allows immediate reporting of incidents, as immediate supervisors or managers may not be available or may be associated with a complaint.

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. 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.

WORKPLACE BULLYING

While harassment due to a person's protected class is prohibited, so too is inappropriate behavior, 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 they come into contact with courtesy, respect, and professionalism. Further, we require that employees work cooperatively and constructively in resolving issues or problems on-the-job to foster satisfactory working relationships. In that light, bullying or similar disruptive behavior does nothing positive to enhance our working conditions and will not be tolerated here.

[Organization Name] defines bullying as "repeated or one-time behavior, which is inappropriate and which may be verbal, non-verbal, or physical; either direct or indirect; conducted by one or more persons toward a victim(s); and 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. This policy also applies to off-site behavior exhibited by employees that negatively impacts the working relationship.

Bullying may be intentional or unintentional. Where an allegation of bullying is made, the intention of the alleged bully will be considered. The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that [**Organization Name**] will not, in any instance, tolerate bullying behavior. Employees found to be in violation of this policy will be subject to corrective action, up to and including termination.

When determining whether or not bullying has occurred, we will consider the following examples; however, this is not considered a comprehensive list. Any actions that create the same or similar result will also be considered. Verbal bullying can include slandering, ridiculing, or maligning a person; persistent name calling that is hurtful, insulting, or humiliating; using a person as a butt of jokes; or abusive and offensive remarks. Physical bullying can include the obvious, such as pushing or shoving or a threat of physical assault, as well as damage to a person's work area, personal possessions, or property. Other examples of emotional bullying include threatening gestures or glances, which can convey the same message, and excluding someone socially at work.

Additional examples include:

- 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

(Organization Name) 11 Revision Date:

Any [Organization Name] employee who has experienced bullying should immediately report the behavior according to the reporting process outlined in our anti-harassment [or other similar policy named here] policy. All reports will be investigated and addressed. Making false/baseless or malicious complaints of bullying 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, the organization 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 to the [Human Resources Department] for assistance.

Appeal Process

Honest differences of opinion occur, and some situations will require the review or decision of a higher management level. A higher-management review, however, is only intended to occur after you have discussed a situation with your immediate supervisor and a satisfactory solution has not been reached.

If you feel a policy has been inappropriately applied, or you have been unfairly treated or unjustly disciplined by your manager/supervisor, you may present the matter to your [Manager, Supervisor, Designated Position]. That official will review the issue and make a decision. If you are not satisfied with this decision you may present the matter to [Designated Position] for review and settlement. The decision of this individual will be final.

All cases will be reviewed on an individual basis and without regard to precedent.

(Organization Name) 13 Revision Date:

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.

We will always try to select the most qualified person for each available job, favoring existing employees over outside applicants when possible. External recruiting may be initiated concurrently with the internal posting process, but no hiring commitment or decision will be made until the position has been posted internally for a minimum of [five (5)] working days.

[Organization Name] reserves the right to deviate from this policy as it deems appropriate.

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.

NOTE: Some states, including Oregon, prohibit discrimination based on family relationships, while others allow employers to implement policies that will not allow the hiring of relatives. Tailor the wording in this section to the state laws that apply to your organization.

If a job can't be filled from within its department, it will be posted for the entire organization. In order to be eligible to transfer to a different job, you must have [completed a minimum of 1-year tenure in your current position, have completed your initial introductory period, and may not be under any corrective action].

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job classification, schedule, shift, or department. 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.

(Organization Name) 14 Revision Date:

NEW EMPLOYEES, PROMOTIONS, AND TRANSFERS

New Employee Orientation

New employees are expected to attend a thorough orientation within the first week of employment. This helps to ensure positive integration into our operations and helps new employees start a productive and satisfying employment relationship. At the orientation, you will receive detailed information about general policies, procedures, benefits, and basic information on pay and leave policies. Orientation sessions are documented using the New Employee Orientation Checklist, which is signed and dated by you and the person conducting the session and will be kept in your employee personnel file.

Introductory Period

As a new employee, you are hired on a [30, 60, 90] -day introductory period. 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 introductory period, and a decision about your employment status will be made. If you have successfully completed the introductory period, you will be moved to regular status. 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 the [Human Resources Manager, Designated Position]. 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.

Completion of the introductory period does not alter the at-will employment relationship. Employment may be terminated at our will or discretion or by you at any time during or after the introductory period, with or without reason or notice, if either party regards it as necessary or appropriate.

Promotions and Transfer Training Period

If you are promoted or transferred to a new position, you must also complete an introductory period of [30, 60, 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.

(Organization Name) 15 Revision Date:

Credit for Prior Seniority

NOTE: The language in this section will vary from employer to employer.

Employees who are rehired by [**Organization Name**] will receive credit for prior time worked as follows:

• Employees who were separated because of a reduction in workforce will receive credit for prior time worked for the purposes of benefit eligibility if they are re-employed within [one (1) year] after the separation date.

NOTE: It is important to align this with official benefit plan documents.

- Employees who voluntarily resigned from their employment with [Organization Name] will receive credit for prior time worked for the purposes of benefit eligibility, subject to management approval, if re-employed within [six (6) months] after the resignation date. However, a new anniversary date will be established based on the date of rehire.
- All other rehires shall be considered new employees, except where the Employee Retirement Income Security Act may rule otherwise for pension purposes.

NOTE: Oregon small employers with fewer than 20 employees or employers subject to state-based continuation coverage requirements with rehire benefit provisions may wish to use the following statement as an alternative:

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).

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:

Introductory*: Newly hired or promoted employees within the introductory period. New

hires normally earn, but cannot use, benefits. (Note: Evaluate employees for mandatory benefit eligibility. For example, if the probationary period exceeds 90 days, the employee will be eligible to use Oregon Sick Time on

the 91st day, or Washington Sick Leave on the 90th day)

Regular Full-time: An employee who is regularly scheduled to work [30] hours or more per

week. Classification normally is eligible for benefits. (For health insurance

coverage, 30 hours per week is considered full-time.)

Regular Part-time: An employee who is regularly scheduled to work at least [15, 20] but less

than [30] hours per week. This classification is normally eligible for

benefits, but on a pro-rata basis.

<u>Temporary*</u>: An employee who is hired for a specified period of time, usually no more

than six (6) months. This classification is typically not eligible for benefits,

except for those mandated by law.

On-Call*: An employee who does not have a set schedule and works only when called upon.

*NOTE: This category may be eligible for benefits under the Affordable Care Act depending on hours worked.

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 supervisor/manager.

Exempt: An employee who is exempt from the overtime pay and minimum wage

requirements under federal and state laws. Exempt employees include managers, executives, supervisors, professional staff, outside sales representatives, owners, and others who are generally paid a salary and whose 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 [**Designated Position**]. 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.

NOTE: Personnel record access, copying, and is some cases an employee's right to rebut information contained within these records is regulated by some states. Stipulations surrounding the review, copying, and any employee-initiated changes or additions to personnel records you specify in this policy must comply with your state's regulations.

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 [Human Resources Manager/Designated Position]:

- 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

A [Change in Personal Data] form is available for your use in reporting any changes in your personal information.

EMPLOYMENT RELATIONS AND CONDUCT

ETHICS

NOTE: This section will need to be tailored for your particular organization.

We believe in treating people with respect and adhering to ethical and fair practices in business. We expect employees to avoid situations that might cause their personal interests to conflict with the interests of our organization or to compromise our reputation or our integrity. Employees who violate the Ethics Policy or who create an equally detrimental impact on the organization will be subject to corrective action, depending upon the circumstance, up to and including termination.

Conflict of Interest

Employees may not solicit, obtain, accept, or retain any personal benefit from any supplier, vendor, customer/client, or any individual or organization doing or seeking business with [Organization Name]. This means you may not maintain an outside business or financial interest or engage in any outside business or financial activity that conflicts with the interests of the organization or interferes with your ability to fully perform job responsibilities. For example, if job responsibilities include purchasing, or being in a position to influence purchasing, the individual responsible must have no proprietary or financial interest in any business that furnishes products, materials, or services to the organization or in any related transaction. An employee may not benefit directly or indirectly from a third party who furnishes products, materials, or services to the organization either.

Misrepresentation

As an employee, you should consider how you represent [Organization Name] in your transactions and interactions. You should be careful not to misrepresent the organization's policies, practices, procedures, or prices, or misrepresent your status and authority to enter into agreements. You should also avoid using the organization's name, likeness, facilities, assets, resources, or the authority of your position with the organization for personal gain or private interests.

Gratuities/Gifts

No employee may receive, give, pay, promise, or offer to our customers anything of value, whether cash or any other property, to secure or appear to secure preferential treatment. This includes any form of gratuity to or from employees of our customers or members of their families.

NOTE: If appropriate to the organization, include the following statement:

The following exceptions to this policy may be permitted, but you must have supervisor approval in advance:

- Purchase of business meeting meals
- Gifts of food or other consumable products offered to the entire work group during the holiday season when rejection of the gift would damage business relationships

(Organization Name) 20 Revision Date:

Outside Employment

While employed at [Organization Name], you may not engage in outside employment that conflicts with the nature of the organization's business, competes with the organization, or that otherwise interferes with your ability to perform according to established standards of performance and work rules. Additionally, you may not work at an organization that conducts business with [Organization Name]. During hours you are scheduled to work for [Organization Name] or use company equipment for such purposes, you may not conduct any business connected with outside employment.

Off-Duty Conduct

Generally, we regard off-duty activities of employees to be their own personal matters. However, certain types of off-duty activities concern us because of the potentially negative impact on the organization's reputation within the communities we serve. Therefore, employees who engage in or are associated with illegal or otherwise harmful conduct (*i.e.*, that which adversely affects the organization, its public image, or their own ability or credibility to carry out employment responsibilities) may be subject to corrective action, up to and including termination.

Solicitation and Bulletin Boards

To make sure employees aren't disturbed or interrupted while on work duty, we have established the following non-solicitation policy:

Individuals who are not employed at the organization may not solicit our employees or distribute literature on organization property at any time.

If you wish to solicit or distribute literature to other employees by or on behalf of any individual, organization, club, or society, you may do so only during times when you are on a rest or lunch break. You may solicit or distribute literature only to those employees who are also on a rest or lunch break. The distribution of literature in work areas is prohibited at all times, but you may place it in established break areas or lunchrooms.

Obscene, profane, or inflammatory items and political advertisements or solicitations are strictly prohibited.

You may not solicit, expect, or accept contributions from vendors, clients, or anyone doing business with the organization.

You may not sell merchandise or collect funds of any kind without prior approval from the [Human Resources Manager, President, Designated Position].

We use our organization bulletin boards to keep you up-to-date and to post notices and information required by law. We also use them to announce activities and other items of interest to employees. We ask that you check the bulletin board regularly to obtain information that may be important to you. Bulletin boards are to be used only for posting or distributing notices or announcements of a business nature that apply equally and are of interest to all employees or are directly concerned with organization business.

CONFIDENTIALITY

Organization and Customers

At [Organization Name], 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 **[Organization Name]**, except in the ordinary course of performing duties on behalf of **[Organization Name]**. 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

[Organization Name]'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.

Organization-assigned information, which may include organizational charts, department titles and staff charts, job titles, 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 [Human Resources Manager, Designated Position]. The [Human Resources Manager, Designated Position] 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 (Organization Name)

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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

[Organization Name] 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 [Organization Name].

- 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.
- You are expected to regard your workplace with respect and attention. [Organization Name] 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 [Organization Name] or by outside regulatory bodies.
- 4. 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 **[Organization Name]** 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.).
- 6. 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 [X] of this Handbook.

(Organization Name) 24 Revision Date:

WHISTLEBLOWER PROTECTIONS

[Organization Name] encourages any employee with knowledge of an illegal or dishonest company activity to report it to the [Human Resources Manager, Designated Position]. 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 [Human Resources Manager/Designated Position].

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 [Human Resources Manager/Designated Position]. 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. [Organization's Name] 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 [Human Resources Manager/Designated Position] 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 **[Human Resources Manager/Designated Position]** who is responsible for investigating and coordinating corrective action.

(Organization Name) 25 Revision Date:

DRESS CODE

Employees contribute to the atmosphere and reputation of [Organization Name] in the way they present themselves. A professional appearance is essential to a favorable impression with [customers, clients]. Good grooming and appropriate dress reflect employee pride and inspire [customer, client] confidence.

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. A reasonable standard of dress rules out overly-revealing clothing, tank tops, halter-tops, or any extreme in dress, accessory, fragrance, or hairstyle.

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

Body piercing jewelry and body art that does not convey a professional image should not be visible.

Management may make exceptions to the Dress Code for special occasions. An employee unsure of what is appropriate should check with the designated manager or supervisor.

Business casual dress will be permitted on Fridays, except during specified periods when casual days may be suspended. Business casual is defined as follows:

Casual shirts: All shirts with collars. This will include shirts and blouses, golf and polo shirts.

<u>Inappropriate</u>: T-shirts, shirts with inappropriate slogans, tank tops, muscle shirts, and crop tops. T-shirts may be approved and provided for specific events only.

Pants: Casual slacks and trousers. Jeans must be without holes, frays, etc. and may be worn on Fridays only.

Inappropriate: Shorts, except for walking shorts on Fridays.

Footwear: Depending on the department, athletic shoes may be worn on Fridays only.

Inappropriate: Athletic sandals, flip-flops.

Some departments may require specific guidelines. People who need to leave work to change clothes for meetings must utilize personal time or vacation time. If you are meeting clients, business dress is always appropriate. These policies may be changed as fashion trends in clothing for the business world change.

(Organization Name) 26 Revision Date:

COMMUNICATION AND SOFTWARE SYSTEMS

Electronic Communications Systems

[Organization Name] 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 **[Organization Name]** 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 the organization's [**Designated Position**].

Organization-owned Personal Computers

To protect the integrity of our systems, all software used on our computers must be registered with the **[Designated Position]**. Personal or downloaded software may only be installed after written authorization from that individual. A virus check of all such software must be made immediately before it is installed on any organization computer. A virus check must also be conducted on any electronic devices originating from or used on any computer outside of the organization prior to its use with an organization-owned computer. The copy or transfer of organization-owned software may occur only with the written authorization of **[Designated Position]**.

Laptop Security

All staff that are issued laptops and other computer-related equipment will be given a copy of **[Organization Name]**'s computer-related equipment guidelines. These guidelines include security precautions and procedures as recommended by **[Organization Name]**.

Laptops and other applicable equipment will only be replaced by the company if the laptop and other equipment were secured by two anti-theft devices at the time they were stolen. For example, a computer camera stored in a locked cabinet within a locked office; a laptop locked in a safe in a locked motel room; a laptop secured in a locked drawer within a locked residence. An exception applies for a laptop or equipment taken during an assault situation.

In other situations, a deductible will apply to lost or stolen laptops and computer equipment. Employees should always follow company guidelines in safeguarding equipment. If an employee has followed these recommendations, the laptop and other equipment will be replaced. If the employee has not, however, the (manager, supervisor) has the option of paying the deductible or, for example, having the laptop replaced with a personal computer.

Mobile Devices

Allowing Remote Wipe Provisions/Data Liability

If you are connected to the organization'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, the organization 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 sync 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 [two (2), five (5), 10, or other designation] minutes for security reasons. A PIN-based lockout is required and the PIN must be given to the Information Technology department.

Obviously, it is critical that any loss or theft of a mobile device, including laptops, be immediately reported to **[designated position]**. 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.

Use of Internet, VPN (Virtual Private Network), and Commercial Online Systems
Although [Organization Name] recognizes that the Internet may have useful applications to our business, you may not engage in Internet use without prior written approval from [designated position] and unless a specific business purpose requires such use. Absent such approval, you may not access the Internet using our computer systems at any time or for any reason.

Also, management approval is required before anyone can post any information on commercial online systems, the VPN, or the Internet. Any material not owned by [Organization Name] that will be posted must have received all proper copyright and trademark permissions from its originators prior to approval. For newly generated material, an employee should obtain copyright and trademark designations, as appropriate, prior to posting any content; the posted content should include copyright and trademark notices. Absent prior approval to act as our official representative from [Organization Name], you must include the following disclaimer with any information you post: "Views expressed by the author do not necessarily represent those of [Organization Name]."

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 [Organization Name] products 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. [Organization Name] 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.

Posting

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.

Ownership of Social Media Accounts

[Note: While many employers do not have an interest in "owning" the social media accounts of employees, there may be situations where such ownership/control may be important in protecting

the information and reputation of the organization. In such cases, language such as the following should be utilized to evidence such ownership intent.]

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 [Organization Name], 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.

Telephone Usage

[Organization Name] 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 telephone, including charging long distance calls to the organization, will result in corrective action, up to and including termination.

Voice Mail System

The voice mail system at **[Organization Name]** is the property of the organization and is provided for use in conducting organization business. All communications and information transmitted by,

Name]. The voice mail system is to be used for business only; use of the system for personal purposes is prohibited. You have no right to personal privacy in any matter stored in, created, received, or sent over the voice mail system. **[Organization Name]**, in its discretion as owner of the voice mail system, reserves the right to monitor, access, retrieve, and delete any messages stored in, created with, received by, or sent over the system for any reason and without employee permission. You are not authorized to retrieve or listen to any voice mail messages that are not sent to you. Any exception to this policy must receive prior approval from **[management officials with authority to waive the policy]**.

Cell Phones

Where job or business needs necessitate immediate access to an employee, the organization may provide/require a business cell phone for work-related communications. This phone is provided for business use only. Business cell phones are not to be used for purposes not related to work. Keep in mind that cell phone internet usage, phone records, voice mail, and text messages are not private and may be accessed. If an organization-provided phone is used for personal business, any phone charges incurred by an employee related to the personal usage will be the sole responsibility of the employee.

Personal calls during the workday using personal cell phones can be distracting to others and can interfere with employee productivity. Use of a personal phone for any reason should therefore be limited to breaks and lunches.

Any use of a cell phone while driving may present an unsafe condition for the driver, other employees, and the general public. The organization [strongly discourages, 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 organization-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.

[Option: Employees should not use handheld cell phones for business purposes while driving. Should an employee need to make a business call while driving, a lawfully designated area to park should be located and the individual should pull over to make the call. Employees may use handsfree cell phones to make business calls, but only in emergency situations. Such calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather, unfamiliarity with area), the employee should locate an appropriate area to pull over to continue the call.]

PERFORMANCE MANAGEMENT AND REVIEW

To establish a meaningful performance evaluation system upon which **[Organization Name]** can continuously monitor the effectiveness of organizational operations and employee performance, all employees will receive regularly scheduled formal performance evaluations **[annually]**.

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

- Ensure that employees know their individual performance against established performance standards:
- Determine how well the organization is doing in assisting employees with work performance and meeting 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.

NOTE: Since the handbook language often sets an expectation of certain actions (i.e., can create an obligation), please understand the following verbiage is illustrative of a manager or supervisor's responsibilities. This language should be edited to conform with your process or culture.

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 [Organization Name] 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 other disciplinary actions.

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

Corrective actions taken at the discretion of management may include **any** of the following:

- Verbal counseling with you, which will be confirmed in writing by your supervisor and placed in your personnel 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.
- 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.

(Organization Name) 34 Revision Date:

COMPENSATION

PAY ADMINISTRATION

[Organization Name] 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.

Your pay as a new employee is established based on the pay level of current employees performing work of comparable character and based upon factors such as your previous experience, education, and skills. This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

NOTE: This language will need to be consistent with the equal pay laws in your state or applicable federal equal pay regulations as well as the decisions your organization has made.

Pay Increases

It is [Organization Name]'s policy to reward you with increases in pay for dedication in your work, extra effort, and contributory performance. Management does not award increases on an automatic basis or at preset intervals. Your supervisor/manager will determine if an increase is warranted at the time of your performance review; factors considered will include [performance evaluation factors]. Recommended increases are not effective until approved by both the next level of management and [Designated Position].

Because information about your rate of pay and any increases is sensitive and personal, we ask that you exercise discretion and care regarding the discussion of these matters.

[Optional: In years the company achieves certain levels of success, discretionary bonuses may be awarded using an equitable process to determine award amounts.]

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PAY PRACTICES

Paydays

You will be paid [every two (2) weeks/monthly/weekly]. Paydays are generally [on the 15th and last day of each month/on the first and third Monday of the 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.

Pay Advances

Advance payments of salary may be granted in emergency situations but must be approved by an immediate supervisor and the [**Designated Position**]. Each request for an emergency draw will be reviewed individually. Employees are generally encouraged to find other appropriate resources for any financial difficulties, however.

In order to receive approval, emergency draws cannot exceed an amount equal to the hours accumulated at the time of the request, less any funds required for voluntary and involuntary deductions; advances may never exceed an employee's net salary for the pay period. The amount of any pay advance will be withheld from the employee's paycheck covering the pay period the wages were drawn against.

NOTE: If appropriate, the following alternate language may be used in place of the above (requires management decision):

Pay advances are not provided by the organization. Employees are encouraged to find other appropriate resources for any financial difficulties. [If you have an Employee Assistance Program which offers some form of financial counseling, you may wish to reference contact information here]

NOTE: You may wish to add language regarding deductions from final pay. Please check your state law regarding any such deductions, as regulations vary.

Delivery of Paychecks

Your paycheck will be hand-delivered to you each payday; paychecks will not be delivered to anyone else without your written request.

Method of Payment

A statement showing gross earnings, deductions, and net salary will accompany each paycheck [or notice of direct deposit]. Employees are normally paid by direct deposit, [but you may request payment by check instead by opting out].

NOTE: Some states require employers to give employees a choice between direct deposit and payment by check. Check your state regulations before requiring one method of payment over another.

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 Non-Exempt Employees

The time card/time sheet is a record of time worked and must be filled out **[daily/weekly]**. It provides a permanent record of time spent on the job, indicating the exact time you worked. Each non-exempt employee will be issued a time card at the start of the pay period.

Time cards 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 initial time cards each pay period. Time cards must be completed [in ink/by time clock/via computer]. If an error needs to be corrected, the time card should be taken to the manager/supervisor for appropriate action. All manual entries or corrections must be made, reviewed, and initialed by the supervisor or other appropriate management member. Time cards should be reviewed, signed, and turned in at the end of the pay period. Your signature on the time sheet each pay period verifies that the times and dates are true and accurate to the best of your knowledge. You should never allow someone else to make entries on your time card. Willfully falsifying a time card will be grounds for corrective action, up to and including termination.

Time Records for Exempt Employees

Employees classified as exempt do not fill out time cards and no deduction of pay will be made for hours worked fewer than eight (8) hours per day, unless authorized by law. However, because [Organization Name] does have [paid time off, vacation, sick pay] benefits programs, if you have earned time in these bank(s), you must use this time first [from whichever benefit applies] to cover any time off that is less than your normal work day.

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 [Human Resources Manager or Designated Position].

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.

NOTE: Final paycheck distribution is regulated by most states. Time limits that you specify in this policy must comply with your state's regulations, if any.

HOURS OF WORK AND WORK SCHEDULES

Organization Hours

The general office hours at [Organization Name] 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. The total hours in a normal workweek are [40, 37.5, 35], [Monday through Sunday or another specified 7-day workweek]. 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 (1.5) 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 (Federal)

[All employers covered by the FLSA are mandated to provide reasonable unpaid breaks and private spaces for non-exempt employees with children up to 12 months old to express breast milk. An exception exists for employers with fewer than 50 employees, if such accommodations would impose an undue hardship. Ensure that you are providing the greater benefit if your state has regulations regarding the expression of breast milk.]

[Organization Name] 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 12 months old, employees may express breast milk as necessary during reasonable break periods. Management and employees should work together to find mutually agreeable hours of work and breaks which support the continuation of expressing breast milk; nursing breaks may be taken concurrently with regular meal and rest breaks. Employees [have the option to, are required to] come in early or stay late to make up any extra break time taken.

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

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[Organization Name] will provide private space with an electrical outlet in the office building or work area to be used for the expression of breast milk. This space may vary according to available empty rooms. Check with the [Receptionist, Designated Position]. 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.

NOTE: Since breast milk is a bodily fluid, and as such, could harbor certain communicable diseases, it is important it be labeled with the employee's name.

Lactation (Oregon Employers with 25 or More Employees)

[Oregon employers with at least 25 employees are mandated to provide breaks and private places for the expression of breast milk to employees with children up to 18 months old, unless doing so would cause undue hardship. Such employers are likely also covered by federal requirements.]

[Organization Name] 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 of no less than 30 minutes during every four-hour work period (or major part thereof) 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 required. Management and employees should 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.

[Organization Name] 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 [Receptionist, Designated Position]. 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.

NOTE: Since breast milk is a bodily fluid, and as such, could harbor certain communicable diseases, it is important it be labeled with the employee's name.

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 [Organization Name] makes the decision to close the office prior to the start of the business day, the closure will be announced via an organization-wide email from the [Designated Position, Human Resources Manager]. A closure message will also be recorded on [Organization Name]'s general voice message line. It is the responsibility of each employee to check e-mail and call the voice message line (or other point of contact) 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 e-mail (or other method).

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 **[PTO, vacation, personal 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 a minimum of two (2) hours, whichever is greater.

EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT

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

Expense reports must be supported by proofs of purchase, *e.g.*, receipts. Expense reports are due to the [**Designated Position/Department**] within [**five (5), 10, two (2)**] days following the end of the month.

Mileage Reimbursement

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 supervisor/manager, and submitted to the [Accounting Department, Designated Position/Department] for processing according to policy. If you have questions about expense reports and mileage allowances, ask your supervisor.

You assume liability for your vehicle when you use it for business purposes. All employees who want to use their personal vehicles for organization business must sign statements verifying that they have a current driver's license and the minimum vehicle liability insurance required by state law. This insurance will be primary.

PAY EQUITY STATEMENT

[Organization Name] 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 [Organization Name]'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 [Management, Human Resources] to obtain clarification.

(Organization Name) 42 Revision Date:

BENEFITS

PURPOSE AND POLICY

[Organization Name] 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 temporary or on-call 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 and Employee Cost Sharing

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 **[Organization Name]**. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. When costs of discretionary insurance benefit plans exceed the organization's interest in or ability to pay the full premium, we will require you to share in the cost of your coverage.

Benefit Design and Modification

[Organization Name] 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 [Designated Position] for your review. We ask that you refer any questions about this information to the [Benefit Plan Administrator, Human Resources Department, Designated Position].

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.

(Organization Name) 44 Revision Date:

HEALTH INSURANCE BENEFIT

[Organization Name] currently provides health insurance coverage for all employees and their dependents if they are otherwise eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the [Human Resources Manager, Designated Position].

Eligibility

This benefit is provided for all regular [full time/full- and part-time] employees. If otherwise eligible, you may begin to participate in the plan after you have completed [30, 60, 90] days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of [30, 60, 90] days of employment. [Part-time, temporary, and on-call] employees are generally not eligible to participate in the health insurance plan.

NOTE: Employers may need to consider equal pay laws and regulations when determining benefits provided to different groups of employees.

Plan Enrollment

Once you are eligible, you may complete enrollment forms available through the **[Designated Department]**. 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.

NOTE: Choose all statements below that apply and revise according to your plan costs/requirements:

The organization pays the full monthly premium for enrolled employees.

The cost of the monthly premium for enrolled employees is shared between our employees and the organization. **[Organization Name]** contributes **[percentage amount]** of the monthly premium and you are required to pay the remaining **[percentage amount]**.

If you are a regular part-time employee, you will receive a proportionately smaller organizational contribution to your insurance premium.

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

Insurance coverage for your dependents is also available. The organization provides assistance with the cost by contributing [percentage amount] of the monthly premium.

An eligible employee who chooses not to enroll in the insurance plan is not entitled to any other form of compensation in lieu of coverage and is required to sign a written waiver of participation.

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

(Organization Name) 45 Revision Date:

Premium Cost

Specific types of coverage and benefit payment schedules are described in the organization's health care plan booklet that is available to all eligible employees. At the time of eligibility and during open enrollment each year, you will be informed of how much the organization will contribute toward your monthly premiums if you are eligible to participate in the plan. Premium rates are established by the insurance carrier and are subject to change, usually based on increased costs to provide medical services and the amount of services our employees require.

Any premium co-payment and dependent coverage you are required to pay is funded through a monthly payroll deduction. [Organization Name] determines the payroll deduction schedule.

Termination of Coverage (Employers with 20 or more employees)

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.

Termination of Coverage (Oregon employers with fewer than 20 employees)

In the event that you or your dependents lose eligibility to participate in the health plan, you may have the option of extending your health plan coverage for a period of time under the continuation coverage provided for by state law. Eligibility can be lost if certain "qualifying events" occur that would otherwise cause your or a dependent's group health coverage to terminate. Examples of qualifying events include termination of employment, a reduction in hours, death of the covered employee, divorce, entitlement to benefits under Medicare, and a qualified beneficiary losing dependent child status.

You, your spouse, and dependents may continue group health insurance for up to nine (9) months at your own expense if you were enrolled in the plan for at least three (3) months. However, continuation does not occur automatically. You must elect coverage within [insurer's required response time] or you and any dependent will lose the right to state continuation coverage. Payment of the premium must then occur within a specified timeframe [or insert insurer's specific requirement] for coverage to continue. You and any covered dependent(s) will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

[Option: If your insurer's response time is not more generous than the minimum timeframe required by law, an employer should instead state that an employee must notify (Organization Name and/or the insurer), in writing, within the later of a) ten (10) days after the date of eligibility or b) ten (10) days after being notified by the insurer of eligibility.]

Portability/Conversion of Health Plan

If you've been continuously covered under our group medical insurance policy for at least 180 days and your employment with us ends, you may be eligible to convert to an individual policy with our insurance carrier. You may request this portability coverage before, during, or at the end of the benefit extension period described above. However, you must apply for portability coverage from our insurance carrier within 60 days after your group coverage ends. Please contact the insurance carrier for more information about this coverage.

DENTAL INSURANCE BENEFIT

[Organization Name] provides a Dental Insurance plan for employees.

Eligibility

Employees regularly scheduled to work [20, 30] hours or more per week are eligible for dental insurance coverage on the [first day of the month following the date of hire, first day of the month after 60 days of employment, 90 days after employment, etc.]. [Part-time, temporary, and on-call] employees are not eligible to participate in dental insurance.

Cost

At the time of eligibility and during open enrollment each year, you will be notified of how much the organization will contribute towards monthly premiums.

Employees may enroll dependents in the dental care plan, but must pay [all, part] of the premium costs associated with this coverage, which will be deducted from the employee's paycheck.

NOTE: Employers may need to consider equal pay laws and regulations when determining benefits provided to different groups of employees.

OTHER INSURANCE BENEFITS

Group Life Insurance

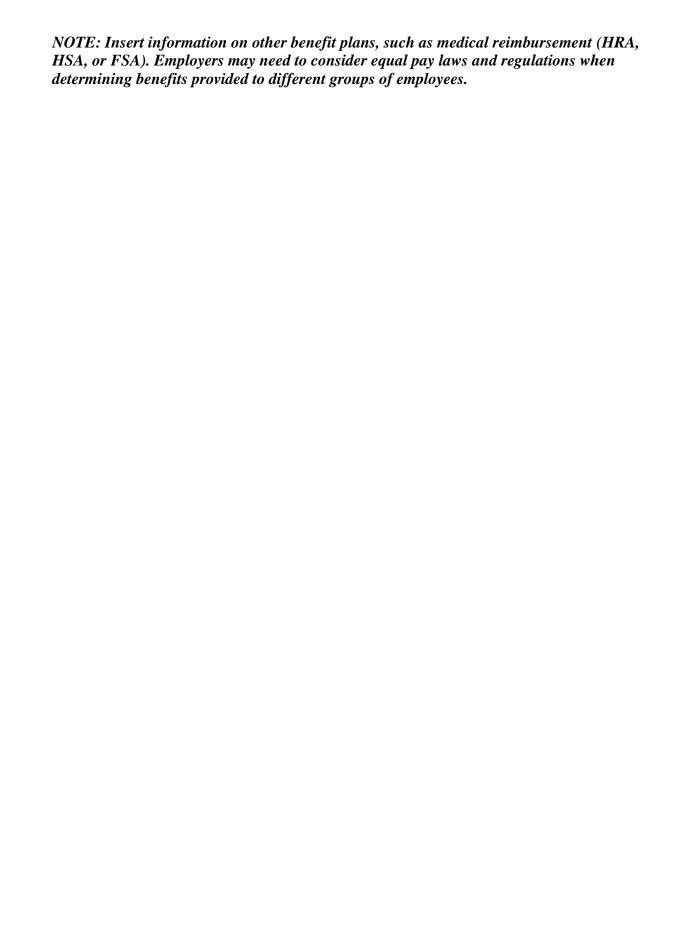
We provide group life insurance coverage for eligible employees. Employees who are regularly scheduled to work [20, 30, 32] hours per week or more become eligible for this coverage on [specified timeframe or schedule]. The amount of insurance coverage is equal to your base annual salary with a [\$50,000, \$60,000] maximum. [Organization Name] pays [the full premium].

Long Term Disability

[Organization Name] provides a Group Long-Term Disability plan. Employees who are regularly scheduled to work [20, 30, 32] hours or more per week become eligible for this plan on [specified timeframe or schedule]. [Organization Name] pays [the full premium].

Premium Only 125 Plan

[Organization Name] provides a Premium Only 125 Plan that allows employees to have any group medical, dental, or vision premium contributions deducted from their checks on a pre-tax basis. Details will be provided to employees at the time of eligibility [1st day after 60 days of employment or 90 days after employment commences].



NOTE: This section may be replaced by the Paid Time Off Policy section if your organization has such a plan.

All full-time and regularly scheduled part-time employees are eligible for vacation based on the schedule below. All accruals begin after the completion of [30, 60, 90, 180] days of employment. At the end of the specified initial employment period, credit is given from the first day of employment. No vacation time may be taken or paid during the introductory period, unless specific arrangements have been made at the time of hire.

You will earn vacation benefits according to the following schedule:

NOTE: Revise according to your organization's vacation schedule.

Number of continuous years of service	Benefit per year
Earned during 1 st year	One (1) week
Earned during 2 nd through 5 th years	Two (2) weeks
Earned upon 6 th year	Three (3) weeks

Accrual for part-time employees is on a pro-rated basis calculated on the established work schedule. Continuous service will be calculated from the first of the month nearest your date of hire.

We provide vacation and personal time so you can enjoy periods of time away from work. Vacation is intended for rest and recreation and vacation pay may not be taken instead of time off. Vacation accrual [will or will not] be paid out at separation in accordance with this policy and any applicable law.

Time is not to be banked and never used; therefore, accrual cannot exceed 240 hours [or some other amount]. 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.

NOTE: Employers can choose to take a "use it or lose it" posture either in regard to maximum accrual and in regard to carryover from one year to the next, unless otherwise restricted by law.)

Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made in writing and submitted to your supervisor. Generally, employees won't be allowed more than **[two (2)weeks]** off at a time. We'll try to grant each request, but we cannot guarantee your request will be approved. In the event of competing requests for times submitted concurrently, approval will be given to the employee with the longest tenure.

NOTE: Any employer who wishes to change the accrual rate may consider grandfathering existing employees at their current rate. Either way, advance notice of the change should be provided. Employers may need to consider pay equity laws and regulations when determining benefits provided to different groups of employees.

(Organization Name) 49 Revision Date:

NOTE: This section may be replaced by the Paid Time Off Policy section if your organization has such a plan. This policy can easily be modified to comply with state sick leave laws or federal requirements. Employers may need to consider equal pay laws and regulations when determining benefits provided to different groups of employees.

[Organization Name] provides paid sick leave to all employees [in accordance with state law]. For any questions about sick leave, please contact the [Human Resources Manager, Designated Position].

The accrual of sick time begins on the first day of employment at the rate of **[one (1) hour]** of sick time earned for every **[30, 40]** hours worked, up to a maximum of **[40,80]** hours in one year. Employees may use accrued sick time beginning on the 90th calendar day of employment. Sick time may be used as it is accrued moving forward.

Employees may carry over up to [20, 40, 80] hours of unused sick time from one leave year to the next, but sick leave balances may never exceed [20, 40, 80] hours at a time.

Sick time may be used for an employee's own serious or non-serious illness, for preventative care appointments, or to care for an immediate family member with an illness. [Organization Name] [does or does not] allow employees to donate sick time to other employees in need. Unused sick time [is or is not] paid out upon separation from employment.

PAID TIME OFF BENEFIT

NOTE: If your organization has a Paid Time Off program, this policy generally replaces vacation and sick leave policies, at minimum. Ensure it complies with any state laws regulating sick or vacation leave. Additional paid time (personal days, paid jury duty paid time, small necessities leave, leave to donate bone marrow, etc.), if offered, can also be included here.

The Paid Time Off (PTO) program provides paid time off to be used at the employee's discretion, while protecting an allotment of time for illness, injury, or preventative care, in compliance with applicable sick time regulations. PTO is a combination of vacation and sick time days.

Eligibility

All regular employees are eligible for PTO accrual. Full-time employees earn PTO hours at the following rates:

NOTE: Revise according to your organization's policy and any accrual rates mandated by applicable law. Employers may need to consider equal pay laws and regulations when determining benefits provided to different groups of employees.

Length of Service
Until 1st anniversary
From 1st to 2nd anniversary
Following 2nd anniversary
Following 5th anniversary

Hours Accumulated
160 (twenty 8-hour days)
200 (twenty-five 8-hour days)
240 (thirty 8-hour days)
280 (thirty-five 8-hour days)

Accrual begins on the first day of regular employment, but employees are not eligible to use PTO until the introductory period has been successfully completed.

Appropriate notice is necessary so that PTO time can be scheduled for employees. (The following schedule is recommended, but supervisors can revise it to meet their needs, except where doing so would conflict with applicable law).

Reason for Time Off
Illness/Injury
Two (2) hours prior to start of shift
Planned Needs
Two (2) weeks

PTO time is considered replacement time and may be taken only for scheduled work days and hours.

The notice schedule should provide time for departments to arrange for adequate coverage during employee absences. However, if management is unable to schedule time off, requests may be denied even though sufficient advance notice has been given. If more than one employee in a department asks for the same time off and gives the required advance notice, length of service within the department will be considered in granting the requests. PTO must be used in increments of [30 minutes, one (1), four (4)] hours or more.

NOTE: Check minimum increments for compliance with any applicable law.

All PTO will be paid at an employee's regular rate of base pay, including applicable shift differentials.

At the end of the PTO year, employees with remaining hours may exercise any of the following options:

- Have remaining hours credited to the disability bank.
- Have remaining hours transferred to next year's earned leave, not to exceed 100 hours.
- Cash out hours at 75% of face value to be paid in a December check.

The election of these options will take place in November so that December checks can be written and January PTO balances adjusted.

At separation, any unused PTO will be cashed out at full value and will be included in the final paycheck, unless a separation for willful misconduct creates a loss of eligibility.

NOTE: Check for conformance with state law regarding non-payment upon separation as some states differ on how this is handled.

Extended Absence/Disability Bank

NOTE: This is an optional component of a PTO Program.

The disability bank is another component of the PTO Program. Disability bank hours are to be used for extended absences related to illness, injury, disability, or hospitalization only. Disability related to pregnancy will be treated like any other medical condition.

Employees may accumulate up to [1,040 hours or six months] in their disability banks. [Organization Name] [does or does not] allow employees to donate disability bank time to other employees in need.

No payment will be made for any hours in the disability bank upon separation.

NOTE: Check for conformance with state law regarding non-payment upon separation as some states differ on how this is handled.

PAID HOLIDAY BENEFIT

[Organization Name] observes the following holidays each year and our offices are officially closed on these days:

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day After Thanksgiving
Christmas Day

NOTE: Personalize the above list to reflect the holidays your organization observes.

Employees will receive a schedule each year showing the date each of these holidays will be observed. These holidays or any additional time observed, such as Christmas Eve or New Year's Eve, will be determined each year at management's discretion.

Eligibility

Employees regularly scheduled to work [20] hours or more per week will be paid for the above holidays. Part-time employees between [20] and [40, 37.5, 35] hours will receive a prorated amount of paid time based on their regularly scheduled time. For instance, a part-time employee working 20 hours per week would receive four (4) hours of holiday pay because 50% of a full-time schedule is worked.

NOTE: Employers may need to consider equal pay laws and regulations when determining benefits provided to different groups of employees. If your organization requires an employee to work on the day before or after the holiday in order to receive holiday pay, be sure to discuss that requirement in this section.

VETERANS DAY HOLIDAY

Veterans Day Holiday for Veterans

NOTE: This leave is available for qualifying veterans under Oregon law. Check local and state law to determine if this is applicable to your organization if this is not a holiday already granted.

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. Individuals may use any [vacation/sick/personal] time available *-or-* 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 one (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

NOTE: Insert information on other benefits offered, such as pensions, 401(k)s, IRAs, educational assistance, an employee assistance program, child care, elder care, credit union membership, etc.; some examples are shown below.

Employee Assistance Program

The organization recognizes that employees and their family members may, from time-to-time, face personal issues that affect their careers and personal lives or both. Solutions to some of these problems may not be readily apparent. To this end, we offer, at no expense to you, the services of outside professional counseling for you and your family to help deal with personal problems such as family relationships, substance abuse, etc. You or a member of your family may consult with these professionals [up to six (6) consultations per incident] on a confidential basis at no cost. Literature describing plan provisions and how to contact our providers is made available during your introductory period and to all staff members as plan provisions change.

Employees regularly scheduled to work [20, 30, 40] hours or more per week become eligible on the first day of the month following hire.

401(k) Retirement Plan

Full-time and part-time benefit-eligible employees may participate in the 401(k) Retirement Plan on [January 1st or July 1st following six (6) calendar months from date of hire]. Contributions are made through voluntary pre-tax salary deduction [indicate if a Roth option is available as well]. Employees may elect and adjust their contribution amounts as desired, not to exceed the maximums allowed by applicable law. [Organization Name] may elect to make contributions to the plan on your behalf depending on the financial wellbeing of the organization. In order to be eligible for any employer contribution to the plan, you must have been employed with us for

[immediately upon hire, six (6) months, one (1) year] and have worked more than [1,000] hours. Your contributions to the plan are always 100% vested. Any contributions made to your account by [Organization Name] are vested gradually based on years of service (consider including vesting schedule). You will be provided more detailed information upon eligibility.

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:

NOTE: List leaves your organization provides at will as well as any leaves mandated by law and regulation (FMLA must be included in detail, as applicable), if practical. Depending upon your employer coverage, it may benefit you to be less specific due to complex interactions between local, state, and federal law.

Bereavement Leave Disability Leave (Non-FMLA) Family and Medical Leave Civic Duty Military Leave Leave to Donate Bone Marrow Personal Leave 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 [Designated Position].

BEREAVEMENT LEAVE

You are eligible to take a Bereavement Leave in the event of the death of the following immediate family members:

- Spouse/Domestic Partner
- Child/Stepchild
- Parent

• Sibling

- Sibling-in-law
- Grandparent
- Grandchild
 Parent-in-law
 - Any other relative residing in the same house or person acting in the capacity of an

immediate family member.

NOTE: This policy may need to be evaluated for compliance with state or local law. For example, customize the above list to reflect your organization's definition of "immediate family member" and to include those individuals covered by applicable law.

Leave to attend the funeral of a non-immediate family member with whom you had an especially close relationship may also be granted at the discretion of management.

Length of Leave

The total length of leave you may be granted for bereavement is situational and may be decided based upon the unique circumstances of your need. At a minimum, you are allowed to take up to **[three (3), five (5)]** consecutive, regularly scheduled working days off per death of an immediate family member. If you need additional time off for any bereavement-related purpose, you may ask for more time, which will be granted according to applicable law or at the discretion of management.

Request Procedure

You are expected to give us as much notice as possible of the need for time-off so that we can make arrangements to cover your absence. If your leave is not protected by applicable law, your supervisor will decide whether or not to grant leave after consulting with management. You may be asked to verify your family relationship to and the death of your family member.

Pay While on Leave

You will continue to receive regular pay [based on straight-time work hours missed up to eight (8) hours a day] for up to [three (3), five (5)] days, which is the maximum company-paid bereavement leave allowed. Employees may choose to cover an additional period of absence with any available (sick time, paid time off, etc.).

Status of Benefits

Company-paid bereavement leave won't affect your eligibility for benefits or the continuation of benefit accruals. If you are granted additional time off, the effect of the additional leave on your benefits will be determined by our [PTO, Sick Time, leave of absence] policy.

BEREAVEMENT LEAVE (Employers Subject to Oregon Laws)

(OFLA and Sick Time only apply to <u>same-gender</u> registered domestic partners. However, we have not delineated this category in the following policy. While siblings, cousins, and others who have been involved in an employee's life in a familial way are generally not covered by the law, you may wish to recognize that these are important relatives or relationships, and therefore may wish to cover absences related to their deaths.)

You are eligible to take a Bereavement Leave in the event of the death of the following immediate family members:

- Spouse/Domestic Partner
- Biological, Adoptive, Foster, or Stepchild
- Parent
- Grandparent/Grandchild
- Parent-in-law
- Another Person of "In Loco Parentis" Relation

Leave to attend the funeral of a non-immediate family member with whom you had an especially close relationship may also be granted at the discretion of management.

This leave may be taken to attend the funeral (or alternative) of the family member, to make arrangements necessitated by the death of a family member, or to grieve the death of a family member. The leave must be completed within 60 days after the date on which you received notice of the death of your family member.

Length of Leave

The total length of leave you may be granted for bereavement is situational and may be decided based upon the unique circumstances of your need and applicable law. If you qualify for OFLA, at a minimum, you are allowed to take up to two weeks off per death of an immediate family member. If you need additional time off for any bereavement-related purpose, you may ask for more time which may be granted according to applicable law or at the discretion of management.

Request Procedure

If possible, you should provide notice of the need for leave 10 days in advance. You are required to at least provide oral notice within 24 hours of taking leave, but someone else can do this on your behalf, if necessary. You must provide written notice of the request for time off within three (3) days of returning to work.

Pay While on Leave

You will continue to receive regular pay [based on straight-time work hours missed up to eight (8) hours a day] for up to [three (3), five (5)] days, which is the maximum company-paid absence allowed. Employees may choose to cover an additional period of absence with any available [sick time, PTO].

Status of Benefits

Company-paid bereavement leave won't affect your eligibility for benefits or the continuation of benefit accruals. If you are granted additional time off, the effect of the additional leave on your benefits will be determined by our [PTO, Sick Time, OFLA] policy.

NOTE: If the employee has available Oregon Sick Time leave and is OFLA eligible, the time off will run concurrently, except for any company-paid portion of the leave, which would be covered only by OFLA since the employee's own paid sick leave is not being used. If dual coverage applies, employees can use more than 40 hours of their own paid sick time in addition to any company-paid time granted. Lastly, if leave is granted only to some employees or beyond what is required by law and afforded by the policy, consider any implications this may have in regard to pay equity laws and regulations.

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/sick/personal] 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 five (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 (two weeks, one week, etc.), if you are a non-exempt employee; after that period, you may utilize paid time off 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.

NOTE: Some states, such as New York & California, require this leave to be paid. Please refer to your state's regulations to determine if the leave must be paid. In Oregon, Crime Victims' Leave or Domestic Violence/DVHSAS Leave, which are generally unpaid, may also apply. In that case, an employer must allow the employee to take leave as unpaid and cannot require use of accrued leave for jury duty. Oregon employees may use accrued (vacation/sick/personal) paid time available to them when the time is not company-paid.

Status of Benefits

Benefits are not affected by jury or witness duty leaves.

NOTE: In Oregon, employers with nine (9) or fewer employees are not required to maintain insurance coverage for employees.

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 or personal time that you can use for that purpose.

(Organization Name) 59 Revision Date:

CRIME VICTIMS' LEAVE

NOTE: This policy applies to employers of six (6) or more persons in Oregon for 20 or more weeks in the calendar year in which the employee takes the leave or in the immediately preceding year. Other states may have laws similar to Oregon's which govern this type of 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/are required to) use any accrued paid (vacation/sick/personal) 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, may be] used first.

Status of Benefits

Benefits are not affected by crime victims' leave.

NOTE: Oregon Sick Time may apply.

DOMESTIC VIOLENCE LEAVE

NOTE: This policy applies to Oregon employers of six (6) or more persons for each working day during 20 or more calendar workweeks in the year in which an eligible employee takes leave. Other states may have laws similar to Oregon's governing this type of 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 [Organization Name] 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.

[Option: You may wish to include the following sentence in a comprehensive managerial policy manual (not in the handbook), which may be helpful for supervisors'/managers' awareness: "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/are required to) use any accrued paid (vacation/sick/personal) 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, may be] used first.

Status of Benefits

Benefits are not affected by domestic violence leave. (Additional Note: If the employer has an Employee Assistance Program, you might want to add a note here that you would also strongly encourage any employee experiencing such an issue to avail themselves of the EAP's services and support.)

OREGON ORGANIZATIONS WITH 50 OR MORE EMPLOYEES

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 family and medical leave 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 (parental leave), there is no hours-worked requirement.
- Rarely, an employee may otherwise be eligible. Speak to the [Human Resources Manager, **Designated Position**] 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 (serious health condition leave). [Note: 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 (pregnancy disability leave), including morning sickness. [Note: 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 (sick child leave). [Note: 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 (as defined under OFLA);
- To care for a qualified family member or "next of kin" (as defined under FMLA) who is in the military; and,

• A military exigency, which is when a family member is called to active duty. (Note: 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 (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 (not 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 [Human Resources Manager, Designated Position] 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 [Human Resources Manager, Designated Position].

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 [are required to/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 **[four (4) work 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 [Designated Position].

NOTE: Oregon employers are required to pay for any expenses incurred by the employee to provide a certification from a medical provider.

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.

OREGON ORGANIZATIONS WITH 25-49 EMPLOYEES

NOTE: This policy applies to an Oregon organization with 25-49 employees. The handbook language covers only the state family leave; the policy does not create or grant any right to leave beyond the rights guaranteed by applicable state law. Although we intend for this section to accurately describe employee leave rights, if any statements below are inconsistent with applicable law, either as it exists now or as it may be amended in the future, the provisions of law will govern.

Purpose

We are covered by the Oregon Family Leave Act (OFLA) which 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, grandchild, spouse or registered same-gender domestic partner, parent, parent-in-law, or grandparent with a serious health condition, and for the care of a sick child, a spouse's or registered same-gender domestic partner's call to active duty in the military or leave from deployment, and bereavement due to the death of a family member. This handbook material is intended to outline our practice regarding this leave.

Eligibility

You are eligible for family and medical leave if the following requirements are met:

- You have been employed for at least 180 consecutive days (26 weeks) or more before the first day of the family and medical leave.
- 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 based upon the 180 days immediately preceding the request for leave. Some exceptions exist, including leave taken for the birth, adoption, or placement of a child (parental leave).

Reasons for Family and Medical Leave

The following situations qualify for family and medical leave:

- To care for an infant or a newly-placed adopted or foster child under the age of 18, or older than 18 if incapable of self-care due to 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 (serious health condition leave). [Note: Oregon covers child, parent, parent-in-law, grandchild, grandparent, spouse, registered same-gender domestic partner, and "in loco parentis" relationships.];
- For a pregnancy-related disability or prenatal care (pregnancy disability leave) [Note: employees who have used up their original 12 weeks for a serious health condition related to pregnancy are entitled to an additional 12 weeks of parental leave];
- To care for a sick child who does not have a serious health condition, but requires home care (sick child leave). Medical certification of sick child leave will be required after the third leave occurrence in each leave year. [Organization Name] will reimburse any out-of-pocket costs for medical certification. [Note: Employees who use up their original 12 weeks for parental leave are entitled to an additional 12 weeks of sick child leave. If only part of the 12 weeks is

used for parental leave, the employee will only be eligible for the balance remaining on the 12 weeks for sick child leave or any other OFLA qualifying leave];

• To attend the funeral (or alternative) of a family member; make arrangements necessitated by the death of a family member; or to grieve the death of a family member; up to two (2) weeks of leave is available in each such case (not to exceed 12 weeks per leave year). The leave must be completed within 60 days after the date on which you receive notice of the death of your family member. (See Bereavement Leave for details that may apply to those employees not eligible for OFLA leave)

Length of Leave

You may take up to 12 weeks of family and medical leave during a 12-month period. A week is defined as your normal work week schedule. The 12-month period will be measured forward from the date of leave (*organizations can choose to count a calendar year*, *a rolling forward or rolling backward leave year*). 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.

Under OFLA, an employee who takes leave for a disability related to pregnancy may qualify for up to 12 additional weeks of leave for any OFLA qualifying event in the same leave year; an employee who takes a full 12 weeks of parental leave may be eligible to take up to an additional 12 weeks of sick child leave in the same year.

Request and Certification Procedure

In situations where the need for medical leave is known, you must give thirty (30) days' written notice to take family and medical leave by filling out and turning in the Request for Family and Medical Leave form.

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 benefits to which you are entitled; however, you are expected to call us as required by our call-in policy and make every effort to communicate your situation to us immediately.

Most requests for family and medical leave require verification by a third party. Requests for leave related to a serious health condition (not parental leave) must be verified by a health care professional using the "Health Care Provider Certification" form, which needs to be returned within 15 days of our request for it. Bereavement leave may require a verification of the death in your family. You may also be asked to provide proof of your relationship to a person associated with your leave, as applicable. Please check with the [Human Resources Manager, Designated Position] 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 medical information provided on 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 [Human Resources Manager, Designated Position].

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.

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 [are required to use, 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. You may be required to provide periodic status reports to the organization while on a family and medical leave. 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 [four (4) work 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. You may be required to present a fitness-for-duty certificate before being reinstated.

Other details regarding family and medical leave are available from [Human Resources Manager, Designated Position].

LEAVE TO DONATE BONE MARROW

NOTE: This is an Oregon leave law for organizations with one or more employees.

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.

PERSONAL LEAVE OF ABSENCE

Full-time, regular employees may be granted an unpaid personal leave of absence under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons that do not fall under the guidelines of the Family and Medical Leave Policy or any other leave policy. A personal leave of absence is granted at our discretion and is normally granted to protect the length of service and benefit rights of an employee whose service might otherwise be terminated.

Eligibility

You become eligible for a personal leave of absence after [six (6), 12] months of service; all earned paid leave must be exhausted first. If you want to take a personal leave of absence, you must make arrangements with your supervisor.

Length of Leave

The leave may be requested for any time over [five (5), 10, 30] consecutive days. A personal leave of absence starts on the first regular workday following the last day worked. The maximum leave allowed under this policy is [60 days, 90 days].

Request Procedure

A written request, using the Leave of Absence Request Form, should be submitted at least one-week (five (5) working days) before time off that will exceed [five (5), 10, 30] days, except in emergencies. Leave requests must include an expected date of return. If you do not return after three (3) days of that date and no extension has been requested, we'll assume you have resigned.

Pay While on Leave

Personal leaves of absence are without pay.

Status of Benefits

Insurance coverage will <u>not</u> be maintained for you while on a personal leave of absence of more than 30 days; leaves longer than 30 days may require continuation of benefits through [state continuation provisions, COBRA]. You may continue insurance coverage by paying the full premium by the first of each month. Benefits do not accrue during this type of leave of absence, but are instead retained at the same level.

Reinstatement

[Organization Name] will attempt to arrange employment for individuals returning from a personal leave of absence, <u>but no guarantees are made</u>. While you are on a personal leave of absence, you are required to check in with your supervisor on a regular basis [weekly/bi-weekly/as agreed upon] to inform us of your status and to notify us of any change in personal data. You may be required to present a doctor's release before being reinstated if the leave was medically-related.

(Organization Name) 70 Revision Date:

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 [appropriate state]. 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.

NOTE: Length of service requirements for benefits provided by the organization outside the minimum required by law would be stated here.

Reinstatement

If you are returning from a USERRA leave, you generally must report to work or request reemployment 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 **[Organization Name]**, 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 [Organization Name], 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, [Organization Name] 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

NOTE: This policy applies to Oregon employers with 25 or more employees.

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/sick/personal) 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.

(Organization Name) 73 Revision Date:

HEALTH AND SAFETY

DRUGS AND ALCOHOL

The objective of this policy is to provide a workplace and environment that are free from the effects of substance abuse. Furthermore, [Organization Name and the union, if applicable] believe(s) that we have a responsibility to our employees, to those who use or come into contact with our products and 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 must establish 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 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 illegal substances that impair job performance or pose a hazard when use or
 possession occurs;
- Reporting for or being at work with the presence of alcohol, illegal drugs, or controlled substances in your system.

If your doctor prescribes over-the-counter or pharmaceutical drugs, you are responsible for ensuring that your ability to maintain work performance standards, including safety, will not be affected by the medication. If you are in doubt, please discuss this with the [**Designated Position**] before beginning work. Any medical issues discussed will be kept confidential.

If you have a problem with drugs or alcohol and wish to undertake rehabilitation, you may be granted an unpaid leave of absence for this purpose, as long as your work performance warrants and there have been no violations of this policy. It is your responsibility to seek help <u>before</u> 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 [**Designated Position**]. No one will be discriminated against for undertaking rehabilitation.

For purposes of this policy, having any detectable level of alcohol or drugs in one's system while covered by this policy will be considered to be a violation. 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:

<u>Reasonable suspicion</u> 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.

<u>Presence of</u> is defined as any detectable level of alcohol or drugs in an employee's blood or urine, or any noticeable or perceptible impairment of the employee's mental or physical faculties.

<u>Controlled Substances</u> are defined as any product causing potential impairment of an employees' mental or physical faculties and whose availability is restricted by law.

Over-the-counter drugs are defined as those that are generally available without a prescription from a medical doctor.

<u>Prescription drugs</u> 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. We also reserve the right to involve law enforcement officials for any conduct that we believe might be in violation of state or federal law.

If a professional assessment is made that you have a problem with alcohol or drugs, your continued employment may be conditioned upon your entering into and completing a treatment program (including follow-up recommendations) approved by the organization. You also may be required to sign and live up to the terms of a performance agreement in order to demonstrate your commitment to rehabilitation and staying alcohol- and drug-free. This course of action is likely if you come forward on your own and ask for help in overcoming your problem. If you are caught selling, distributing, using, or having the presence of drugs or alcohol in your system while at work, we may terminate your employment without offering you the opportunity to participate in a treatment program.

NOTE: If you are a federal contractor subject to the Drug Free Workplace Act or have a drug-testing program, you will need to add additional language here. Language for that purpose follows. <u>Legal counsel should be consulted to ensure compliance with federal and state regulations regarding drug testing.</u>

Testing Paragraphs

If you voluntarily request assistance in dealing with a personal drug or alcohol problem, you may do so through the [Employee Assistance Program, Human Resources Manager]. The request for assistance will not jeopardize your employment as long as this assistance is sought before work performance has deteriorated or disciplinary problems have begun. Other treatment programs for drug and alcohol problems may be available through our health insurance coverage.

NOTE: Use the following paragraph to authorize post-treatment monitoring and testing:

As a result of corrective action arising from a drug or alcohol problem, you may be required to participate in a drug or alcohol treatment program. If so required, you will regularly be evaluated for drug and alcohol use by a professional. When such an evaluation is scheduled, we will pay the cost. You may also be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program. Depending upon the nature of the conduct that led to your mandated participation in an alcohol and drug treatment program, you may be required to submit to random or unannounced screening for alcohol or drugs for a specified period of time. You may also be required to meet various performance standards that are imposed as a condition of continuing employment.

NOTE: Use the following paragraph to authorize post-accident testing:

If you are involved in a job-related accident resulting in property damage in excess of \$[amount], or physical injury requiring off-site medical attention, you will be required to submit to testing to determine the presence or absence of a controlled substance. We may waive the requirement if we (Organization Name)

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do not have a reasonable basis to conduct drug or alcohol testing or, if we determine, at our discretion, that the accident could not have been caused by the use of a controlled substance.

NOTE: Use the following paragraph to authorize testing based upon transfer/promotion:

You will be subject to testing upon transfer or promotion into another position.

NOTE: Use the following paragraph to authorize random testing:

You may be required to submit to testing on a random or unannounced basis to determine the presence of, use of, or involvement with drugs or alcohol. This may include testing by random selection, testing of an entire department or work unit, or testing of specific identified categories of employees as a group.

NOTE: Use the following paragraph if you need to test under government regulations:

We will also conduct testing as required or recommended under the provisions of any state or federal government regulations. If you are within a regulated group requiring testing, you will be required to abide by policy as well as any government programs.

NOTE: Use the following paragraph to provide a right to re-test in the event of a positive test result:

When being tested, you may request that any sample be split into two parts, with one part tested and the other retained by the testing laboratory for future re-testing in the event of a positive test result. If you request a re-test, it will be at your expense and must be conducted by a laboratory that is acceptable to us. A list of approved laboratories will be provided upon request.

NOTE: Use the following paragraph to require employees to report problems with the collection process:

If you believe that your specimen was not collected in accordance with established procedures, you must report any deficiencies within 24 hours of the collection. Deficiencies reported after 24 hours have expired and will not be considered.

WORKPLACE VIOLENCE

[Organization Name] 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 **[Designated Position]**.

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.

(Organization Name) 78 Revision Date:

EMPLOYEE HEALTH AND SAFETY

[Organization Name] is committed to providing our employees with a safe and healthful work environment. 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.

While we respect personal taste in clothing, jewelry, and body modification, when any of these areas have the potential to make an employee more vulnerable to injury, we reserve the right to prohibit the attire or behavior or ask the employee to take some steps for safety. As an example, for those who have gauged or stretched earlobes, we request that you always wear ear tapers (plugs, ear lets, tunnels, etc.) while at work to prevent accidental tearing or catching of the earlobe.

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 [Organization Name] 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 occurs you are required to:

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

Early Return to Work Program

Note: It is an organization's decision whether to offer light duty. Good business practices suggest returning workers to light duty positions whenever feasible to minimize time away from work, and in helping to ensure a return to work for the employee after an injury. If you have light duty positions available, following is language to use:

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. The program is not intended to be a substitute for a (Organization Name)

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reasonable accommodation when an injured employee also qualifies as an individual with a disability.

The Return to Work program consists of a team effort by supervisors, injured employees and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning injured employees 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 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 is covered in the Family and Medical Leave section.

Smoking in the Workplace

[Organization Name] 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

[Organization Name] 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 [Designated Position].

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

Container Labeling

The [Designated Position] 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 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 [Designated Position].

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 **[Designed Department or place]**. 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 **[Designated Position]** 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 [**Designated Position**] is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

NOTE: Include information about any state specific requirements, such as safety committees, additional regulations and requirements, etc.

EMERGENCY PREPAREDNESS

[Organization Name] 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. [Organization Name] will try to provide emergency and limited services during periods of disruptions. The [President, Designated Position] 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 **[Designated Department or Position].**

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 [PTO, sick time, vacation].

Should a threat to company property or an employee be received, it should be reported immediately to the [**Designated Position**].



SEPARATION FROM EMPLOYMENT

Separation from employment with (**Organization Name**) 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, 5) working days before the intended date of departure. For supervisors and management-level personnel, at least (30) days' notice of a resignation is required.

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, job abandonment and voluntary resignation will be assumed after the third day of absence.

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 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.

NOTE: This language should be written to reflect requirements of any relevant union contracts.

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 **[eight (8) weeks, six (6) months]**. 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 **(Organization Name)**84

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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 on page **[page number]** of 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 [page number] 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, pagers, tools, software, electronic devices, uniforms, this Handbook, and any other items in your possession that belong to the organization.

Employee's Notes

(Organization Name) HANDBOOK RECEIPT ACKNOWLEDGMENT FORM

NOTE: This signed form should be inserted into each employee's personnel file.

As an employee of [Organization Name], I acknowledge the following:

I have been [provided a copy of, given access to] the Employee Handbook. I understand that the Handbook contains important information about [Organization Name]'s policies, work rules, and my benefits. I have both read and understood the information in the Handbook and have asked a [Manager, Human Resources] 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 [**President**, a designee] are the <u>only</u> persons authorized to make 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 [Owner, President] 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 **[Organization Name]** 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	-	