



**COIC
PERSONNEL
POLICY**

**May 1, 1995
As Amended 7/1/1998 – 7/1/2011**

RECEIPT OF PERSONNEL POLICY ACKNOWLEDGMENT

This is to acknowledge that I have received a copy of the Central Oregon Intergovernmental Council's Personnel Policy. I understand that it contains important information on the Council's general personnel policies and rules and on my privileges and obligations as an employee.

I will familiarize myself with the material in the Personnel Policy and understand that I am governed by its contents.

I further understand that the Council may change, rescind, or add to any policies, benefits or practices described with or without prior notice. I further understand that nothing contained herein is to be construed as an employment contract.

Employee Signature

Date

COIC PERSONNEL POLICY

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COIC PERSONNEL POLICY INTRODUCTION

THE EXECUTIVE DIRECTOR'S WELCOMING MESSAGE

The Central Oregon Intergovernmental Council (hereafter referred to as COIC or the Council in the manual) is pleased to welcome you as a new employee. We are proud of our Council and we are especially proud of the continuing opportunities for employment that the Council's success and growth provides for all of us. We work hard to maintain a positive work environment, including competitive compensation and benefit plans and safe and productive working conditions. We hope that your inclusion as a member of our team will be a worthwhile and mutually beneficial association for all concerned. This employee handbook is intended to provide employees with an understanding of the Council's personnel practices and operational policies.

This handbook, however, cannot anticipate every situation or answer every question about employment. It is not an employment contract. In order to retain necessary flexibility in the administration of policies and procedures, the Council reserves the right to change or revise policies and procedures described in this handbook without notice whenever the Council determines that such action is warranted.

It is important that all employees understand the terms and conditions of their employment status with the Council. The Council receives the majority of its funding from grants and contracts. As required, support staff may be added to administer the grant or contract. Because the grant or contract usually has a definite ending date the Council is not able to guarantee or promise employment for any specified length of time. Periodically, it may be in the best interests of the Council to terminate employees either on an individual basis or on the basis of a general reduction of the work force. The Council reserves the right to make these decisions at their sole discretion. Accordingly, employees must realize that their employment may be terminated at any time at the discretion of the Council. Any exception to this basic "at-will" employment relationship to be valid must be contained in a written agreement signed by the Executive Director.

The Business Services Manager is responsible for the consistent and equitable application of this policy.

These policies were approved and adopted by the Board of Directors at their meeting of April 20, 1995, to be effective May 1, 1995.

Andrew Spreadborough, Executive Director

**CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
MISSION STATEMENT**

To provide education, retraining and economic development services to positively affect regional employment, individual lives, the business community and local government.

Andrew Spreadborough, Executive Director

BUSINESS ETHICS, CONFLICT OF INTEREST AND CONFIDENTIALITY

The Board of Directors and the management of Central Oregon Intergovernmental Council (COIC) are committed to conduct all of its business dealings with honesty and integrity. In turn, we also expect the same commitment from our vendors, suppliers and employees. Unethical behavior on the part of anyone associated with the COIC will not be tolerated. It is the responsibility of vendors, suppliers and employees to report to management of the Council any violations of this policy.

Additionally, the Board of Directors and the management of the COIC consider all employees to be governed by the Oregon Government Standards and Practices Laws. These laws define potential and actual conflict of interest issues. Each employee of COIC is responsible for understanding their obligations under this law. Each supervisor has a copy of the pamphlet describing the requirements of this law. Each employee is obligated to review the pamphlet and to question their supervisor for a clear understanding of the requirements.

Finally, all employees must maintain the highest degree of confidentiality concerning information they may receive from our program and business customers. The Adult and Family Services Division of the State of Oregon has issued a pamphlet, AFS 9012 (Rev.4-91) which describes some of our obligations in this regard. This is particularly important to the nature of our mission in order that we can be most effective in our assistance to our participants and as well as earn their trust and confidence. You are expected to review any questions you may have on this subject with your supervisor and/or manager.

Andrew Spreadborough, Executive Director

EMPLOYMENT

1.0 ADMINISTRATION OF POLICIES AND PROCEDURES

(Revised 7/1/98, Addendum #1)

1.1 The Management Team and Team Facilitators are responsible for the consistent and equitable application of this policy and any related procedures.

(Revised 7/1/98, Addendum #1)

1.2 Specific policy and procedure questions, concerns or issues may be submitted in writing to any member of the Management Team or any Team Facilitator. If submitted to a Team Facilitator, the Team Facilitator will then be responsible for submitting the question or concern to a Management Team member or presenting the question, concern or issue directly to the Management Team. All questions will be responded to by the Management Team within 30 days.

1.3 The written questions and answers (Q & A's) will be maintained in a current status. These Q & A's are available for employee review and information.

2.0 EMPLOYMENT RELATIONSHIP

2.1 Employees of COIC are employed on an "at-will" basis. That is, either the employee or the employer can terminate the employment relationship at any time. Nothing in these personnel policies or any other related document and no oral representations by any COIC employee is intended to alter this basic at-will relationship. References to an Introductory Period do not infer a subsequent relationship other than at-will. Disciplinary guidelines do not create an entitlement to such procedures and a listing of examples of misconduct do not exclude actions based on other conduct. No statement in this manual is intended to create an obligation on COIC to demonstrate cause for any negative employment action. Decisions on discipline or discharge are solely at the discretion of COIC. No expression of employment for a specified period or any contractual alteration of the at-will relationship is valid unless clearly and expressly created and contained in a written employment contract signed by the Executive Director. This Personnel Manual is not an employment contract.

3.0 EQUAL EMPLOYMENT OPPORTUNITY

3.1 It is the policy of the COIC to conduct its business in conformance with all applicable State and Federal civil rights laws. COIC will practice equal employment opportunity and will not illegally discriminate based on any individual's sex, race, color, religion, national origin, age, marital status or disability.

3.2 Additionally, it is the special policy of COIC not to discriminate against any individual on account of their political affiliation/beliefs or on account of their sexual orientation.

4.0 SEXUAL HARASSMENT

4.1 Sexual harassment is a form of sex discrimination and is an "unlawful employment practice" under Title VII of the 1964 Civil Rights Act. It is illegal when it is a part of a manager's or supervisor's decision to hire or fire someone; when it is used to make other employment decisions like pay, promotion or job assignment; when it interferes with the employee's work performance; or when it creates an intimidating, hostile or offensive work environment.

4.2 Sexual harassment is defined as deliberate or repeated behavior of a sexual nature, which is unwelcome. It can include verbal behaviors such as unwanted sexual comments, suggestions, jokes or pressure for sexual favors; non-verbal behavior such as pats or squeezes, or repeatedly brushing against someone's body.

- 4.3 Sexual harassment negatively affects morale, motivation and job performance. It results in increased absenteeism, turnover, inefficiency and loss of productivity. It is inappropriate, offensive and illegal, and it will not be tolerated.
- 4.4 Supervisors and managers are responsible to ensure that harassment does not occur in their work areas. They are expected to treat any observed or reported incident of harassment as a potentially serious breach of organization policy as well as a potential violation of the law.
- 4.5 Employees who experience or are aware of sexual harassment shall immediately inform a supervisor or manager. The often-confidential nature of such a report is recognized and shall be respected where appropriate during investigation and corrective efforts. Retaliation of any kind directed against an employee because that employee reported such harassment is absolutely prohibited. Supervisors or managers are required to respond to all reports according to procedures.

5.0 E.E.O. COMPLAINT PROCEDURE

- 5.1 Employees with complaints under Section 3.0 or 4.0 shall have the right to utilize the existing Grievance Procedure, Section 22.0, for resolution of such complaints.

6.0 AUTHORITY TO HIRE

- 6.1 The Executive Director or his/her designee is the hiring authority. It is the policy of COIC to hire the best qualified person for the available position.

7.0 JOB DESCRIPTIONS

- 7.1 A job description manual will be maintained for all positions in a current status. This manual is available for employee review and information.
- 7.2 Each job description shall be classified as Exempt or Non-Exempt in conformance with the requirements of the Fair Labor Standards Act and Oregon law.
- 7.3 Persons classified in jobs that are considered Non-Exempt will be compensated in accordance with the requirements of law and COIC procedures.

8.0 JOB POSTING

(Revised 1/31/02 – Addendum #22)

- 8.1 Notification of all open positions will occur as described in Section 44.0, for a minimum of three working days prior to beginning any external recruitment. The job posting will consist of the current job description.
- 8.2 Internal candidates shall be given consideration prior to public posting for available positions.
- 8.3 Should external recruitment be necessary, COIC will register all open competitive positions with the Oregon Employment Department and other potential sources of applicants.

(Added 1/31/02 – Addendum #23)

- 8.4 Job posting requirements will not apply to substitute and temporary positions.

9.0 RECRUITMENT AND SELECTION

- 9.1 All applicants must fill out an Application for Employment Form in advance of any employment consideration.
- 9.2 Reference checks are required of all prospective employees before an employment offer is extended.
- 9.3 All applicants will be notified in writing of the employment decision effecting their application.

- 9.4 All employment offers will be confirmed in writing using a standard letter format including contingency for a favorable driving and criminal background check.
- 9.5 Employment applications will be retained, according to State and Federal records retention laws.
- 9.6 All techniques used to evaluate applicants are job-related and comply with various State and Federal rules and regulations.
- 9.7 A valid Oregon driver's license and access to a private vehicle or equivalent means of transportation will be a condition of employment for all employees whose work duties require, at any time, driving a motor vehicle.
- 9.8 A valid driver's license and driving record check as well as a criminal background check will be made for positions that require this type clearance before employment can begin.
- 9.9 Applicant flow statistics will be compiled and maintained for each open position.

10.0 PROMOTIONS AND TRANSFERS

- 10.1 COIC encourages employees to apply for promotions to positions for which they are qualified.
- 10.2 Promotions and transfers shall be based on the ability, qualifications and satisfactory work history of the candidates.

11.0 EMPLOYMENT OF RELATIVES

- 11.1 Members of an employee's family will be considered for employment on the basis of their qualifications. Family may not be hired, however, if employment would:
 - A. create a supervisor/subordinate relationship with a family member;
 - B. have the potential for creating an adverse impact on work performance;
 - C. create either an actual conflict of interest or appearance of a conflict of interest.
- 11.2 The above must be considered when assigning, transferring or promoting an employee.

(Revised 8/6/09 – Addendum #41)

- 11.3 Family includes: husband, wife, biological siblings, parent, biological, adopted, step or foster child. Same-sex domestic partner, their biological, adopted, step or foster child. Parent, parent-in-law, or domestic partner's parent. Employees grandparent or grandchild.

12.0 REHIRED EMPLOYEES

- 12.1 A rehired employee shall begin as any new employee; past employment service with COIC shall not be counted as continuous service.

13.0 ORIENTATION

- 13.1 Every new employee will be scheduled for an orientation program during their first week of employment. The purpose of this orientation is to introduce COIC, its operations, personnel policies and benefits to the new employee. The Business Services Unit is responsible for coordinating the orientation.

14.0 IMMIGRATION LAW COMPLIANCE

- 14.1 All current and newly hired employees are required to attest to the fact that they are U.S. citizens or are authorized to work in the United States. COIC is required to review the necessary individual documents required by law as evidence of identity and eligibility for employment.
- 14.2 The required form I-9 shall be completed and retained as proof of each employee's eligibility. Failure to comply with this section shall make the individual ineligible for employment.

15.0 EMPLOYEE STATUS

(Revised 8/23/01 - Addendum #10)

15.1 **Introductory Period:** The first full six calendar months of initial employment are considered the Introductory Period. During this period, both COIC and the employee shall have an opportunity to determine whether further employment is warranted based on the individual's work performance, funding availability and general suitability for continued employment. There shall be a minimum of two performance reviews in accordance with Section 28.0 during the Introductory Period; one verbal at three months and a written performance evaluation just prior to the completion of the Introductory Period. The Introductory Period may be extended, if warranted, on a month to month basis not to exceed a total of twelve months. This requires the prior approval of the Executive Director. An employee's anniversary date becomes the first day of the month following the month in which the Introductory Period is successfully completed.

15.2 **Full-time Employee:** An employee who regularly works a minimum of 40 hours per week on a continuing basis is considered to be Full-time and is eligible for all benefits within the limits stated for each benefit.

(Revised 12/15/05 – Addendum # 30)

15.3 **Part-time Employee:** An employee who regularly works less than 40 hours a week on a continuing basis is considered to be Part-time and is eligible for all benefits within the limits stated for each benefit on a pro-rata basis when time scheduled is between 20-39 hours per week. Part-time Employees who regularly works less than 20 hours per week are ineligible for benefits other than Public Employees Retirement System (PERS) within the limits set by PERS.

(Revised 1/31/02 – Addendum #24) and again (Revised 8/7/08, Addendum #38) and again (Revised 7/01/11, Addendum #55)

15.35 **Ten Month and Eleven Month Status:** An employee who regularly works less than 12 months per year on a continuing basis and is regularly scheduled to work 40 hours per week, for COIC's Employment and Training Youth Programs Department is eligible to be classified as a Ten Month or Eleven Month employee. Ten Month and Eleven Month status employees are eligible for benefits within the limits stated for each benefit. In addition to stated benefit limits, COIC will pay the employer portion of the Ten Month and Eleven Month employee group medical, dental, optical and life insurance premiums for the scheduled period of time the employee does not work. The work schedule for Ten Month and Eleven Month Employees is as follows: Ten Month employees will work from approximately August 25th of each year to approximately June 24th of the following year. Eleven Month employees will work from approximately August 25th of each year to approximately July 24th of the following year. Ten Month and Eleven Month employees must request and receive approval for a "leave of absence", in accordance with section 34.0, for COIC to pay the employer portion of group medical, dental, optical, and life insurance premiums. The "leave of absence" must match the off work period of time between approximately June 24th and approximately July 24th or approximately August 24th. Section 34.5, is waived when the request for a "leave of absence" is requested by a Ten or Eleven Month employee for the period of time between approximately June 24th and approximately July 24th or approximately August 24th. The waiver of Section 34.5 allows accumulated leave balances to be maintained for the Ten and Eleven Month status employee.

15.4 **Temporary Employee:** A temporary employee is an employee who is hired on a project basis for a fixed duration with a definite ending date. Temporary employment period will not exceed six months. A Temporary Employee does not serve an Introductory Period and is ineligible for benefits other than Public Employees Retirement System (PERS) within the limits set by PERS.

- 15.5 **Substitute Employee:** A substitute employee is an employee who is hired on a substitute on-call basis only. At least annually, the substitute listing will be reviewed and any substitute employee not having worked within the recent year being reviewed will be automatically terminated. A Substitute Employee does not serve an Introductory Period and is ineligible for benefits other than Public Employees Retirement System (PERS) within the limits set by PERS.
- 15.6 **Trial Service:** An employee who is promoted or transferred to a new position or is performing in a substantially changed job description is considered to be in Trial Service. The following conditions apply:
- A. Trial Service shall last six months. The Trial period may be extended, if warranted, by the Executive Director.
 - B. A special performance evaluation will be written at least once during the Trial Service.
 - C. An employee can elect to revert to their former position at any time during the Trial Service, providing that position is open and available.
 - D. The Executive Director may decide a person in Trial Service is not able to continue satisfactorily in the position, the employee will be reinstated to their former position, providing that position is open and available. If that position or another position, for which the individual is qualified, is not open or available the individual will be terminated.
- 15.7 Employment status can only change for any employee with the prior approval of the Executive Director.
- 15.8 All persons hired as Labor Program trainees are exempted from coverage under these personnel policies. Such person's employment terms and conditions are determined at time of hire under applicable program rules and other appropriate practices.

16.0 PERSONNEL RECORDS

- 16.1 COIC maintains a personnel file for each employee. Employees may examine their own personnel file at a mutually convenient time, upon request to the Custodian of Record (Business Services Manager). Additionally, in accordance with the law, employees are entitled to a copy of their file upon request.
- 16.2 Besides the individual, the employee file is accessible only to the employee's supervisor, manager, the staff person in charge of personnel files, the Custodian of Record, Executive Director and the Executive Committee of the Board.

17.0 VOLUNTARY TERMINATION

- 17.1 An employee is expected, whenever possible, to give at least 14 calendar days notice prior to voluntarily terminating. A letter of resignation, stating specific reasons for the resignation, is requested for the personnel file.

18.0 TERMINATION INTERVIEWS

- 18.1 All terminating employees may have a termination interview with their supervisor/manager or another COIC manager.
- 18.2 Terminating employees may also request a termination interview with the Executive Director.
- 18.3 All terminating employees are responsible for turning in COIC owned items and shall receive Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation information.

COMPANY RULES

19.0 GUIDELINES FOR EMPLOYEE CONDUCT

- 19.1 It is critical to the success of COIC that employees are treated fairly, respectfully, and have a safe and healthy working environment. To this end, COIC considers guidelines for employee conduct an integral and necessary part of organizational policy. These guidelines apply to all employees.
- 19.2 The following guidelines are minimum expectations of all staff relative to the treatment of self, other staff, the public and clients.
- A. Focus on the situation, issue, or behavior, not the person.
 - B. Maintain the self-confidence and self-esteem of others.
 - C. Maintain constructive relationships with your co-workers, clients and the public.
 - D. Take the initiative to make things better.
 - E. Lead by example.
- 19.3 Due to their severity, some actions may warrant immediate discharge. Examples may include, but are not limited to, the following:
- A. Theft of property from COIC, co-workers or clients.
 - B. Physical abuse or assault on co-workers, clients, or the public.
 - C. Possession of illegal drugs or weapons on COIC premises.
 - D. Any illegal activity or conduct which seriously affects the ability to conduct assigned jobs.
 - E. Falsification of any COIC records.
- 19.4 Any action that reflects poorly upon COIC services or is a direct hindrance to the effective performance of COIC functions shall be good cause for supervisory counseling or disciplinary action. Such cause may include, but is not limited to, misconduct, incompetence, insubordination, intolerance, malfeasance, the willful giving of false information or withholding information with the intent to deceive or willful violation of COIC rules. Violations of the following guidelines, depending on the degree of seriousness, may also result in supervisory counseling and/or disciplinary action. This list includes, but is not limited to, the following:
- A. Misrepresentation in seeking employment.
 - B. Unexcused or excessive absenteeism and tardiness.
 - C. Misuse or destruction of COIC property.
 - D. Fighting, horseplay, scuffling or other potentially dangerous practices.
 - E. Failure to follow common safety rules as outlined in Section 43.
 - F. Failure of any employee injured on the job to report the injury immediately to their supervisor and manager.
 - G. Bringing, selling or consuming intoxicants or alcohol on COIC property, or reporting to work under the influence of intoxicants or alcohol.
 - H. Use of profane or abusive language or other offensive conduct including mental abuse to the public, co-workers or clients.
 - I. Solicitation of or by employees during work hours (work hours excludes breaks and lunch break).
 - J. Breach of professional ethics.
 - K. Breach of confidentiality.

- L. Acceptance of any gift or other remuneration by an employee from any source having or proposing to have a relationship with COIC.

20.0 TARDINESS AND ABSENTEEISM

- 20.1 Regular attendance and punctuality are expected of all employees. If an employee is unable to report to work or shall be late for work, they must notify, as soon as possible, their immediate supervisor and worksite.
- 20.2 When reporting an absence, the expected date of return to work must be given. If unknown, a call shall be made each day before the employee's regular starting time, until a return to work date has been established.
- 20.3 Employees shall communicate and coordinate intermittent absences following established procedures.

21.0 DISCIPLINARY PROCEDURE

- 21.1 Any violation of a COIC policy or guideline may warrant disciplinary action as described in this policy. The employee is reminded that while COIC will use a progressive disciplinary procedure whenever appropriate, the employment relationship may be terminated at-will by either COIC or the employee at any time. Where the supervisor is also the manager or the Executive Director, steps in this procedure may be omitted. Disciplinary Procedure is a companion piece to Guidelines for Employee Conduct, and should be read in that light. Disciplinary procedure is always intended to correct behavior and improve the work environment; not to merely postpone the inevitable. COIC will always attempt to resolve an issue at the earliest step possible in this progressive procedure.
- 21.2 Progressive discipline begins with one or more verbal counseling sessions between the employee and his or her supervisor. These sessions are an informal attempt to clarify and resolve the issue.
- 21.3 If attempts to resolve an issue through verbal counseling fail, the employee will receive a written warning summarizing both the issue and the informal attempts at resolution. The written warning will make clear the expectations of the supervisor relative to the issue and the date by which the expectations are to be met.
- 21.4 If attempts by the supervisor fail to resolve the issue, progressive disciplinary procedure elevates the issue to the next level (manager or Executive Director) with another written clarification, expected resolution and date. At a point no later than the second written warning by a manager or the Executive Director, the warning will include the consequences to the employee for failure to satisfactorily resolve the issue.
- 21.5 Through disciplinary procedure, an employee may be negatively effected in any number of ways including, but not limited to, involuntary termination or suspension, with or without pay. Involuntary termination or suspension will include a Pre-Determination hearing with the Executive Director before final action is taken.
- 21.6 The Pre-Determination hearing with the Executive Director is a formal meeting between the employee, their supervisor, manager and the Executive Director prior to any final decision on a proposed course of action being made by the Executive Director. The meeting is to allow the employee to respond to the allegations of misconduct. This is an internal meeting, no personnel outside of COIC will be allowed to attend.
- 21.7 Violations of the Guidelines for Employee Conduct Section 19.0 allows the supervisor and manager to waive the verbal counseling and written warning and go directly to the Pre-Determination hearing with the Executive Director.

22.0 GRIEVANCE PROCEDURE

- 22.1 The grievance procedure is intended to provide a method by which an employee may receive remedy for job related issues that effect their employment relationship, which are defined by this policy. The grievance procedure applies only to employees who have completed their Introductory Period. It is the intent of these procedures that job related issues be resolved at the lowest level possible.
- 22.2 STEP I: Within five working days of being aggrieved, the employee is to discuss the matter verbally and informally with their supervisor. The supervisor will then provide an oral reply to the employee within five working days.
- 22.3 STEP II: Should the informal attempt fail to resolve the job related issue, the employee shall submit a written statement of the grievance to their supervisor and manager within five working days of the verbal reply in Step I. The supervisor will then provide a written reply to the employee within 5 working days.
- 22.4 STEP III: Should the supervisor's reply be unacceptable to the employee, the employee shall submit a formal written statement of the grievance to the supervisor's manager within five working days of the reply in Step II. The manager will investigate and reply, in writing, to the employee within five working days.
- 22.5 STEP IV: Should the manager's decision be unacceptable to the employee, the employee shall submit their written statement and the manager's decision to the Executive Director within ten working days of the reply in Step III.
- 22.6 Should the manager's decision in 22.4 adversely effect either the employee's pay or continued employment status, the Executive Director shall hold a Pre-Determination hearing prior to deciding upon the action recommended by the manager. This hearing shall not be a public hearing. The Executive Director, under 22.4 or 22.5, will reply to the results of the hearing within ten working days.
- 22.7 Final Appeal: Should the Executive Director's reply be unacceptable to the employee, the employee may submit their written statements, replies and decision to the Executive Committee of the Board of Directors as a final appeal within 15 days of the decision in Step IV. The Executive Committee shall acknowledge receipt of the appeal within 15 working days of receipt of the appeal. The employee or the Executive Director or the Executive Committee may be represented by an attorney. The decision of the Executive Committee will be final and binding upon the parties.
- 22.8 Should the employee report directly to a manager or the Executive Director, the oral and written steps shall be combined and completed as one step.
- 22.9 The above designated time limits may be extended by mutual written agreement. An employee's failure to meet the specific time limits or to make a timely request for extension shall terminate the employee's right to a hearing.

23.0 NON-SMOKING AREAS

(Revised 8/6/09 – Addendum # 42)

- 23.1 Smoking is absolutely prohibited within 10 feet of entrances, exits, windows that open, and ventilation intakes of workplaces or public places. Smoking is prohibited in all COIC vehicles.

COMPENSATION

24.0 WORKING HOURS

- 24.1 The standard workweek consists of 40 hours; 8 hours per day, 5 consecutive days per week. The workweek for payroll purposes is from 12:01 a.m. Sunday through 12 midnight the following Saturday. Nothing in this section is intended or implied as a guarantee of working hours.
- 24.2 Normal office hours for all locations are 8:00 a.m. to 5:00 p.m., Monday through Friday.

(Revised 4/7/2011 –Addendum #47)

24.3 All employees are provided with a 10-minute rest period for every four-hour segment worked. The rest period is separate and apart from the lunch period and is paid-for time.

(Revised April 25, 2006 – Addendum #33) and again (Revised 8/7/08, Addendum #39)

24.4 Lunch periods of one hour in duration are provided to employees during any scheduled workday that exceeds 5 hours. Lunch periods will be unpaid time and shall be without interruption. If requested by a manager, lunch periods may be reduced to ½ hour.

24.5 The Executive Director may designate non-working days for all staff.

25.0 OVERTIME

(Revised 11/1/00 –Addendum #6)

25.1 It is the policy of COIC that overtime work is to be discouraged and that employees must receive prior approval from their supervisor before performing any overtime work. All actual work performed must be recorded on the employee's time record. Due to the requirement of accountability for expenditures of various sources of public money, timesheets must be filled in with the actual number of hours worked for each day worked. This information is required for both exempt and non-exempt employees.

(Revised 4/7/2011 –Addendum #45)

25.2 Non-exempt employees will be paid on an hourly basis. Non-exempt employees who work any time over the established work week of 40-hours per week will be compensated at a rate of 1.5 times their hourly rate of pay for each overtime hour worked in accordance with Oregon Labor Law.

Revised 4/7/2011 –Addendum #46)

25.3 Exempt employees are generally expected to work 8 am to 5 pm, Monday- Friday but have the option to set reasonable flexible work hours and days, based on the variable nature of their work, subject to business needs of COIC. Absent abuse, minor changes in daily work schedules are normally left to the employee's discretion. Major variations from the traditional work schedule must be approved by the supervisor. Examples of a major variation would be working Sunday through Thursday, or working 6:00 a.m. to 3:00 p.m.

26.0 PAY PERIODS

26.1 The pay period for all employees is monthly.

(Revised 7/1/2011-Addendum #49)

26.2 Payments for work completed in a monthly pay period will be issued on the fifth day of the following month. This policy applies to all classes of employees.

(Added 8/7/08-Addendum #40)

26.3 Advance payments of salary will be granted only as follows: Draws may be requested from fiscal. To receive a draw, a request must be written and submitted to fiscal no later than the end of business on any Monday. Draws cannot be requested for more than the amount of prorated net pay of the previous paycheck earned at time of request. Draws are intended for catastrophic or unforeseen events and will not be allowed more than twice in a calendar year. Draws will be run in the regular weekly Accounts Payable run and checks are not available until Friday of the week that they are requested. The amount requested by the employee will be deducted from their next regular paycheck.

27.0 SALARY DETERMINATION AND ADMINISTRATION

(Revised 7/1/00, Addendum #5)

- 27.1 A salary plan is established for all positions, as described in Section 15, which have a job description on file. Salary ranges are available for employee review, along with the job descriptions as described in 7.1.

(Revised 12/15/05 – Addendum # 29)

- 27.2 In addition to the twelve-step plan, employees will be awarded longevity pay based on years of service as follows:
- A. 6 through 10 years of completed service an additional \$33.00 per month to their established step rate (maximum \$33.00).
 - B. 11 through 15 years of completed service an additional \$33.00 per month to their established step rate (maximum \$66.00).
 - C. 16 through 20 years of completed service an additional \$33.00 per month to their established step rate (maximum \$99.00).
 - D. 21 through 25 years of completed service an additional \$33.00 per month to their established step rate (maximum \$132.00).
 - E. 26 through 30 years of completed service an additional \$33.00 per month to their established step rate (maximum \$165.00).
 - F. 31 years plus of completed service an additional \$33.00 per month to their established step rate (maximum \$198.00).
- 27.3 It is the obligation of COIC to maintain the job descriptions under its jurisdiction in a current status in the job description manual.
- 27.4 It is the intent of COIC to establish competitive pay ranges based upon a periodic review of similar positions in public and private sector organizations.
- 27.5 The Executive Director will recommend to the Executive Committee of the Board salary range changes as a result of changes in the salary information gathered in 27.4 above. The Executive Committee of the Board will make the final decision on the salary ranges established.
- 27.6 Newly hired employees should be hired at the beginning rate for the salary range of the job. Exceptional circumstances may warrant a starting salary higher or lower than the beginning rate for the job. The Executive Director will make the final decision.
- 27.7 The anniversary date is established at the conclusion of the Introductory Period. On each anniversary date an employee's performance is reviewed for consideration of a merit increase. Any increase granted is not automatic.
- 27.8 Merit increases are recommended by supervisor and manager for approval by the Executive Director with final approval with the Executive Committee of the Board of Directors.
- 27.9 An employee who is promoted/demoted will be placed at a salary step commensurate with their experience and qualifications for the available position. The conditions of promotion/demotion will be prepared in writing by the supervisor and manager for final approval by the Executive Director before the assignment is effective.
- 27.10 The Executive Committee will review the salary and performance of the Executive Director annually.
- 27.11 The Executive Committee may review any salary action at their discretion.

(Revised 06/24/04-Addendum #27)

- 27.12 The Executive Director may recommend to the Executive Committee and the Executive Committee shall have the authority to authorize additional compensation beyond compensation identified in the Salary Schedule when deemed reasonable and appropriate.

28.0 PERFORMANCE EVALUATIONS

(Revised 8/7/09-Addendum #43)

- 28.1 Performance evaluations shall be conducted by the supervisor at completion of their Introductory Period, and annually thereafter. Additionally, special performance evaluations may be conducted at any time and for any reason. An employee may request a special performance evaluation at any time.
- 28.2 The purpose of performance evaluations is to let employees know how they are performing their assigned job duties. It is also used to communicate work standards, areas where work progress has been made or where work improvement is needed, career development potential and possible opportunities.
- 28.3 Each employee shall meet with their immediate supervisor to discuss the results of the evaluation. Each employee shall be asked to comment on their evaluation and shall receive a copy of the final evaluation that is made part of their personnel file.
- 28.4 An employee may appeal the results of their performance review or failure to receive a performance review using the Grievance procedure in Section 22.0.

BENEFITS

29.0 HOLIDAYS

- 29.1 The following days are paid COIC observed holidays:
 - A. New Year's Day (January 1st)
 - B. Martin Luther King, Jr. Birthday (Third Monday in January)
 - C. Presidents Day (Third Monday in February)
 - D. Memorial Day (Last Monday in May)
 - E. Independence Day (July 4)
 - F. Labor Day (First Monday in September)
 - G. Veteran's Day (November 11th)
 - H. Thanksgiving Day (Fourth Thursday in November)
 - I. Christmas Day (December 25th)
- 29.2 If a holiday falls on a Sunday, the following Monday shall be considered a holiday. For holidays falling on Saturday, the proceeding Friday shall be a holiday.
- 29.3 To qualify for holiday pay, an employee must work and/or be paid for the scheduled workday before and the scheduled workday after the holiday.
- 29.4 Employees required to work on the holiday will be paid for time worked at their regular rate plus payment for the holiday.

(Revised 10/29/04, Addendum #28)

- 29.5 The Executive Director may also direct a day to be taken as a holiday in addition to the days listed in Section 29.1.

(Revised 1/31/02-Addendum #14) and again (Revised 7/1/11-Addendum #50)

- 29.6 Full Time non-exempt employees will be paid 8 hours at their regular rate of pay for observed holidays, per section 29.1. Exempt employees will receive their regular salary for that day. Part-time employees, as defined in Section 15.3, will be granted holiday pay based on the employees' scheduled work hours. Part-time employees scheduled to work a minimum of 30 hours per week will receive 6 hours of holiday pay, part-time employees scheduled to work a minimum of 20 hours per week will receive 4 hours of holiday pay. Part-time employees scheduled to work less than 20 hours are not eligible for holiday pay.

30.0 VACATIONS

(Revised 2/1/07-Addendum #35) and again (Revised 7/1/11 – Addendum #51)

- 30.1 Non – Exempt Employees: At date of hire, vacation leave benefits will begin to accrue for non-exempt employees at a rate of .04615 hours of vacation leave for each compensated hour, excluding overtime hours and unpaid leave. This equates to approximately 8 hours of vacation leave a month for an employee working full time. Part time employees must meet the scheduled hour threshold, as defined in Section 15.3 to receive vacation leave benefits. Monthly vacation leave accruals will be available for use the first day of the month following the month they are accrued.

Exempt Employees: At date of hire, vacation leave benefits will begin to accrue for exempt employees at a rate of .04615 hours of vacation leave for each compensated hour, excluding unpaid leave. Exempt Employees' compensated hours are defined as 173.33 hours per month for purposes of vacation leave accrual. Vacation leave accruals will be prorated for periods of un-paid leave, month of hire, and month of termination. Monthly vacation leave accruals will be available for use the first day of the month following the month they are accrued.

(Revised 2/1/07-Addendum #35) and again (Revised-7/1/11 – Addendum #51)

- 30.2 From date of hire through five years of service the employee will earn .04615 hours (approximately 8 hours a month) vacation leave accrual, from 6 through 10 years of service, .05769 hours (approximately 10 hours a month) vacation leave accrual, 11 through 15 years of service, .06923 hours (approximately 12 hours a month) vacation leave accrual, 16 through 20 years of service, .08077 hours (approximately 14 hours a month) vacation leave accrual, and after 21 years of service, .09231 hours (approximately 16 hours a month) vacation leave accrual.

30.3 (Removed 7/1/11-Addendum #51)

- 30.4 Employees will be paid for any unused vacation, earned but not taken, at the employee's current rate of pay at the time of termination.

(Revised 7/1/98 – Addendum #2)

- 30.5 Employees may accumulate a maximum vacation leave of 320 hours. Prior written approval must be granted by the Executive Director to allow vacation leave accumulation in excess of the employee's maximum.

(Revised 7/1/98 – Addendum #2) and again (Revised 7/1/11-Addendum #52)

- 30.6 Employees who have accumulated vacation hours in excess of 120 hours may convert up to 6 times their monthly accrual rate of vacation leave earnings to cash semi-annually. The vacation conversion to cash cannot reduce an employee's accumulated vacation balance below 120 hours. Vacation buyout is subject to available funding and requires supervisor and Executive Director approval. The option for vacation buyout will occur twice a year in January and July. An employee may exercise this option by completing a vacation buyout request and submitting it to Payroll by the 15th of July and/or the 15th of January.

- 30.7 Employees may donate accrued vacation leave for sick leave use by another employee under hardship circumstances.

31.0 GROUP BENEFITS**(Revised 1/31/02 – Addendum #12) and again (Revised 7/1/11-Addendum #53)**

- 31.1 COIC provides group medical, dental, optical and life insurance coverage to eligible employees. To the maximum extent allowed by law, all benefits and plans are subject to change or elimination at the discretion of COIC. After one full calendar month of employment, Full-Time employees, as defined in Section 15.2, are eligible for the standard coverage plans. Each eligible employee will be provided booklets and plan documents detailing the provisions of each plan. To the extent that any information contained in this Handbook is inconsistent with official plan documents, the provisions of the official plan documents will control. Employees will be required to contribute to

coverage in an amount determined each year at renewal of the plans by the COIC Board.

(Revised 9/2/02 – Addendum #25) and again (Revised 7/1/11-Addendum #53)

- 31.2 After one full calendar month of employment, Part-Time employees eligible for benefits, as defined in section 15.3, are eligible for the high deductible coverage plans.
- 31.22 After one full calendar month of employment, Ten Month and Eleven Month employees, as defined in section 15.35, are eligible for the standard coverage plans.
- 31.23 COIC will pay 100% of the employer portion of the insurance premiums for Full Time employees and Ten Month and Eleven Month employees. COIC will pay 100% of the employer portion of the high deductible insurance premiums for part time employees, defined in section 15.3.
- 31.24 A change in employment status will result in an assessment of an employees' eligibility for group benefits. Conversion and enrollment provisions in official plan documents will be COIC's guide for conversions and offerings when a change in employment status takes place.
- 31.3 Upon completion of six calendar months of employment, qualified employees begin participation in the Public Employees Retirement System (PERS). The employee contributes to this plan as determined by rules established by PERS. The COIC Executive Committee will determine each year with approval of the annual budget if COIC will continue to contribute the employee contribution for the next fiscal year.
- 31.4 The Fiscal & Administrative Services Department is responsible for advising terminating employees of their rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) conversion law.
- 31.5 Employees may elect to purchase additional insurance policies including: accident, disability income, hospital confinement, intensive care or cancer insurance coverage through AFLAC. Additional life insurance coverage is available through Deschutes County or AFLAC. Accidental Death and Dismemberment coverage is available through CIGNA. A payroll deduction option is available with these benefits.

(Revised 12/15/05 Addendum # 31)

- 31.6 Employees may elect to defer a portion of their salary to a Section 457 Retirement Plan sponsored through the Hartford Life, Nationwide Retirement Solutions, the International City Managers Association (ICMA), or the Oregon Savings Plan.
- 31.7 COIC is a full participant in the federal Social Security System.
- 31.8 COIC has adopted a Flexible Spending Account Plan under IRC Section 125. IRC section 125 allows employees to pay for certain health related expenses and/or child care with pre-tax income. For the employee, pre-tax means before Federal, State and FICA deductions are made. A payroll deduction occurs for amounts authorized on the enrollment form. After one full calendar month of employment, full-time and part-time employees may elect to participate in the Flexible Spending Account Plan. Each eligible employee will be provided a Summary Plan Description. Manley Services administers the plan for COIC. Employees must submit to Payroll within 30 days of employment an Enrollment or Declination Form.
- 31.9 COIC has adopted an IRC Section 125 Premium Conversion Plan. Any IRC Section 125 eligible insurance premium will be deducted from an employee's compensation on a pre-tax basis.

32.0 BUSINESS TRAVEL

(Revised 7/1/98, Addendum #3)

(Revised 10/15/02, Addendum #26)

- 32.1 When an employee's vehicle is used for COIC business, mileage will be compensated at the rate established by the Internal Revenue Service. Other expenses required in the course of travel, such as taxi, parking fees, etc. are reimbursed with appropriate receipts. Personnel using a privately owned vehicle for official company travel are required to carry personal auto liability insurance as mandated by state law for the use of the vehicle. Collision and comprehensive physical damage losses to the private vehicle or personal injury protection are not covered by COIC.

The mileage reimbursement rate, paid to personnel for use of the private vehicle includes the proportionate cost of the individual's insurance as well as fuel and maintenance. Workers compensation provides coverage for injuries to employees, if the accident occurred within the scope of the employee's duties.

- 32.2 Each employee works out of a "base" office from which mileage is determined. For employees who commute to their base office but occasionally are required to work or attend a meeting elsewhere, mileage is computed by subtracting normal commuting distance from actual mileage.

(Revised 5/3/07, Addendum #37) and again (Revised 2/7/12-Addendum #48)

- 32.3 Meal expenses are reimbursed on a fixed per diem rate based on the federal rates identified on the U.S. General Services Administration website:

Per Diem Rates (<http://www.gsa.gov/perdiem>)

Rate Break Down (<http://www.gsa.gov/mie>)

The rate COIC uses will be calculated based the GSA rate, less the amount included in the GSA rate for "incidentals." The rate will be determined using the GSA standard rate, unless the area that the employee is traveling to is on the high-cost locale table.

Meals for travel are reimbursed on the per diem basis, only if travel requires an overnight stay. Gratuities are considered a part of the per diem rate, are at the discretion of the employee, and will not be additionally reimbursed. An employee may use the per diem amount at their discretion – i.e. for a full day's travel, you may spend more at dinner and less at breakfast if you so desire. An employee will not be reimbursed for a meal that is provided by the conference, agency or meeting attended.

- The first and last calendar day of travel will be calculated at 75% of the COIC use rate (see above). The travel destination on the first day of travel, and the last locale visited before travel home are the locale basis for the 75% calculated use rate.

Upon return from travel, a "Per Diem Meal Reimbursement Form" should be completed. Receipts are not required for the meal per diem reimbursement.

A Manager signature is required prior to Accounts Payable issuing per diem payments.

(Revised 1/20/05, Addendum #32) and again (Revised 5/3/07, Addendum #36) and yet again (Revised 8/6/09 – Addendum #44).

- 32.4 The actual cost of lodging required in the course of business for overnight travel within Oregon exclusive of the metropolitan and coastal areas will be reimbursed with appropriate receipts not to exceed \$110.00 per day plus tax. For travel to metropolitan and coastal areas, lodging will be reimbursed with appropriate receipts not to exceed \$140.00 per day plus tax.

Lodging reservations are to be completed by the Fiscal and Administration Department.

In exceptional cases when scheduling through the Fiscal and Administration Department is not possible or practical, employees should attempt to secure the best rate by requesting government or commercial rates

(Revised 1/20/05, Addendum #34)

- 32.5 Lodging and meals scheduled as part of a meeting, conference, banquet, or other hosted event are excluded from this criterion. Expenses for the same meals that are otherwise included as part of a fee to attend a banquet, conference, or other hosted event will not be reimbursed in addition to the meal provided at the event. Hors d'oeuvres and continental breakfast are not considered a meal.
- 32.6 When an employee is required to be out of district overnight they are permitted one personal daily phone call of up to five minutes each. An employee may either use their personal phone calling card and submit their billing for reimbursement or use a COIC phone calling card available from the Fiscal and Administrative Services or any Coordinator.
- 32.7 Employees who will require the use of a credit card may request one from Fiscal and Administrative Services. Lost or stolen credit cards should be reported immediately. Please submit all receipts for charges made on the company credit cards when returning the credit card.
- 32.8 Travel reimbursement will be issued by separate check upon receipt of an approved travel log. Travel logs are to be submitted prior to the end of the month. Any travel log submitted for under \$10.00 will be held until combined travel logs exceed \$10.00 at which time a check will be issued.

33.0 TRAINING AND DEVELOPMENT

(Revised 11/1/00 –Addendum #7)

- 33.1 COIC encourages employees to increase job knowledge and skills. In addition to the initial orientation and training, COIC may provide conference attendance, seminars, training programs, college classes, continuing education, certification requirements, and training programs intended to maintain or improve employee job knowledge, skills and professional ability.

COIC will pay incurred tuition/registration, allowable travel, and salary when COIC requires an employee to attend training.

When an employee elects to seek further education or training while employed with COIC that is not required by COIC, consideration for reimbursement of tuition and related costs will be based on the following conditions:

- 1) work relatedness;
- 2) potential benefit to COIC;
- 3) COIC's financial capability; and
- 4) an employee's willingness to commit their personal time to ensure successful completion.

If further education or training is approved, COIC will reimburse for up to the full cost of tuition, books, and fees. If needed, employees may be given an advance to pay for tuition, books, and fees.

If the employee does not complete or attend the course he/she will be responsible for reimbursing COIC the amount of the advance unless the reason for non-completion is due to an unforeseen hardship. The course will be conducted outside the employee's regular working hours unless unpaid leave or vacation leave is approved by employee's supervisor and the Executive Director. The employee will not be compensated for the time spent in class unless the course is required by COIC.

All training and education must have prior approval of the employee's supervisor, manager, and the Executive Director.

- 33.2 COIC will pay for the expense of any licensing required to maintain an employee's compliance with a COIC job qualification.

LEAVE OF ABSENCE

34.0 LEAVES OF ABSENCE-GENERAL RULES

(Revised 7/1/2001 – Addendum #8) and again (Revised 7/1/11-Addendum #54)

- 34.1 All leaves of absence with or without pay will be scheduled with primary consideration of assuring COIC's ability to serve its client group, as determined by supervisor, manager and the Executive Director.
- 34.2 Leave of absence with or without pay will be granted only after approval of the employee's supervisor, manager and concurred to by the Executive Director.
- 34.3 For planned leaves equal to or exceeding an employee's normal working day, an "Employee Leave Request" must be completed and approved.
- 34.4 Paid leaves shall be granted only on the basis of accrued time earned. There shall be no borrowing against unaccrued sick leave or vacation leave time.
- 34.5 Leave without pay will not be authorized without first utilizing appropriate paid leave accumulated.

Removed 34.6 and 34.7 (7/1/11-Addendum #54)

35.0 SICK LEAVE

(Revised 7/1/11-Addendum #51)

- 35.1 Non – Exempt Employees: At date of hire, sick leave benefits will begin to accrue to non-exempt employees at a rate of .04615 hours of sick leave for each compensated hour, excluding overtime hours and unpaid leave. This equates to approximately 8 hours of sick leave a month for an employee working full time. Part time employees must meet the scheduled hour threshold, as defined in Section 15.3 to receive sick leave benefits. Monthly sick leave accruals will be available for use the first day of the month following the month they are accrued.

Exempt Employees: At date of hire, sick leave benefits will begin to accrue to exempt employees at a rate of .04615 hours of sick leave for each compensated hour, excluding unpaid leave. Exempt Employees' compensated hours are defined as 173.33 hours per month for purposes of sick leave accrual. Sick leave accruals will be prorated for periods of un-paid leave, month of hire, and month of termination. Monthly sick leave accruals will be available for use the first day of the month following the month they are accrued

35.2 **(Revised 1/31/02 – Addendum #16) and again (Removed 7/1/11-Addendum #51)**

- 35.3 Notification shall be made in accordance with Section 20.0 Tardiness and Absenteeism.
- 35.4 Accrued sick leave will not be paid to an employee upon termination of employment nor upon retirement.

(Revised 10/25/01) – Addendum #11)

- 35.5 Sick leave may be utilized for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, or attendance upon members of the employee's immediate family as defined in Section 11.3 where the employee's presence is required because of illness or death.

36.0 JURY AND WITNESS DUTY

- 36.1 An employee who has been summoned or subpoenaed to serve as a jurist or witness will receive their regular pay for such period.
- 36.2 Compensation received, with the exception of travel pay, as a result of jury/witness duties is to be transferred by the employee to COIC as a partial offset to earnings.

37.0 DEATH IN THE FAMILY

(Revised 1/31/02 – Addendum #17)

- 37.1 Full-Time and part-time employees working 20 or more hours, who have completed one calendar month of employment, will be paid up to three days of leave pay for a death which occurs in their immediate family provided:
 - A. The absence occurs during the period beginning on the date of death and ending with the day after the funeral.
 - B. The absence occurs during the employee's regularly scheduled workweek.
- 37.2 Immediate family for the purposes of this benefit is defined in Section 11.3.
- 37.3 Absences greater than three workdays shall be charged against sick leave.
- 37.4 Part-time employees hired to work between 20 and 39 hours per week will be eligible for this benefit on a pro-rata basis, as defined in Section 15.3 and Section 15.35.

38.0 MILITARY LEAVE

- 38.1 Full-time and part-time employees who are a member of the National Guard or reserve component of the armed forces of the United States can arrange for leave not to exceed 15 working days, if bonafide orders are presented to their supervisor and manager indicating participation in summer encampments and/or cruises are required. This leave shall be granted without loss of pay or other benefits.
- 38.2 COIC will grant leaves of absence and reinstatement rights to employees called to active duty in the armed forces of the United States, according to federal law.

39.0 PREGNANCY TRANSFER/LEAVE

(Revised 1/31/02 – Addendum #18)

- 39.1 A woman using pregnancy disability leave is entitled to 12 additional weeks of leave in the same leave year for any qualifying OFLA purpose. A female employee may take a total of 12 weeks of leave for an illness, injury or condition related to pregnancy or childbirth that disables the employee from performing any available job duties offered by the employer.
- 39.2 Because pregnancy disability leave is a form of serious health condition leave conditions of Section 40.0 apply.
- 39.3 This leave will be administered in accordance with Oregon and Federal Law and the COIC Family Leave Act Policy

40.0 FAMILY LEAVE

(Revised 1/31/02 – Addendum #19)

- 40.1 COIC complies with Oregon Family Leave Act and Federal Family and Medical Leave Act requirements. To be eligible for leave, employees must be employed for the 180-day calendar period immediately preceding the leave. For leave other than for birth, adoption or placement of a foster child an employee must also have worked an average of at least 25 hours per week for 180 calendar days immediately preceding the date on which the family leave begins, or have been employed by COIC for at least 12 months (which need not be consecutive), with at least 1250 hours in the previous 12 calendar months.
- 40.2 The purpose of such leave is to provide care for the employee's spouse, son or daughter, parent, parent-in-law, or same-sex domestic partner who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job.
- 40.3 Medical certification of a serious health condition may be required from the attending physician prior to granting such leave. Employees are required to advise their supervisor and the Fiscal & Administrative Manager of such a leave request 30 days in

advance by filing a "Family Leave Act-Request for Leave". In an emergency, employees must give verbal notice within 24 hours of starting a leave.

- 40.4 Employee's on family leave will be required to use any accrued paid leave, including sick leave prior to using any unpaid leave.
- 40.5 This leave will be administered in accordance with Oregon and Federal law and the COIC Family Leave Act Policy.

41.0 PARENTAL LEAVE

(Revised 1/31/02 – Addendum #20)

- 41.1 COIC complies with the Oregon Family Leave Act and the Federal Family and Medical Leave Act. Employees can take parental leave during the year following the birth of a child or adoption or foster placement of a child under 18, or a child 18 or older incapable of self-care because of a mental or physical disability. Parental leave includes leave to effectuate the legal process required for foster placement or adoption.
- 41.2 Employees are eligible for parental leave after being employed for 180 calendar days, without regard to the number of hours worked per week.
- 41.3 An employee may take up to twelve calendar weeks of leave beginning with the first day of parental leave. The 12-week period shall be the 12 consecutive week period, commencing with the birth or the taking of adoptive custody. Leave may be taken intermittently or in full during that 12 consecutive week period. However under no circumstances will parental leave be allowed beyond the twelve consecutive week period.
- 41.4 This leave will be administered in accordance with Oregon and Federal law and the COIC Family Leave Act Policy.

42.0 LEAVE WITHOUT PAY

- 42.1 An Employee, who has completed their Introductory Period, may request leave without pay beyond the accrued leave. The supervisor and manager with the concurrence of the Executive Director may grant a leave without pay. Requests for such leave without pay should be made in writing as early as possible. Leave without pay will not be granted longer than 30 days unless special approval of the Executive Director is obtained.
- 42.2 Except for accrued sick leave, all accrued paid leave must be exhausted prior to leave without pay being granted.
- 42.3 Insurance coverage will remain in effect during leave without pay for periods during which premiums have been previously paid by the employer.
- 42.4 Sick and vacation leave will not be accrued during periods of leave without pay.

SAFETY

43.0 SAFETY

- 43.1 Every employee is responsible for on the job safety. To achieve the goal of providing a safe work place, everyone must be safety conscious. Each employee is to report any unsafe or hazardous condition directly to their supervisor and manager or a member of the COIC Safety Committee in writing. Safety Committee member's names are posted on the official bulletin board at each location. Management in cooperation with the Safety Committee is obligated to address any safety problem as soon as possible.
- 43.2 In case of an accident involving a personal injury, regardless of how serious, employees must notify their supervisor and manager immediately. Failure to report such an injury, on the part of an employee, is a violation of Section 19.4(F).

MISCELLANEOUS

44.0 BULLETIN BOARDS

(Revised July 1, 2001 – Addendum #9)

44.1 Employees shall be notified of work-related information of interest, including job openings by interoffice email.

45.0 POLITICAL ACTIVITIES

45.1 Partisan political activities by COIC employees are limited by the provisions of the Hatch Act. Violations of the Act are grounds for dismissal.

45.2 The Business Services Unit has a copy of the Hatch Act that is available to employees at any time for reference. Each employee is expected to understand their obligations under this Act.

46.0 LICENSE REQUIREMENTS

(Added 1/31/02-Addendum #21)

46.1 COIC requires all applicants for Classroom Instructor positions to hold a valid Oregon teaching license as a condition of employment. Those offered employment by COIC must present their teaching license to the Fiscal and Administrative Manager before the Executive Director will consider approving their employment. Applicants not presenting their valid Oregon teaching license when requested will not be considered for employment at COIC.

46.2 Teachers Standards and Practices Commission issues an application 90 days in advance to every current holder of an Oregon license by sending a form to the person's last known address. It is the license holder's responsibility to make sure TSPC has their current address.

46.3 The law regulates expiration dates to coincide with each employee's birthday. COIC will suspend any employee without pay who does not have a valid Oregon license until a valid Oregon license is presented to the Fiscal & Administrative Manager.

46.4 At the discretion of the Executive Director and if there is a licensed classroom instructor at the same base site and the applicable school district consents, the classroom instructor with the expired license may be allowed to remain employed as a classroom aide until a valid Oregon license is obtained. Salary will be reduced to Grade 2 Step 1 for the unlicensed period of employment which shall not exceed 120 days at which time the employee shall be terminated.

46.5 It is the responsibility of all licensed employees to take the proper course of action to gain renewal in a timely manner. The Youth Program Administrator will assist all licensed employees with the process, if requested.