

Seal Rock Water District Personnel Employee Handbook



Effective July 1, 2026

Table of Contents

Employee Handbook

Oregon Government Employers

INTRODUCTION	1
WELCOME TO SEAL ROCK WATER DISTRICT.....	2
OUR HISTORY.....	3
ABOUT THIS HANDBOOK.....	4
EMPLOYMENT POLICIES	5
EMPLOYMENT RELATIONSHIP	6
AMERICANS WITH DISABILITIES ACT	7
Pregnancy Accommodation Policy.....	7
HARASSMENT.....	8
Sexual Harassment and Sexual Assault.....	8
Retaliation Prohibited.....	9
Reporting Harassment, Discrimination, Retaliation, or Sexual Assault.....	9
Investigation Process.....	9
Corrective Action.....	9
External Complaint Procedures.....	10
Employment Agreements.....	10
Additional Employee Support Services.....	10
WORKPLACE PROFESSIONALISM.....	11
DISPUTE RESOLUTION	12
Reporting Issues Other than Harassment/Discrimination.....	12
EMPLOYMENT	13
RECRUITMENT	14
Job Postings.....	14
Veterans Preference.....	14
Application Process	15
Interviews or Screening Process.....	15
Reference Checks	15
Conditional Job Offer.....	15
Final Job Offer.....	16
ONBOARDING.....	17
New Employee Orientation.....	17
Introductory Period.....	17
Promotions and Transfer Training Period	17
Re-employment.....	17
Credit for Prior Seniority.....	18
Employment Classifications.....	18
EMPLOYMENT RECORD KEEPING	19
Access to Personnel Files.....	19
Change in Personal Data.....	19
EMPLOYMENT RELATIONS AND CONDUCT	20
ETHICS	21
Public Officials	21
Gifts	21

District-Provided Food, Beverages, and Low-Value Items.....	21
Use of Official Position or Office	22
Honoraria.....	23
Financial Interest in Public Contracts	23
CONFIDENTIALITY	24
District and Customers	24
Employee Records	24
WORKPLACE RULES	26
WHISTLEBLOWER PROTECTIONS.....	27
DRESS CODE AND GROOMING	28
COMMUNICATION AND SOFTWARE SYSTEMS	29
Cybersecurity Responsibilities and Awareness	29
Electronic Communications Systems.....	29
Electronic Mail System	30
District-owned Personal Computers	30
Remote Work and Access Controls	30
Mobile Devices	30
Use of Internet, Virtual Private Network, and Commercial Online Systems.....	31
Monitoring.....	31
Prohibited Conduct.....	32
Telephone Usage.....	32
Voice Mail System	32
Cell Phones	32
Incident Response Reporting Obligations	33
PERFORMANCE MANAGEMENT AND REVIEW	34
CORRECTIVE ACTION.....	35
COMPENSATION.....	36
PAY ADMINISTRATION.....	37
Salary Placement Upon Hire.....	37
Salary Upon Promotion	37
Pay While Temporarily Working at Higher Level.....	37
Extra Duty Differential Pay	37
Cost of Living Increases	37
Pay Increases	38
Anniversary Dates.....	38
Performance Reviews.....	38
Performance Bonus Program	39
PAY PRACTICES	41
Pay Orientation (Effective January 1, 2026).....	41
Paydays.....	41
Pay Statements [Effective January 1, 2026]	41
Payroll Deductions.....	41
Pay Advances.....	41
Delivery of Paychecks	42
Method of Payment	42
Employee Withholding Allowance Certificates (Form W-4).....	42
Time Records for Non-Exempt Employees.....	42
Time Records for Exempt Employees.....	42
Overpayments [Effective January 1, 2026].....	42
Dispute Resolution Process for Paycheck Errors	43
Final Paycheck	43
HOURS OF WORK AND WORK SCHEDULES	44
District Hours.....	44
Overtime.....	44
Compensatory Time	44

Call-back Pay.....	44
On-call / After Hours	45
Meal and Rest Periods.....	45
Lactation Breaks	45
Social and Recreational Activities.....	45
Inclement Weather and Emergency Closures	45
TELEWORK OR TELECOMMUTE	47
Information Technology	47
Security.....	48
Physical Security.....	49
EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT	50
Expense Reimbursement Procedure and Reports.....	50
Mileage Reimbursement	50
Credit Card Payment	50
Overnight Travel and Meal Expense Reimbursement.....	50
Meal Reimbursement Limits	51
Exceeding meal reimbursement limits.....	51
Alcoholic Beverages.....	51
Transportation Expense Reimbursement.....	51
Spouse/Guest Expense Reimbursement	51
Monthly Cellular Usage Stipend	51
Monthly Internet Usage Stipend	51
PAY EQUITY	53
BENEFITS.....	54
PURPOSE AND POLICY	55
Benefit Design and Modification	55
Benefit Plan Documents	55
HEALTH INSURANCE BENEFITS	56
Eligibility	56
Plan Enrollment.....	56
Premiums.....	56
Termination of Coverage.....	56
Portability/Conversion of Health Plan.....	57
DENTAL INSURANCE BENEFIT	58
Eligibility	58
Plan Enrollment.....	58
Premiums.....	58
OTHER INSURANCE BENEFITS.....	59
Group Life Insurance	59
VACATION LEAVE	60
Eligibility	60
Accrual Rates	60
Request for Leave.....	60
Vacation Leave Upon Separation	60
SICK LEAVE	61
Accrual Rates	61
Use of Sick Leave	61
Sick Leave Upon Separation	61
MANAGEMENT LEAVE FOR EXEMPT EMPLOYEES.....	62
Eligibility	62
Accrual.....	62
Use of Leave	62
Carryover and Cash-Out	62
PAID HOLIDAY BENEFIT.....	63
Eligibility	63

<i>Working on a Holiday</i>	63
OTHER BENEFITS.....	64
Employee Assistance Program	64
PERS (Public Employees Retirement System).....	64
Oregon Savings Growth Plan (OSGP).....	65
Workers' Compensation.....	65
LEAVES OF ABSENCE.....	66
LEAVE OF ABSENCE POLICY.....	67
DISTRICT PAID BEREAVEMENT LEAVE	68
Length of Leave	68
Request Procedure.....	68
Pay While on Leave	68
Status of Benefits	68
CIVIC DUTY LEAVE.....	69
Jury or Witness Duty Leave	69
Voting Leave	69
CRIME VICTIMS' LEAVE.....	70
DOMESTIC VIOLENCE LEAVE	71
FAMILY AND MEDICAL LEAVE (FMLA)	72
OREGON FAMILY LEAVE ACT (OFLA).....	72
LEAVE TO DONATE BONE MARROW.....	73
PERSONAL LEAVE OF ABSENCE	74
UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT	76
PAID LEAVE OREGON – INSURANCE	78
HEALTH AND SAFETY	81
EMPLOYEE HEALTH AND SAFETY.....	82
Early Return to Work Program	82
Smoking in the Workplace.....	83
Employee Right to Know/Hazard Communication Program	83
SUBSTANCE AND ALCOHOL.....	85
Employee Assistance Program	85
Alcohol.....	85
Drugs	85
Right To Test And Search.....	86
Testing Procedures.....	87
Pre-Employment Testing.....	87
Reasonable Suspicion	87
Post-Accident.....	88
Follow-Up Testing.....	88
Random Testing.....	88
Test Results.....	88
Medicinal Use of Marijuana	89
Refusals To Test.....	89
Shy-Bladder	89
Situations Not Covered By Policy	89
WORKPLACE VIOLENCE	90
EMERGENCY PREPAREDNESS.....	91
EMPLOYMENT SEPARATION	92
SEPARATION FROM EMPLOYMENT	93
Resignation.....	93
Job Abandonment	93
Job Elimination, Reduction in Work Hours.....	93
Discharge.....	94

Exit Interview..... 94
Return of District Property..... 94
HANDBOOK RECEIPT ACKNOWLEDGMENT FORM 96

INTRODUCTION

WELCOME TO SEAL ROCK WATER DISTRICT

We're happy to welcome you to the Seal Rock Water District (SRWD). We are excited to have you join our team and genuinely believe that your skills and experience will make you a valuable addition to our most important asset – our dedicated employees.

At SRWD, we strive to create a work environment that promotes productivity, collaboration, and overall well-being. Our comprehensive compensation and benefits program includes competitive salaries, health insurance, retirement plans, and opportunities for professional development. We also foster an interactive culture where teamwork and mutual respect are paramount. As you settle into your role, we encourage you to contribute your best efforts and bring your unique talents to enhance our positive atmosphere.

We are committed to your success and believe that a strong understanding of our district and your specific role is essential. This Employee Handbook has been meticulously prepared to provide you with important information regarding our policies, procedures, and best practices. We urge you to familiarize yourself with its contents and keep it handy for easy reference as you navigate your new position.

At SRWD, we value open and constructive communication. Our “open door” policy encourages you to ask questions or seek clarification regarding any policies or procedures that may be unclear. We also invite your suggestions for improving our operations, enhancing our services, or identifying cost-saving measures. Your insights are invaluable, and we believe that every employee has the potential to contribute to our collective success.

Once again, welcome to our team! We wish you great success in your new position and hope that you find fulfillment and joy in your work here at Seal Rock Water District. Your contributions are truly appreciated, and we look forward to seeing how you will help us grow and succeed together.

OUR HISTORY

Serving the Central Oregon Coast Since 1956

Seal Rock Water District (SRWD) was officially formed in 1956 by a vote of the people to provide reliable, safe, and locally managed water service to the rural, unincorporated community of Seal Rock and surrounding areas along the Central Oregon Coast. The District was established under Oregon Revised Statutes as a domestic water supply district, governed by an elected five-member Board of Commissioners and operated as a special district with local autonomy and accountability to its ratepayers.

In the early years, SRWD's water supply was sourced from small, local springs and creeks, supplemented by a limited groundwater well system. As demand grew and the limitations of these sources became evident, especially in dry summer months, the District began exploring more robust and sustainable alternatives.

In 1975, the district partnered with the City of Toledo to develop a primary water source on the Siletz River. Through the development of a Wholesale Water Purchase Agreement, the city of Toledo provided treated water to the district until 2022.

During the 1980s and 1990s, SRWD experienced steady growth and invested in system upgrades, including the expansion of transmission and distribution lines and the development of storage infrastructure. However, by the early 2000s, aging infrastructure and concerns about source reliability prompted the District to take significant steps toward long-term water security.

In 2015, after years of careful planning, public input, and collaboration with regional partners, Seal Rock Water District took a major step forward by constructing a surface water intake from Beaver Creek and constructing a 2MGD membrane water treatment facility east of the Community of Makai. In 2022, SRWD became a water treatment and distribution system.

Today, Seal Rock Water District serves approximately 5,500 residents across a 12-square-mile service area, stretching from the community of Seal Rock northward toward South Beach and South to the Alsea Bridge and eastward toward the city of Toledo along South Bay Road. The District is known for its commitment to customer service, transparency, water quality, and resilience planning. SRWD continues to invest in infrastructure modernization, emergency preparedness, and environmental stewardship to ensure that the needs of current and future generations are met.

From its modest beginnings to its current role as a regional leader in rural water utility management, Seal Rock Water District remains guided by its mission: To provide high-quality water and excellent customer service at a responsible cost.

ABOUT THIS HANDBOOK

This Employee Handbook is a guide to help you understand our employment provisions and expectations. The Handbook applies to all 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 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 the General Manager.

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 district are served.

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

This handbook is not intended to undermine or remove your rights as outlined by the National Labor Relations Board (NLRB). We fully acknowledge and respect your rights to engage in protected concerted activities, which include the right to discuss wages, working conditions, and other terms of employment with your fellow employees, as well as the right to form, join, or assist labor organizations. If you have any concerns or questions regarding your rights or any content in this handbook, please seek clarification from your HR representative or legal counsel.

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.

EMPLOYMENT POLICIES

EMPLOYMENT RELATIONSHIP

You and SRWD are engaged in an “at-will” employment relationship. Therefore, employment at SRWD 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 district may terminate the employment relationship at any time, with or without reason or advance notice.

No one in the district has the authority to enter into any agreement contrary to this “at-will” relationship except the General Manager or Board President. It cannot be altered, except when in writing and signed by the General Manager or designee.

Equal Employment Opportunity

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

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

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

All employees in the district are responsible for following and carrying out this policy according to the spirit and intent of our equal employment commitment. Management provides and supports a dispute resolution procedure for complaints alleging discrimination. Employees are expected to bring any questions, issues, or complaints to Management’s attention. If you believe you have been harassed, or if you witness or suspect any violation of this policy, you should report the matter immediately to the General Manager. We also encourage you to document your concerns. We will not retaliate against you for filing a complaint or cooperating in an investigation and we will not tolerate or permit retaliation by Management or co-workers.

SRWD 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 District office.

AMERICANS WITH DISABILITIES ACT

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

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

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

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

SRWD 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, if the requested accommodations don't cause an undue hardship on the district. Individuals protected by the ADA/ADAAA should discuss their needs for possible accommodation with the General Manager or the Finance Manager.

Pregnancy Accommodation Policy

SRWD will make reasonable accommodations to employees that are experiencing known limitations related to pregnancy, childbirth or a related medical condition, to the extent the accommodation can be made without imposing an undue hardship on the district. SRWD seeks to comply with both the federal Pregnant Workers Fairness Act (PWFA) and any state provisions and rules it is subject to regarding pregnancy related conditions as well. Possible accommodations may include:

- Acquisition or modification of equipment or devices;
- More frequent or longer break periods or periodic rest;
- Assistance with manual labor; or
- Modification of work schedules or job assignments.

SRWD will not take adverse action against an employee for inquiring about, requesting, or using a reasonable accommodation.

HARASSMENT

SRWD will not tolerate conduct by any employee, elected official, board or commission member, volunteer, intern, customer, contractor, vendor, or member of the public that harasses, discriminates against, disrupts, or interferes with an employee's work performance or creates an intimidating, offensive, or hostile work environment. All forms of harassment, discrimination, retaliation, and sexual assault are prohibited. SRWD is committed to maintaining a workplace where all individuals are treated with dignity and respect and where employment opportunities are provided without regard to race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, citizenship, genetic information, marital status, veteran status, physical or mental disability, on-the-job injury, genetic information, protective hairstyle, or any other status protected by federal, state, or local law.

Examples of prohibited conduct include, but are not limited to, telling ethnic jokes; using religious slurs, offensive slang, or derogatory terms; mocking or mimicking an individual's speech, accent, disability, age, religion, sex, sexual orientation, gender identity, national origin, or other protected characteristic; displaying offensive written or graphic material; threatening, intimidating, or hostile acts; and using electronic communications, including email, text messages, social media, or other electronic means, to engage in harassing conduct. Harassing individuals through derogatory comments, negative stereotyping, insults, or other conduct that creates a hostile, intimidating, or offensive work environment is strictly prohibited.

Sexual Harassment and Sexual Assault

Sexual harassment is a form of unlawful discrimination and is prohibited by SRWD. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when:

- Submission to the conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of the conduct is used as the basis for employment 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 may include sexual or sexist language, jokes, innuendos, comments regarding an individual's body, sexual prowess or deficiencies, leering, whistling, inappropriate touching, insulting or obscene comments or gestures, display of sexually suggestive materials, and other verbal, visual, or physical conduct of a sexual nature. Cell phone communications, text messages, social media posts, and other electronic communications may also constitute sexual harassment.

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

No person shall threaten or imply, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, promotion, advancement opportunities, assigned duties, shifts, or any other term or condition of employment.

This policy applies to conduct occurring in the workplace, during work-related travel, at conferences, training events, meetings, social functions sponsored by SRWD, and any other activity coordinated by or through SRWD. The policy also applies to conduct occurring outside the workplace when such conduct impacts the workplace or work environment.

Retaliation Prohibited

SRWD prohibits retaliation against any employee or individual who reports discrimination, harassment, sexual assault, or retaliation; participates in an investigation; serves as a witness; or otherwise exercises rights protected by law. Any act of retaliation is a serious violation of this policy and will result in corrective action.

Reporting Harassment, Discrimination, Retaliation, or Sexual Assault

Any employee who believes they have been subjected to harassment, discrimination, retaliation, or sexual assault, who has witnessed such conduct, or who suspects a violation of this policy, should immediately report the matter to the General Manager or the Finance Manager. Employees are encouraged to document incidents, dates, locations, and potential witnesses whenever possible.

Employees are encouraged, but not required, to advise an offending individual that the conduct is unwelcome and request that it stop. Employees may bypass this step and proceed directly to the complaint process.

Complaints and concerns may be reported within four (4) years of the alleged conduct. SRWD encourages prompt reporting so concerns may be addressed as quickly and effectively as possible.

Investigation Process

All complaints will be investigated promptly, thoroughly, and impartially. Investigations may include interviews with the complainant, the accused, witnesses, and any other individuals with relevant information. Discretion will be exercised throughout the investigation process to maintain confidentiality to the greatest extent possible; however, confidentiality cannot be guaranteed.

Every effort will be made to complete investigations within thirty (30) days, although circumstances may require additional time. Employees will be informed of the outcome of the investigation when appropriate.

Following receipt of a complaint, SRWD will follow up with the complainant at least quarterly for one (1) year to ensure that no further concerns or retaliation have occurred. An employee may request in writing that such follow-up communications cease.

Corrective Action

Any employee, manager, supervisor, elected official, volunteer, intern, contractor, vendor, or other individual found to have engaged in prohibited conduct, or retaliation will be subject to appropriate corrective action, up to and including termination of employment, removal from service, contract termination, or exclusion from District property, as applicable.

Knowingly false or malicious complaints made in bad faith may also result in corrective action. Complaints made in good faith, even if not substantiated, will not result in disciplinary action.

External Complaint Procedures

SRWD encourages employees to utilize internal reporting procedures but recognizes that employees may choose to pursue external remedies. Employees may contact:

- Oregon Bureau of Labor and Industries (BOLI): www.oregon.gov/boli/pages/index.aspx
- Civil or Criminal Action. In such cases, a Notice of Claim must be provided in accordance with ORS 30.275.

Employment Agreements

No employee will be required or invited to enter into a nondisclosure, non-disparagement, or similar agreement that prevents disclosure of information related to discrimination, harassment, retaliation, or sexual assault as a condition of employment, continued employment, promotion, compensation, or receipt of benefits. An employee may request such an agreement and will be provided at least seven (7) days to revoke the request.

Additional Employee Support Services

Employees may seek assistance through the District's Employee Assistance Program (EAP) and other available counseling, legal, or support services. SRWD currently provides Employee Assistance Program services through Canopy.

WORKPLACE PROFESSIONALISM

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

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

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

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

- Making derogatory comments about your co-workers or the district on 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 that are not central to the job.
- Taking credit for another person's ideas

Any employee who has experienced unprofessionalism should immediately report the behavior according to the reporting process outlined in our anti-harassment policy. All reports will be investigated and addressed. Making false/baseless or malicious complaints of unprofessionalism will be regarded as a serious offense, which may also lead to corrective action, up to and including termination.

DISPUTE RESOLUTION

We believe that undisclosed problems will remain unresolved and will lead to impaired work relationships, dissatisfaction with working conditions, and a decline in operational efficiency. Therefore, the district 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

Employees are encouraged to raise work-related questions or concerns as soon as practicable after becoming aware of an issue. In most circumstances, employees should first discuss the matter with their immediate supervisor or manager, who will make reasonable efforts to review and address the concern in a timely manner.

If an employee believes it would be inappropriate or ineffective to raise the concern with their immediate supervisor, such as when the concern involves that supervisor, the employee may raise the issue with the next level of management. If the concern involves the General Manager, the employee may report the issue to the Board President. Employees may use any of these reporting options without fear of retaliation, consistent with District policy and applicable Oregon and federal law.

EMPLOYMENT

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

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

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

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

RECRUITMENT

For each vacant position to be filled, SRWD will review the duties and responsibilities, and the FLSA designation, prior to posting notice inviting applications.

Job Postings

Job postings will contain the job title, the salary range offered, the general duties and responsibilities, summary of benefits offered, qualifications required, veterans' preference statements, and how to apply.

Veterans Preference

Oregon law requires all public employers provide employment and promotion preference to veterans, including National Guard members, and disabled veterans who qualify for civil service positions. [Reference: ORS 408.225–408.237 and related administrative rules]

- Eligibility - Preference is afforded only to veterans and disabled veterans who:
 - Successfully complete the initial screening, application examination, or civil service test;
 - Meet all minimum qualifications and any special qualifications for the position;
 - Provide required documentation to confirm eligibility:
 - Veterans (non-disabled): +5 percentage points
 - Applicants must provide:
 - Copy of Form DD-214 or 215 (Certificate of Release or Discharge from Active Duty)
 - Must show honorable discharge or general discharge under honorable conditions.
 - Disabled veterans: +10 percentage points
 - Applicants must provide:
 - A copy of Form DD-214 or 215, and
 - Official documentation from the U.S. Department of Veterans Affairs (VA), or military branch, certifying service-connected disability.
 - Examples: A VA disability rating letter or summary of benefits.
- Eligible veterans and disabled veterans receive additional preference points as follows:
 - **Scored Examinations:** Add the applicable points to the total applicant score, regardless of how the score is composed.
 - **Unscored Evaluations** (e.g., ranking, or qualitative review): Use a structured method to give special consideration. For example, elevate qualified veterans by one level and disabled veterans by two levels in the ranking.
 - **Interviews:** If an interview is part of the hiring process, the agency must interview every veteran or disabled veteran who:
 - Meets minimum and special qualifications, **and**
 - Demonstrates transferable skills relevant to the position

When final scores are equal or the ranking places veteran and non-veteran candidates at the same level after applying preference, the veteran (or disabled veteran, if applicable) will be selected.

Documentation is required throughout the recruitment process to ensure compliance. Hiring managers must document all evaluation steps, including how veterans' preference was applied and, if applicable, reasons for not advancing or hiring a veteran.

Upon a written request by a veteran not appointed to a position, SRWD will provide a written explanation. The decision may not be based solely on veteran status; it must relate to qualifications.

If the applicant feels this policy has been violated, they may contact the General Manager or may file a verified written complaint with the Oregon Bureau of Labor and Industries (BOLI).

Application Process

An individual will follow the job posting instructions and submit application materials within the designated time-period. We have the right to exclude or disqualify applicants for failing to follow job posting instructions and timelines.

Application materials may include a Seal Rock Water District application, resume, and/or cover letter, veterans' preference supporting documents, responses to essay questions or work examples. Any materials containing the applicant's age, date of birth, when the applicant attended school or graduated, and all dates must be redacted prior to submittal. If dates are not redacted from the submitted materials, this will be done by the manager recruiting for the position prior to being reviewed for qualification or shared with decision makers. Confirmation of dates, as needed, may be requested following a conditional job offer. Employers shall not require an applicant to provide a valid driver's license unless the ability to legally drive is an essential function of the job or is related to a legitimate business purpose.

Interviews or Screening Process

All questions, practical exercises or interviews will be performed in a fair, equal opportunity manner to all job applicants regardless of race, color, religion, sex, national origin, age, disability, or genetic information. Discrimination in hiring is prohibited.

Reference Checks

We may require verification of statements contained in an application or statements made in an interview and secure further information concerning the applicant's qualifications and suitability prior to making an offer of employment. This information is gained from previous employers or personal references provided. Applicant consent will be gained at the time of the interview.

Conditional Job Offer

We will provide a conditional job offer letter to the successful candidate outlining additional conditions to be satisfied before a final job offer is extended.

- Information requiring confirmation related to age may be confirmed with the applicant only after the conditional job offer is extended. If we are unable to verify the additional information, the conditional job offer may be rescinded.
- Background checks, drug screening, and other requirements may not be conducted prior to the interview, job offer is extended, if all conditions are not satisfied, the job offer may be rescinded.
- For candidates who meet all verifications and conditions, employers may extend a final job offer letter.

Final Job Offer

The final job offer letter affirms the satisfactory completion of all conditions, and the official job offer is extended. The job offer letter contains the following information:

- Title of position
- Start date
- Location of report on first day
- Work hours
- Employment relationship – “at will”
- Introductory period
- Pay and pay periods
- Performance review dates
- Benefits
- Signature line for acceptance of offer and date

ONBOARDING

New Employee Orientation

New employees are expected to participate in 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.

Introductory Period

As a new employee, you are hired for an 180-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 and shared with you in writing. If you have successfully completed the introductory period, you will be moved to regular status. Movement to regular status does not alter the at-will condition of your employment. If your skills border on satisfactory, but fall a little short, the introductory period may be extended if there is reason to believe that your skills will improve within 30 days. This period may be extended only by approval of the General Manager or the Finance Manager. The request for an extension won't be approved if it is submitted after the normal conclusion of your introductory period. If expectations are not met or if your skills are not satisfactory, it is unlikely that your employment will continue.

Promotions and Transfer Training Period

If you are promoted or transferred to a new position, you must also complete an introductory period of 180 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 district 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 district will be evaluated if the reference check phase is reached. We are not obligated to rehire former employees. If an employee returns within 12 calendar months their previous Sick Leave balance will be restored in full.

Credit for Prior Seniority

Employees who are rehired by SRWD 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.
- Employees who voluntarily resigned from their employment with SRWD 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.

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 district. Positions regularly scheduled to work less than 30 hours per week do not qualify for health insurance. Employees may be considered introductory, full-time or part-time, or temporary, as described below:

Introductory: Newly hired or promoted employees within the introductory period

Regular Full-time: An employee who is regularly scheduled to work 40 hours or more per week.

Regular Part-time: An employee who is regularly scheduled to work at least 20 but less than 40 hours per week.

Temporary: An employee who is hired for a specified period of time, usually no more than six (6) months.

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 on a salary basis and at a salary above the federal threshold 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 district maintains a personnel record for each employee, and access to those records is restricted to authorized individuals only. The records contain applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to employment. Authorized individuals are those 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 Finance Manager. 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.

Change in Personal Data

It is important to keep your personnel records current as it relates to pay, payroll deductions, benefits, and other matters. If you have changes in any of the following items of information, please notify the Finance Manager.

- 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

An Employee Information Update form is available for your use in reporting any changes in your personal information.

EMPLOYMENT RELATIONS AND CONDUCT

ETHICS

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

Public Officials

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

Upon employment with our district, you became a Public Official.

Gifts

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

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

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

District-Provided Food, Beverages, and Low-Value Items

The District may provide food, beverages, or both to public officials during meetings or other official events held by the District when the expense is approved through the District's process and connected to a legitimate District purpose. Examples may include refreshments during a Board meeting, meals during an all-day District training, or food provided during emergency operations or other official District events.

The District may also provide merchandise to public officials, not to exceed \$100 in a calendar year, when the item is approved through the District's process and connected to a legitimate District purpose. Examples may include a District hat, shirt, mug, safety item, or other low-value District-related item.

These allowances do not replace the general restrictions on gifts, conflicts of interest, or the use of official position for personal financial gain or avoidance of personal expense. Employees and officials should ask before accepting, requesting, or approving any item or expense if there is a question about whether it is allowed.

Use of Official Position or Office

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

Except:

- Any part of an official compensation package as determined by the public body that the public official serves.
- The receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042 (Honoraria).
- Reimbursement of expenses.
- An unsolicited award for professional achievement.
- Gifts that do not exceed the limits specified in ORS 244.025 (Gift limit) received by a public official or a relative or member of the household of the public official from a source that could reasonably be known to have a legislative or administrative interest.
- Gifts received by a public official or a relative or member of the household of the public official from a source that could not reasonably be known to have a legislative or administrative interest.
- The receipt by a public official or a relative or member of the household of the public official of any item, regardless of value, that is expressly excluded from the definition of "gift" in ORS 244.020 (Definitions).
- Contributions made to a legal expense trust fund established under ORS 244.209 (Application to establish fund) for the benefit of the public official.

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

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

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

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

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

Honoraria

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

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

Financial Interest in Public Contracts

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

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

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

CONFIDENTIALITY

District and Customers

At SRWD, 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 district or its customers without prior explicit approval of their managers/supervisors.

No district records or information, including documents, files, records, computer files, and similar materials, may be removed from our premises without permission from SRWD, except in the ordinary course of performing duties on behalf of SRWD. Additionally, the contents of district 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. If you have any questions regarding what constitutes confidential, please speak with a manager.

Employee Records

SRWD's philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of this information. Additionally, the district 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 district 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 district 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, secure 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.

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

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

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

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

WORKPLACE RULES

SRWD 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 SRWD.

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 via phone or text.
2. You are expected to regard your workplace with respect and attention. SRWD 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 SRWD 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. We expect you to remain professional at all business- and business-related social functions, even when alcohol is provided or available.
5. You are expected to maintain the confidentiality of district 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 district and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what clothing 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 behavior 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 in this Handbook.

WHISTLEBLOWER PROTECTIONS

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

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 General Manager. If the whistleblower complaint involves the General Manager, the employee may report the complaint to the Board President. 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 with their due course, the privacy of the individual making the report will be protected to the extent possible. SRWD 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 General Manager 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 General Manager, who is responsible for investigating and coordinating corrective action.

DRESS CODE AND GROOMING

Employees contribute to the atmosphere and reputation of SRWD in the way they present themselves. A professional appearance is essential to a favorable impression with the public. Good grooming and appropriate dress reflect employee pride and inspire public confidence.

We are committed to creating a diverse, inclusive, and equitable workplace that values and respects all individuals, regardless of their natural hair texture and hairstyle. We recognize that natural hair is an essential part of self-expression and cultural identity and discrimination based on these attributes is not acceptable in our district.

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 dangling 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.

COMMUNICATION AND SOFTWARE SYSTEMS

Cybersecurity Responsibilities and Awareness

All employees play a vital role in maintaining the security of SRWD's digital assets. As part of our cybersecurity program, SRWD deploys advanced technologies such as Mobile Device Management (MDM), Endpoint Detection and Response (EDR), and Managed Detection and Response (MDR) to protect organizational systems and data. All users are expected to complete mandatory cybersecurity awareness training annually and promptly report any suspicious activity (e.g., phishing emails, device compromise) to IT or the General Manager.

Electronic Communications Systems

SRWD provides electronic communication systems to maintain superior communication both within the district 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 district 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 district provides are district 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 district 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 district.

As an employee, you must not permit any proprietary or confidential information of SRWD to enter the public domain through electronic transmissions. Examples of the district'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 district 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

All information created, stored, or transmitted on SRWD systems must be handled in accordance with SRWD's data classification guidelines. Sensitive information, including personally identifiable information (PII), operational data, and system credentials—must only be transmitted over secured, encrypted channels. Do not forward such data to personal email accounts, external parties, or unapproved cloud services.

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 email, it is still possible to retrieve and read that message. Even though the district 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 district's General Manager.

District-owned Personal Computers

All district-owned systems must have endpoint protection software and endpoint detection and response (EDR) tools installed and operational at all times. These systems receive regular patches and updates managed centrally. Employees may not disable antivirus, firewall, or other security settings on any district-issued device.

To protect the integrity of our systems, all software used on our computers must be registered with the General Manager. 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 district computer. A virus check must also be conducted on any electronic devices originating from or used on any computer outside of the district prior to its use with a district-owned computer. The copy or transfer of district-owned software may occur only with the written authorization of the General Manager.

Remote Work and Access Controls

Remote access to SRWD systems must occur through approved secure channels such as VPN and may require multi-factor authentication (MFA). Access privileges are role-based and reviewed regularly. Employees are expected to ensure that remote work environments uphold confidentiality and do not expose SRWD systems to unauthorized users (e.g., family members, guests).

Mobile Devices

Allowing Remote Wipe Provisions/Data Liability

If you are connected to the district'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 district retains the right to delete data and applications from any

device that contains the district's information. This right to delete such information may be exercised remotely or on-site if the district 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 district'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 five (5) minutes for security reasons. A PIN-based lockout is required, and the PIN must be given to the Information Technology department.

It is critical that any loss or theft of a mobile device, including laptops, be immediately reported to the General Manager. 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, Virtual Private Network, and Commercial Online Systems

Only IT-approved cloud platforms and SaaS applications may be used for storing or sharing SRWD data. Examples include official use of Microsoft 365, approved file-sharing services, and licensed applications managed through MDM. Use of personal Dropbox, Google Drive, or messaging tools (e.g., WhatsApp, Signal) for SRWD business is prohibited unless explicitly approved.

Although SRWD recognizes that the Internet may have useful applications for our business, you may not engage in Internet use without prior written approval from the General Manager 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 SRWD 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 SRWD, you must include the following disclaimer with any information you post: "Views expressed by the author do not necessarily represent those of SRWD."

Monitoring

SRWD's systems are monitored for security and operational integrity using automated tools, including log analysis, intrusion detection systems, and behavior analytics. These tools help detect unauthorized access, malware, or anomalous user behavior. Employees should assume that activity on any SRWD system or device, including internet usage, is logged and may be subject to review by authorized personnel.

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

SRWD 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 district, will result in corrective action, up to and including termination.

Voice Mail System

The voicemail system at SRWD is the property of the district and is provided for use in conducting district business. All communications and information transmitted by, received from, or stored in this system are district records and property of SRWD. The voicemail 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. SRWD, 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 the General Manager.

Cell Phones

Where job or business needs necessitate immediate access to an employee, the district 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 a district-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 (excluding emergencies).

Any use of a cell phone while driving may present an unsafe condition for the driver, other employees, and the general public. The district 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 district-owned and private vehicles. If an employee is using a cell phone while driving and has an accident, any costs, fees, and fines shall be solely the responsibility of the employee.

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

Incident Response Reporting Obligations

All security incidents, including phishing attempts, lost/stolen devices, suspicious system behavior, or unintentional exposure of data, must be reported immediately to the General Manager and IT support. Timely reporting helps SRWD contain and respond to incidents effectively. Failure to report incidents may be considered a violation of this policy.

PERFORMANCE MANAGEMENT AND REVIEW

To establish a meaningful performance evaluation system upon which SRWD 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 district 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.

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 district. You are encouraged to:

- Inquire about your performance periodically;
- Accept additional responsibilities and show initiative;
- Review opportunities for advancement within the district;
- Ask for assistance in developing a goal-oriented path for advancement within the department or district; 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 district and its employees. It is the philosophy of SRWD to correct performance deficiencies and address violations of policies and work rules in order to correct situations and avoid repetition.

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

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

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 district's premises during an investigation or as a disciplinary action. A suspension may be paid or unpaid. If you are suspended, it will be documented in your personnel file.
- Demotion, which will be documented in your personnel file.
- Termination, which will be documented in your personnel file.

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

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

COMPENSATION

PAY ADMINISTRATION

SRWD 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 district 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, and education. This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

Salary Placement Upon Hire

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/or certifications. This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

Salary Upon Promotion

Upon promotion, the Seal Rock Water District normally gives a salary increase to the next higher rate in the new salary range. If the next higher rate is less than a 2.5 percent increase, the next higher rate of pay in the higher classification's salary range may be used. Promotional increases greater than the next higher rate, as described above, must consider an internal assessment for compliance with the Oregon Equal Pay Act. Seal Rock Water District will retain documentation on the established rate of the promotional pay amount.

Pay While Temporarily Working at Higher Level

Upon assignment of higher-level duties for a full pay period or more, employees may receive a five (5) percent increase from the employee's current base wage for the duration of the assignment. If the five (5) percent increase falls below the lowest step of the higher-level classification, the employee receives the first step of the higher classification. Seal Rock Water District will retain documentation on the established rate of the promotional pay amount.

Extra Duty Differential Pay

If an employee works more than forty (40) consecutive hours in a job classification that has the same or a lower pay range, or takes on increased responsibility, they may be eligible for differential pay. The amount of differential pay will be set by the General Manager.

Cost of Living Increases

Cost-of-living adjustments (COLA) are reviewed annually by the district. If a COLA adjustment is determined to be warranted, the General Manager may recommend an adjustment to the Board of Commissioners for consideration. Upon approval by the Board of Commissioners, the District's pay plan shall be updated and each employee's base salary adjusted accordingly. Unless otherwise approved by the Board, any COLA increase shall be established at a rate equal to the annual Social Security Cost-of-Living Adjustment. Employees will be notified of any approved COLA increase and its effective date.

NOTE: Cost-of-living increases are not guaranteed.

Pay Increases

It is SRWD's policy to reward you with increases in pay for dedication to your work, extra effort, and contributory performance. Management does not award increases on an automatic basis. Recommended increases are not effective until approved by both the next level of management and the General Manager.

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.

Anniversary Dates

Initial Probation: A new or re-hired employee who successfully completes their probationary period will have an anniversary date of the first day after the successful completion of the probationary period.

Promotional Probation: An employee who receives a promotion will have a new anniversary date determined by their start date in the new position.

Performance Reviews

Employees will receive a performance review at the end of their probationary period and based on the manager's determination of satisfactory performance, may receive a one-step increase. Employees will receive a performance review annually thereafter and, with continued satisfactory performance, may normally receive increases targeted to reflect professional development and productivity as determined by the manager.

The General Manager, or designee, will conduct annual performance reviews of the field staff and the Finance Manager. The Finance Manager, or designee, will conduct annual performance reviews of the office staff. Completed performance review forms will be signed by both the employee and the General Manager, or designee and placed in the individual's personnel file. The individual will be provided with a copy to review. The General Manager, or designee, will monitor the quality and timeliness of performance reviews of employees and supervisors on an ongoing basis.

The Board of Commissioners will conduct an annual performance review of the General Manager.

Performance Bonus Program

Manager's Bonus Policy:

Purpose

The Manager Bonus Program is an integral part of the District's Management Performance and recognition policy. Its purpose is to encourage managers and teams of managers to achieve personal and professional goals that maximize District services and provides cash incentives for service and performance that exceeds expectations.

Eligibility

Managers in full-time regular status positions as managers that have been identified and approved for one element of the Manager Bonus Program are eligible for bonuses under this program. Eligibility for one element does not entitle the manager to other bonuses within this policy, as each element is separate and apart from other elements.

Provisions

The Manager Bonus Program will consist of four (3) distinct programs, which will be administered by the General Manager with Board approval:

A. Recruitment And Retention Bonuses

Recruitment and Retention bonuses are offered to attract and encourage retention of managers holding positions that may be affected by District business conditions, or susceptible to fluctuations within the applicable labor market, or other factors affecting recruitment and retention as determined by the General Manager and/or the Board of Commissioners. These cash bonuses may be paid in a lump sum or at specific time intervals appropriate for the situation. Recruitment and Retention bonus totals 5% of the position's gross salary, depending upon the nature of the situation and the critical needs of the District.

B. Certification Bonus

Certification bonuses are offered to encourage managers holding positions that require one certification to attain additional related certifications that increase knowledge, skills, and abilities recognized within their field. Certification bonuses range from 2.5% to 5% of the position's gross salary and are paid as one-time cash bonuses.

C. Project/Performance Bonuses

Project/performance bonuses are offered to reward managers who have excelled in their job performance above and beyond the call of duty or have met extremely tight deadlines imposed by the District or have participated in a team that completed a project deemed significant by the District. This may be offered to managers that have exceeded performance expectations as recognized in the managers' annual performance review.

Project/Performance bonuses are paid in one-time lump-sum cash bonuses by percentage of their base pay at a set amount ranging from 2.5% to 5% of the position's gross salary.

Procedures

1. Managers considered for this program must exceed annual or probationary performance expectations.
2. All bonuses must be approved by the General Manager, with authorization from the Board of Commissioners in advance of any commitment extended to the manager.
3. All amounts paid to managers as a result of this policy are subject to applicable payroll taxes.
4. This policy may be amended or canceled by the District at any time. No part of this policy shall be interpreted to create a prevailing right for any manager. No part of this policy or bonuses given pursuant to this policy are subject to grievances under District personnel policy.

Personnel Bonus Policy:

Purpose

To motivate and reward employees who exceed specific performance expectations. A bonus up to 2.5% of base pay may be awarded to encourage employees and teams of employees to achieve personal and professional goals that maximize District services and provide cash incentives for service and performance that exceeds expectations.

Eligibility

To reward performance consistent with the goals of the District, employees must be full-time regular status with a performance review rating that exceeds expectations of performance in all categories. Employees must have a current performance evaluation on record.

Provisions

Under the direction of the Board of Commissioners, the Employee Incentive Program will be administered by the General Manager based on the recommendation of the employee's immediate supervisor.

Performance Bonuses

Performance incentives are offered to reward employees who have excelled in their job performance above and beyond the call of duty or have met extremely tight deadlines imposed by the District or have participated on a team that completed a project deemed significant by the District. This may be offered to employees that have exceeded performance expectations as recognized in the employee's annual performance review. Performance incentives are paid in one-time lump sum cash bonuses by percentage of their base pay at a set amount not to exceed 2.5% of the employee's gross salary.

Procedures

- 1) Employees considered for this incentive must exceed annual performance expectations.
- (2) All incentives must be approved by the General Manager in advance of any commitment extended to the employee.
- (3) All amounts paid to employees as a result of this policy are subject to applicable payroll taxes.
- (4) This policy may be amended or canceled by the District at any time. No part of this policy shall be interpreted to create a prevailing right for any employee. No part of this policy or incentives given pursuant to this policy are subject to grievances under District personnel policy.

PAY PRACTICES

Pay Orientation (Effective January 1, 2026)

At the time of hire, a written explanation of earnings and deductions shown on the itemized pay statement is provided to the employee through multiple forms of communication (written and website). Review and update of this information is performed on an annual basis to ensure accuracy. The information will include access to a comprehensive list of the following:

- a) All pay rates that employees may be eligible for include hourly or salary rates, as applicable.
- b) All benefit deductions and contributions with corresponding payroll code and definition of each.
- c) All other deductions with definitions of each.
- d) Any allowances, if any, claimed as part of minimum wage.

Paydays

You will be paid bi-weekly (every two (2) weeks). Paydays are on Fridays. If a payday falls on a banking holiday, the payday will be moved to the last workday prior to the holiday.

Pay Statements [Effective January 1, 2026]

Each pay statement shall include the following information to provide transparency for an employee:

- a) The date of payment
- b) Dates of work covered by the payment
- c) The name of the employee
- d) The name and business registry number or business identification number
- e) The address and telephone number of the employer
- f) The rate or rates of pay for each type of work: regular and overtime.
 - a. If paid a piece rate, the rate and number of pieces completed, and total for each rate
- g) The salary basis – hourly, salaried, shift, day, weekly, piece or commission basis
- h) Gross wages
- i) Net wages
- j) The amount and purpose of each deduction – full definitions of deductions are available from the payroll office
- k) Allowance, if any, claim as part of minimum wage
- l) Accrual balances

Payroll Deductions

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

Pay Advances

Pay advances are not provided by the district. Employees are encouraged to find other appropriate resources for any financial difficulties. The district provides the following for additional assistance:

- Employee Assistance Program (EAP) through Canopy at my.canopy.well.com

Delivery of Paychecks

Employees will be hand-delivered an itemized pay statement on or before the payday, which will show gross earnings, deductions, and net salary, along with any leave time used or accrued. Final paychecks are traditional paper checks that are hand-delivered and cannot be direct deposited.

Method of Payment

Employees are normally paid by direct deposit into the bank account specified by the employee using a completed Bank Direct Deposit Authorization Form.

Employee Withholding Allowance Certificates (Form W-4)

You are required to furnish the district with an Employee Withholding Exemption Certificate (W-4) at the time of hire. You may file a new W-4 form at any time. When you submit an updated Form W-4, the district 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 timecard/time sheet is a legal record of time worked and must be filled out daily. It provides a permanent record of time spent on the job, indicating the exact time you worked. Each non-exempt employee will be issued a timecard at the start of the pay period.

Timecards 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 timecards each pay period. Timecards must be completed via computer. If an error needs to be corrected, the timecard 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. All corrections must be entered via computer and resubmitted for approval. Timecards should be reviewed, signed, and turned in at the end of the pay period. Your signature on the timesheet for 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 timecard. Willfully falsifying a timecard will be grounds for corrective action, up to and including termination.

Time Records for Exempt Employees

Employees classified as exempt fill out timecards only if leave time (vacation, sick, bereavement, holiday pay) is used.

Overpayments [Effective January 1, 2026]

When a public employee is overpaid and receives funds not due to them, the employer may deduct the amount of the overpayment from the employee's wages in accordance with the following:

- a) If the overpayment occurred during the 364-day period immediately preceding the discovery, the employer shall provide the employee with a written notice, at least ten calendar days before making a deduction.
- b) The total amount of the deduction may not exceed five percent of the employee's gross pay each pay period, unless the employee requests that a greater percentage or amount is deducted.

- c) If an employee is terminated or separates from employment, the SRWD can recoup the balance owed from the employee's final paycheck.

The written notice of overpayment shall include the following information:

- a) the reason the overpayment occurred,
- b) the total amount of the overpayment,
- c) the purpose of each deduction in the deduction transaction,
- d) the amount of deduction (lump sum or repayment schedule including amount and dates of deduction transactions)
- e) the date the deduction is to occur
- f) employee's signature authorizing deduction

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 General Manager.

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

HOURS OF WORK AND WORK SCHEDULES

District Hours

The SRWD office is open to the public from 8:00 a.m. to 4:00 p.m., Monday through Thursday. The district office is closed on Fridays. However, employees work a normal 40-hour work week.

Specific workday and workweek schedules for each employee will be determined from time to time by the appropriate manager based on the district's needs. We will attempt to notify you of any changes in workdays or workweek schedules two weeks prior to the effective date of the change. Management reserves the right to modify schedules consistent with the needs of the district. The district desires to offer flexible work schedules for administration and operation employees, considering the following workweek schedule:

1. **Four 10-hour workdays (4/10 schedule)** with Friday off, depending on operational needs; or
2. **Traditional five 8-hour workdays (5/8 schedule)** with one approved remote workday per week for administrative staff only.

The official work week is Sunday from 12:01 am to Saturday at midnight. 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, and all work performed in excess of a regularly scheduled workday or as otherwise required by state and federal laws. Paid time off will 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. Employees may elect to receive overtime compensation in the form of overtime pay or compensatory time, subject to approval by management and the limitations established in this policy.

Compensatory Time

Non-exempt employees may accrue compensatory time off when working in excess of 40 hours per week and when working in excess of a regularly scheduled workday. Employees receive 1.5 hours of comp time for every hour worked beyond 40 in a workweek or in excess of a regularly scheduled workday. Employees may not accrue more than 40 hours. Upon separation, employees are paid for any comp time hours they have on the books at the time of separation. Employees may elect to receive overtime compensation in the form of overtime pay or compensatory time, subject to approval by management and the limitations established in this policy.

Call-back Pay

Overtime compensation shall be paid for the actual hours at the rate of one and one-half times the employee's hourly rate worked, provided that a minimum of two (2) hours shall be paid for each instance of call-back. A call-back is when an employee who is not the scheduled on-call employee is called back to do work after they completed their regular shift and has checked out from work. Overtime shall be computed to the nearest quarter hour.

On-call / After Hours

All field staff will be required to serve as the on-call employee for after-hours and weekend duty coverage as scheduled by the General Manager or designee. The designated on-call employee will be paid for one (1) hour at his/her regular rate for each eight (8) hours on call. The employee will also be paid overtime for work performed in response to an emergency during on-call and for travel time that may be required to and from work.

The on-call employee will be allowed the use of a SRWD vehicle for his/her transportation needs associated with providing coverage. Use of the vehicle will be for SRWD business, with allowable stops along the way to and from work. Personal use of the vehicle will not be allowed.

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 Breaks

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

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

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

SRWD 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 General Manager. Hand washing facilities and a refrigerator will also be available at all sites and appropriate signage for privacy will be supplied.

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

Social and Recreational Activities

Participation in off-duty social or recreational activities, such as district 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 SRWD makes the decision to close the office prior to the start of the business day, the closure will be announced via a district-wide email or text message from the General Manager, or designee to all employees. A notice regarding the closure will also be recorded on the SRWD outgoing message line and on the district's website. It is the responsibility of each employee to check e-mail and text messages for updates, 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 text message to all employees. A notice regarding the closure will also be recorded on the SRWD outgoing message line and on the district's website. A notice will also be properly posted on the front door.

Exempt employees will not be paid for time away from work due to inclement weather or emergency closures. However, available vacation time may be used. Exempt employees who have reported to work before the decision to close is made will be paid for the full day.

Non-exempt employees will not be paid for time away from work due to office closure; however, with supervisory approval, available vacation or comp 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.

Employees whose work duties can be effectively, securely, and safely performed from a remote location have the option to work from home during an inclement weather event or emergency closure. These employees are expected to maintain their normal work hours and performance standards. Employees opting to work remotely must notify their direct supervisor as soon as reasonably possible, ideally before the start of their shift.

TELEWORK OR TELECOMMUTE

Both telework and telecommute are a flexibility that may be available to some positions within the district. These are two different arrangements. Telework is the planned practice of regularly working from a non-district address. This is most typically the employee's residence.

Telecommute is the planned practice of occasional or intermittent work from a non-district address. This is most typically the employee's residence.

All telework and telecommute arrangements require the prior approval of the Management and may be changed at the discretion of the General Manager. Telework and telecommute may be permissible for some jobs, but not all jobs.

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

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

An employee's salary, benefits and insurance coverage does not change as a result of teleworking or telecommute.

Employees are responsible for the utilization of SRWD networks while working remotely in a safe and secure manner as directed by the General Manager.

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

Information Technology

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

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

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

The district will determine, with information supplied by the employee and the supervisor, what equipment will be supplied for each telecommuting situation. The employee must sign an

inventory of district property and agree in writing to take appropriate action to protect the inventoried items from damage or theft.

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

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

If the teleworking employee provides equipment, the employee provided equipment must comply with the district's security and maintenance policies and practices, and any additional safeguards required by the district.

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

Upon separation of employment, or discontinuation of a planned arrangement, whichever comes first, all district property issued to the teleworking employee must be returned.

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

Security

Employees are expected to ensure the protection of district information accessible from their home office.

Steps include making sure that:

- All devices have anti-virus software (business-class, centrally managed by IT professionals).
- All Wi-Fi, cellular or similar access points are protected with strong passwords or passphrases.
- All Wi-Fi, cellular or similar access point passwords or passphrases are changed on a regular and scheduled basis.
- Login and password information is secure and protected, even from family members.
- Basic network practices are being applied (firewall with appropriate security standards).
- Web-based systems are secure ("https" URL, not just "http").
- Two factor authentication is enabled and being used (if available).
- All data is saved to district authorized shared network drives or cloud locations (example: OneDrive). Similarly, no data is saved or stored on portable machines (example: C-Drive or Desktop).
- VPN access (if available) is only via district issued devices. No personal devices are connected via VPN.

Physical Security

Employees are expected to ensure physical office security by taking steps like keeping proprietary material in locked file cabinets and desks, securing doors, windows, hiding devices when not in use, and any other measures appropriate for the job and the environment.

Employees will follow all district policies related to information and data security. Complying with these policies mitigates risk and ensures an appropriate level of security for confidential information, paper and electronic, in transit or at the alternate worksite.

When accessing the district's network from a personal computer, employees are responsible for preventing access to any computer resources or data by unauthorized users. In addition, employees are expected to ensure the remote host is not connected to any other network at the same time, except for personal networks that are under their complete control or under the complete control of the employee.

Engaging in illegal activities via the district's network or during work hours, whether by authorized or unauthorized users, is strictly prohibited. Employees are fully responsible for any misuse of their access and will be held accountable for the consequences.

The IT Department will confirm that the user's device does not contain any traces of protected, sensitive, district, or proprietary information and delete any protected, sensitive, district and/or proprietary data, licensing, and information remaining on the device.

Technology Support


The IT Department will only provide device support that relates to district devices and connections.

EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT

SRWD will pay all actual and reasonable business-related expenses you incur while performing your job responsibilities. All such expenses must be pre-approved by the General Manager or the Finance Manager before payment will be made. SRWD expects its employees to use good judgment and reserves the right to deny an expense if, in management's belief, it is unreasonable.

Expense Reimbursement Procedure and Reports

The district utilizes IRS determined per diem rates established through the General Services Administration (GSA) Federal Travel Regulations.

Requests for expense and mileage reimbursement  must be submitted for approval to management. Supporting documentation of the pre-approval and itemized receipts must be provided for each request.

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

Mileage Reimbursement

While in the course and scope of duties on behalf of SRWD, employees, with the General Manager's approval, may use their personal vehicle for business purposes. While driving on behalf of SRWD and in the course and scope of duties assigned, liability would accrue to SRWD for negligent actions. As such, employees are encouraged to follow all rules of the road and drive courteously. Coverage provided by SRWD for damages to the employee's own vehicle is secondary to any other collectible coverage. Employees are encouraged to have comprehensive and collision coverage on their personal vehicles used for SRWD business.

When you use your own vehicle for district business, you will be reimbursed for district-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, the General Manager, and the Finance Manager and submitted to the Bookkeeper for processing according to policy. If you have questions about expense reports and mileage allowances, please ask.

Credit Card Payment

If a credit card is provided to you, the employee, all receipts must be provided monthly to the Bookkeeper for the credit card reconciliation process.

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

Overnight Travel and Meal Expense Reimbursement

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

Meal Reimbursement Limits

Employees will be reimbursed at the current IRS determined per diem rate for meals. SRWD will not reimburse more than the current IRS determined per diem rate for any meal unless approved in advance by the General Manager or Finance Manager; these maximums are inclusive of gratuity. Follow the Expense Reimbursement Procedure above.

Exceeding meal reimbursement limits

SRWD recognizes that there may be certain group meal functions at locations where a conference/training is held, where exceeding the meal reimbursement limits may be acceptable. Such situations should be known in advance and prior approval obtained from the General Manager.

Alcoholic Beverages

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

Transportation Expense Reimbursement

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

Spouse/Guest Expense Reimbursement

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

Monthly Cellular Usage Stipend

Employees whose job duties require frequent business-related communication, emergency call-back availability, irregular work hours, or other operational needs may be eligible to receive a monthly cellular phone reimbursement of \$35.00, included on their paycheck. This reimbursement is provided to cover all work-related monthly usage, data, and device costs associated with the employee's personal cellular phone plan, and no additional reimbursement for cellular phone expenses will be provided. Employees retain the right to select their own cellular service provider and plan; however, employees receiving the reimbursement must maintain an active cellular phone service, provide their current phone number to the District, promptly notify the District of any changes, and remain reasonably available for District business communications when on duty or assigned to emergency standby responsibilities. The reimbursement is a stipend and does not constitute an increase to the employee's base salary or factor into the calculation of salary adjustments, retirement benefits, or other compensation-based benefits.

Monthly Internet Usage Stipend

Employees whose job duties require reliable internet connectivity to perform District business, support remote access, participate in after-hours communications, respond to emergencies, or otherwise fulfill operational responsibilities may be eligible to receive a monthly internet usage reimbursement of \$29.95, included on their paycheck. This reimbursement is provided to cover all work-related monthly internet service, data, equipment, and connectivity costs associated with the employee's personal internet service plan, and no additional reimbursement for internet service expenses will be provided. Employees retain the right to select their own internet service provider and service plan; however, employees receiving the reimbursement must maintain active internet service sufficient to support the business-related requirements of their position. The reimbursement is a stipend and does not constitute an increase to the employee's base salary

or factor into the calculation of salary adjustments, retirement benefits, overtime, or other compensation-based benefits.

PAY EQUITY

SRWD 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 Seal Rock Water District'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 the General Manager to obtain clarification.

BENEFITS

PURPOSE AND POLICY

SRWD strives to provide 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 district's benefit program apply to all 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.

Benefits that are not required by federal or Oregon law are discretionary and are offered, modified, or discontinued at the District's sole discretion. The District determines the availability, design, and eligibility requirements for discretionary benefits based on operational needs, workforce considerations, and financial sustainability. When the cost of discretionary insurance or benefit plans exceeds the District's determination of what it can reasonably fund, the District may require employees who elect such coverage to contribute toward all or a portion of the premium, as permitted by law.

Benefit Design and Modification

SRWD 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 district'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 the Finance Manager for your review. We ask that you refer any questions about this information to the Finance Manager.

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

HEALTH INSURANCE BENEFITS

SRWD currently provides health insurance coverage for all employees and their dependents if they are 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 Finance Manager.

Eligibility

Employees regularly scheduled to work 30 hours or more per week are eligible for health insurance coverage. You may begin to participate in the plan after you have completed 30 days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of 30 days of employment. Temporary employees may not be eligible for benefits.

Plan Enrollment

Once you are eligible, you may complete enrollment forms available through the Finance Manager. Outside of the open enrollment period, you would need a qualifying event to enroll or make changes (for example, add dependents or switch plans). Open enrollment occurs during the month of May of each year.

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

Premiums

The district currently pays the full monthly premium for enrolled employees and their dependents as applicable. Employees will be notified if changes occur.

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.

Termination of Coverage

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

You, your spouse, and dependents may continue group health insurance for up to 18 months at your own expense if you were enrolled in the plan for at least 30 days. However, continuation does not occur automatically. You must elect coverage. 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, or you and any dependent will lose the right to state continuation coverage. Payment of the premium must then occur within 45

days 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.

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

SRWD provides a Dental Insurance plan for employees and their dependents

Eligibility

Employees regularly scheduled to work 30 hours or more per week are eligible for dental insurance coverage. If otherwise eligible, you may begin to participate in the plan after you have completed 30 days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of 30 days of employment. Temporary employees may not be eligible for benefits.

Plan Enrollment

Once you are eligible, you may complete enrollment forms available through the Finance Manager. Outside of the open enrollment period, you would need a qualifying event to enroll or make changes (for example, add dependents or switch plans). Open enrollment occurs during the month of May of each year.

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

Premiums

The district currently pays the full monthly premium for enrolled employees and their dependents. Employees will be notified if changes occur.

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.

OTHER INSURANCE BENEFITS

Group Life Insurance

We provide group life insurance coverage for eligible employees. Employees who are regularly scheduled to work 30 hours per week or more become eligible for this coverage on the first day of the month after 30 days of employment. The amount of insurance coverage is \$10,000.00. SRWD pays the full premium.

VACATION LEAVE

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 be paid out at separation in accordance with this policy and any applicable law.

Eligibility

All non-temporary employees are eligible to accrue vacation leave in accordance with the schedule adopted by the District. Vacation leave begins to accrue on the employee's date of hire. Eligibility to use accrued vacation leave is subject to completion of required introductory periods and District approval. Employees who have successfully completed the introductory (probationary) period become eligible for annual leave after six (6) months of continuous service with the District. During the introductory period, vacation leave may be used after completion of thirty (30) days of continuous employment only if such use is approved in advance by management or was expressly authorized at the time of hire.

Accrual Rates

You will earn vacation benefits according to the following schedule:

<u>Number of continuous years of service</u>	<u>Benefit per year or per pay period</u>
Earned during 1 st year	96 hours or 3.70 hours per pay period
Earned during 2 nd through 4 th years	136 hours or 5.23 hours per pay period
Earned upon 5 th year	176 hours or 6.77 hours per pay period

Time is not to be banked and never used; therefore, accruals cannot exceed 480 hours. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when you reduce the total to less than the allowed maximum.

Request for Leave

Employees who want to use vacation time must 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. Time off exceeding two weeks requires management approval. Management will try to grant each request but 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.

Vacation Leave Upon Separation

Upon separation of employment for any reason (voluntary resignation, termination, or retirement), employees will receive a lump-sum payment for all accrued, unused vacation leave. The payout will be calculated at the employee's final regular rate of pay.

SICK LEAVE

SRWD provides paid sick leave to all employees in compliance with Oregon law. 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. SRWD does not allow employees to donate sick time to other employees in need.

Accrual Rates

Sick leave begins to accrue on the employee's first day of employment.

- Regular full-time employees accrue sick leave at a rate equivalent to eight (8) hours per month, up to a maximum of ninety-six (96) hours in a calendar year.
- Part-time employees accrue sick leave on a prorated basis, consistent with their hours worked, at a rate no less than one (1) hour of sick leave for every thirty (30) hours worked, as required by Oregon law.
- All employees may carry over unused sick time from one leave year to the next, but sick leave balances may never exceed 480 hours at a time

Employees with questions regarding sick leave accrual or use should contact the Finance Manager.

Use of Sick Leave

Employees may begin using accrued sick leave on the ninety-first (91st) calendar day of employment. Thereafter, sick leave may be used as it is accrued, subject to the terms of this policy and applicable law. Nothing in this policy is intended to limit an employee's statutory right to use accrued sick leave for qualifying purposes under Oregon law.

Sick Leave Upon Separation

Unused sick leave balances are not paid out upon separation.

MANAGEMENT LEAVE FOR EXEMPT EMPLOYEES

Management leave is frequently provided to managers, executives, and other exempt employees who are not eligible for overtime compensation under the Fair Labor Standards Act (FLSA). The purpose is to recognize that exempt employees often work evenings, weekends, emergencies, board meetings, and other hours beyond the normal work schedule without additional compensation.

Eligibility

Management Leave may be granted to employees occupying designated management, supervisory, confidential, or executive positions that are classified as exempt from overtime requirements under applicable federal and state law. The General Manager shall determine eligibility for Management Leave, subject to Board approval where required.

Accrual

Eligible employees shall receive eighty (80) hours of Management Leave annually. Management Leave shall be credited on July 1 of each fiscal year, or on another date established by the District.

Employees hired into an eligible position during the fiscal year shall receive a prorated amount of Management Leave based upon their date of hire.

Use of Leave

Management Leave may be used in the same manner as vacation leave and is subject to advance approval by the employee's supervisor to ensure adequate staffing and operational needs are maintained.

Carryover and Cash-Out

Management Leave is intended to be used during the fiscal year in which it is granted. Unused Management Leave may not be carried over from one fiscal year to the next and has no cash value upon separation from employment.

PAID HOLIDAY BENEFIT

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

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King Day	Independence Day	Day After Thanksgiving
President's Day	Labor Day	Christmas Day
Memorial Day	Veteran's Day	

Eligibility

All non-temporary employees will be paid for the above holidays based on their normal schedule.

Working on a Holiday

An employee who is required and authorized to work on a holiday observed by the District will receive holiday pay as applicable and will be compensated for all hours worked on the holiday at one and one-half (1½) times the employee's regular rate of pay, in accordance with applicable state and federal law. At the District's discretion and consistent with law, compensation for hours worked may be provided either as overtime pay or as compensatory time off. The method of compensation must be approved by management and documented on the employee's time record.

OTHER BENEFITS

Employee Assistance Program

The district 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 is available from the Finance Manager or the General Manager. If plan provisions change, we will notify you.

This benefit is available to employees who are regularly scheduled to work 30 hours or more per week and become eligible on the first day of the month following completion of 30 days of employment.

PERS (Public Employees Retirement System)

SRWD participates in the Public Employees Retirement System (PERS). An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. All employees who work at least six hundred (600) hours in the calendar year shall be enrolled in the Public Employees' Retirement System upon completion of six months of employment, unless the employee is already an active member, in which case there is no wait time. Membership in PERS is portable, meaning a member who leaves one PERS-participating employer to work for another PERS-participating employer retains their membership.

What is PERS?

The Oregon Public Employees Retirement System (PERS) provides retirement benefits to eligible public employees in Oregon. Your retirement plan has two main components:

- A pension program, funded by the employer, which provides a monthly lifetime benefit for the rest of a retiree's life. You are vested in the pension program after five years of work in a qualifying position that requires at least 600 hours of service per year. The years do not need to be consecutive, but the employee cannot have a gap in qualifying employment of more than five consecutive years. Once a PERS member is vested, they become eligible to receive a pension at retirement even if they stop working for a PERS-participating employer. The only way they can lose their pension is if they withdraw from PERS.
- An Individual Account Program (IAP), a separate retirement savings account to which you contribute 6% of your salary and provides disbursement until it is spent. You are 100% vested in your IAP account at all times. The money in the IAP is invested and earns gains or losses over time.

What are the different plan tiers?

Your specific benefits depend on which plan tier you are in. This is based on your hire date:

- Tier One: Hired before January 1, 1996.
- Tier Two: First hired between January 1, 1996, and August 28, 2003.
- OPSRP: First hired on or after August 29, 2003.

Employee Pension Stability Account (EPSA)

Introduced in 2020, the EPSA is a way to help reduce employers' rising contribution rates and enable employees to contribute to their pension costs. Employees who earn over a certain amount per month have a percentage of their 6% IAP contribution redirected into their EPSA. When they retire, that money is used to help fund their pension. The amount redirected into the EPSA is 2.5% for Tier One and Tier Two, 0.75% for OPSRP. The remaining 3.5% or 5.25% is deposited into their IAP.

Voluntary Contributions

Members who make EPSA contributions can choose to make an additional, after-tax contribution into their IAP that is equal to the exact amount being redirected into their EPSA: 2.5% for Tier One and Tier Two, 0.75% for OPSRP. This option is called a "voluntary contribution" and allows members to continue contributing a full 6% of salary into their IAP employee account. Eligible employees can begin making voluntary contributions by choosing the option in the Online Member Services (OMS) tool.

For more information about these plans, please contact the Finance Manager or visit the PERS website at www.oregon.gov/PERS.

Oregon Savings Growth Plan (OSGP)

OSGP is an optional program that enables PERS members to defer some of their pay until retirement. Through OSGP, members choose how much salary they want to save (either a percentage or a dollar amount), whether the money is deducted pre- or after-tax, and how they want their 457(b) account invested. PERS offers the program through a third party (Voya).

Workers' Compensation

SRWD provides Workers' Compensation insurance provided by SAIF for all employees.

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:

District Bereavement Leave	Family and Medical Leave	
Civic Duty	Military Leave	Leave to Donate Bone Marrow
Personal Leave	Crime Victims' Leave	Domestic Violence Leave
Paid Leave Oregon (Insurance)		

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 leave or your benefits and rights while on leave, please contact the General Manager.

DISTRICT PAID BEREAVEMENT LEAVE

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

- Your spouse or domestic partner
- Your child (biological, adopted, stepchild), your spouse or domestic partner's child, or the child's spouse or domestic partner
- Your parent (biological, adoptive, stepparent, foster parent, or legal guardian), the parent of your spouse or domestic partner, or your parent's spouse or domestic partner
- Your sibling or stepsibling or their spouse or domestic partner
- Your grandparent or your grandparent's spouse or domestic partner
- Your grandchild or your grandchild's spouse or domestic partner

Leave to attend the funeral of a non-immediate family member with whom you had an especially close relationship may request the use of appropriate accrued leave and make a request based on procedures listed in this handbook. may also

This leave may be taken to attend the funeral 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 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

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.

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 five (5) days, which is the maximum company-paid absence allowed. Employees may choose to cover an additional period of absence with any available [Vacation, sick time, Comp].

Status of Benefits

District-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 vacation, sick leave or comp time policy.

CIVIC DUTY LEAVE

Jury or Witness Duty Leave

Employees subpoenaed to serve as witnesses or for jury duty may obtain a protected leave of absence. If we feel that your absence would cause undue hardship to you or the district, we may instead request, with your agreement, that jury duty be postponed. You may choose to use your accrued paid [vacation/sick/comp] 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. Employees are expected to report to work during days, or portions of days, they are not serving on a jury.

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

Employees will receive their regular pay for time spent on jury duty.

Status of Benefits

Benefits are not affected by jury or witness duty leaves.

Voting Leave

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

Request Procedure

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

Pay While on Leave

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

CRIME VICTIMS' LEAVE

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

Safety Measures

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

Eligibility

You will be eligible to take crime victims' leave if you have worked an average of more than 25 hours per week for the district 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 district. If the district must limit your leave due to undue hardship, we will notify the prosecuting attorney in the criminal proceeding, who is required by law to notify the court. The court will then take your work schedule into consideration when scheduling the criminal proceedings.

Request Procedure

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

Pay While on Leave

Crime victims' leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid [vacation/sick/comp] time available to them. Exempt employees working partial days will be paid in full. Exempt employees may use accrued time for full days off.

Status of Benefits

Benefits are not affected by crime victims' leave.

DOMESTIC VIOLENCE LEAVE

An employee who is a victim of domestic violence, harassment under the public offense's 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 SRWD 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 district.

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

SRWD will provide reasonable safety measures if you are the victim of domestic violence, harassment, sexual assault, or stalking.

Pay While on Leave

Domestic violence leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid [vacation/sick/comp] time available to them. Exempt employees working partial days will be paid in full. Exempt employees may use accrued time for full days off.

Status of Benefits

Benefits are not affected by domestic violence leave.

Additional Employee Support Services

The district provides the following for additional assistance.

- Employee Assistance Program (EAP) through Canopy at my.canopywell.com

FAMILY AND MEDICAL LEAVE (FMLA)

The Federal Family and Medical Leave Act applies to all government employers. However, due to our size, below 50 employees, employees are not eligible for this leave type. Notice will be provided to employees if this eligibility changes.

OREGON FAMILY LEAVE ACT (OFLA)

The Oregon Family Leave Act (OFLA) applies to all employers who employ twenty-five or more employees. However, due to the size of our district, employing less than 25 employees, we are not considered a covered employer. Subsequently, employees are not eligible for this protected leave type. Notice will be provided to employees should our eligibility change.

LEAVE TO DONATE BONE MARROW

Eligibility

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

Length of Leave

An employee may use up to 40 hours of leave, which may be taken as 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

Purpose and Applicability

A Personal Leave of Absence is an unpaid, discretionary leave that may be approved for eligible employees for personal reasons that are not covered under the District's Family and Medical Leave, Oregon Family Leave Act (OFLA), Paid Leave Oregon, or any other applicable statutory or District leave policy. This policy is intended to provide flexibility in limited circumstances and does not create an entitlement to leave.

Nothing in this policy is intended to reduce, replace, or interfere with any rights an employee may have under applicable federal or Oregon law.

Eligibility

Subject to operational needs and management approval, full-time, regular employees who have completed at least twelve (12) months of continuous service with the District may request a Personal Leave of Absence. Employees are generally required to exhaust all available accrued paid leave prior to the start of a Personal Leave of Absence, unless otherwise required by law or approved by management.

Length of Leave

A Personal Leave of Absence may be requested for periods exceeding five (5) consecutive workdays. The leave normally begins on the first regularly scheduled workday following the employee's last day worked. The maximum length of leave approved under this policy is thirty (30) calendar days, unless extended at the District's sole discretion.

Request Procedure

Employees requesting a Personal Leave of Absence must submit a written request using the District's Leave of Absence Request Form at least five (5) working days in advance of the requested leave, unless circumstances make advance notice impracticable. The request must include the anticipated start date and expected return-to-work date. Approval of a Personal Leave of Absence is not final until confirmed in writing by the District.

Employees are expected to communicate with their supervisor regarding any change in circumstances, including a need to request an extension. Failure to return to work as scheduled or to communicate regarding an extension may result in disciplinary action, up to and including separation of employment, consistent with District policy and applicable law.

Pay While on Leave

Personal Leaves of Absence are unpaid.

Status of Benefits

During a Personal Leave of Absence, employee benefits do not accrue unless required by law. Health insurance coverage will not be maintained by the District for leaves exceeding thirty (30) days. Employees may be eligible to continue health insurance coverage at their own expense in accordance with applicable state continuation requirements or COBRA. Employees are responsible for timely payment of all required premiums.

Reinstatement

The District will make reasonable efforts to return an employee to the same or a comparable position upon timely return from an approved Personal Leave of Absence; however, reinstatement is not guaranteed and is subject to business needs and position availability. Employees on Personal Leave of Absence may be required to maintain periodic contact with their supervisor, as agreed upon, during the leave. If the leave was related to a medical condition, the District may require a fitness-for-duty release prior to returning to work, consistent with applicable law.

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 district, except those hired on a brief, non-recurrent basis, are eligible for leave.

Length of Leave

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

Request Procedure

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

Pay While on Leave

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

Status of Benefits

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

Reinstatement

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

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

31 to 180 days: You should submit an application for reemployment no later than 14 days after an honorable release from service unless it is impossible or unreasonable through no fault of your own. You will generally be

reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by SRWD, 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 SRWD, 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, SRWD 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.

PAID LEAVE OREGON – INSURANCE

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

Cost

Employees will see up to 60% of 1% deducted from gross wages for each paycheck.

The employee and employer minimum and maximum, as well as overall costs, of this coverage will be assessed annually by the Oregon Employment Department and may change. We will provide employees with notice in advance of any change.

Eligibility

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

Length of leave

The length of leave is part of the determination process.

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

Reasons for leave

Benefits may apply to a variety of situations, including:

- Family leave
 - During the birth of a child
 - Bonding with a child in the first year:
 - After birth
 - When the child is placed in the employee's home through foster care or adoption
- To care for a family member with a serious health condition*.
- Medical leave - The employee caring for themselves when the employee has a serious health condition*.
- Safe leave - For survivors of:
 - Sexual assault
 - Domestic violence
 - Harassment
 - Bias Crimes
 - Stalking
- Pregnancy Disability Leave (Additional 2 weeks)

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

Insurance benefit while on leave

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

Use of accrued leaves while on PLO

Employees may choose to use accrued leave while on PLO. Employees must inform their manager if they want to use their accrued leave in addition to receiving benefits from PLO. Employers may not require an employee to use these leave balances. Employees may use up to the amount of hours they are regularly scheduled to work to supplement their state benefit from the Oregon Employment Department. Employee may use vacation, comp or sick time for absence while applying for PLO and will not be required to reimburse the district.

Notification of the need for leave

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

Employee must complete a Paid Leave Oregon - Notice of Leave Form from the Finance Manager to notify the employer of the intention to take leave.

Filing a Claim for Coverage

Employees will need to establish an account at Frances Online and file claims electronically. This is the electronic system of record for the Oregon Employment Department. Employees are responsible for submitting the required paperwork and any updates or changes to their claim. The employer will be unable to complete the application process on the employee's behalf.

Job and Benefit Protection while on leave

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

If, at the time of leave, the employee is receiving health benefits, these will be maintained.

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

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

HEALTH AND SAFETY

EMPLOYEE HEALTH AND SAFETY

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

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

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

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to you and could subject SRWD 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. Safety rules and regulations will be distributed to you and posted on the employee safety bulletin board.

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

1. Take remedial first aid actions; seek emergency care if necessary.
2. Report the injury or illness as soon as possible to your supervisor.
3. Fill out the Supervisor's Incident report form and the SAIF workers' compensation form.
4. Provide your supervisor with a medical release from a doctor.
5. Review the incident with the safety committee at a safety committee meeting.

Early Return to Work Program

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

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

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

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

Smoking in the Workplace

SRWD 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

SRWD 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 manager.

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

Container Labeling

The General Manager or designee 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 General Manager or designee.

Safety Data Sheets (SDS)

Copies of safety data sheets for all hazardous chemicals that employees of this district may be exposed to will be kept at the Water Treatment Plant and Shops Facility. 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 General Manager or designee 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 district, each employee of that section will be given information as outlined above. The General Manager or designee is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

SUBSTANCE AND ALCOHOL

Seal Rock Water District has a strong commitment to its employees to provide a safe environment and to promote high standards of employee health. Consistent with the spirit and intent of this commitment, we have established this policy on drug and alcohol use. Our goal is to establish and maintain a work environment that is completely free from the effects on employees of alcohol and drug use.

Drug and alcohol abuse are a threat to us all. It threatens your safety on the job. It threatens your job security. If you are yourself a drug or alcohol abuser, it threatens your right to a healthy, productive, and rewarding life.

We have no intention of interfering with the private lives of our employees. However, we expect employees to report to work in a sober condition, fully capable of performing their duties in a safe, effective, and efficient manner.

Employee Assistance Program

An employee who believes that she/he has a problem involving the use of alcohol and drugs can ask their supervisor for assistance. No discipline or discrimination will result from an employee asking for such assistance. We will work with the employee to identify programs that may be available to help deal with the problem. The request for help and any later treatment program will be kept as confidential as possible under all the factual circumstances.

A "last-chance agreement" or performance contract will be required of an employee once the problems have been identified or assessed and a treatment program started. Failure to sign the agreement/contract or failure to comply with all treatment program obligations will be grounds for discipline, up to and including termination.

Seal Rock Water District encourages employees to ask for assistance if they believe they have a problem involving the use of alcohol or drugs. It is each employee's responsibility to seek such assistance before such a problem results in a violation of our policy and corresponding disciplinary action. After a violation of our policy occurs, willingness to seek assistance will not excuse the violation, and most often, the employee will be fired.

Alcohol

The possession, sale, consumption, or being under the influence of any intoxicating liquor while on district property, district time, or in other circumstances we believe will adversely affect our operations or safety, may result in immediate discharge.

The conduct prohibited includes the consumption of any intoxicating liquor prior to reporting to work or during breaks, or during lunch period. An employee who tests positive for alcohol to any degree (0.02 BrAC/BAC or greater) will be deemed "under the influence" for purposes of this rule.

Drugs

The possession, sale, consumption, or being under the influence of any illegal drug while on, or in route to, district property, district time, or in other circumstances we believe might affect our

operations or safety, will be subject to discharge. The conduct prohibited by this rule includes consumption of any such substance prior to reporting for work or during breaks or lunch period. An employee who tests "positive" for any such substance by screening and confirmation tests will be deemed "under the influence" for the purpose of this rule.

Right To Test And Search

Where evidence indicates to us that an employee may have violated either of the above rules, the employee may be required to submit to a search of her/his possessions and to submit to chemical testing.

When reasonable grounds exist to believe an employee has consumed or is under the influence of alcohol or any substance in violation of this policy, Seal Rock Water District may search the employee's possessions located on company property or job site, including clothes, locker, lunch box, tool box, desk, car, etc. Seal Rock Water District, in such circumstances, may also require the employee to submit to appropriate tests for alcohol or prohibited drugs or substances in their system, including urinalysis, blood, and breath tests. Failure to promptly permit such searches and tests will be grounds for immediate discharge.

Among the situations where Seal Rock Water District may exercise its "reasonable cause" right to test and search include the following:

- *An observable symptom of an employee being under the influence of drugs or alcohol.
- *On the job accidents involving medical treatment or property damage.
- *Unexplained significant changes in behavior (e.g., abusive behavior, repeated disregard of safety rules or procedures, insubordination, etc.)
- *Failure to complete or comply with a treatment program already started.
- *Failure to sign a "Last Chance" or work performance contract after treatment has started.
- *Employee admissions regarding drug or alcohol use.

These are examples of situations in which the Seal Rock Water District may ask an employee to submit to a chemical test or search. Seal Rock Water District will enforce this policy rationally based on each individual factual circumstance and at its discretion.

Employees subject to discharge under Section 4 may be offered the opportunity to participate in a chemical dependency rehabilitation program as an alternative to discharge, provided the employee voluntarily agrees to the terms of a "Last Chance" agreement. This option will only apply to a first time violation of the drug-free policy. The decision to offer a "Last Chance Agreement" will be made on a case-by-case basis depending upon the circumstances; not all employees will be offered this option. All treatment, follow-up drug/alcohol testing, and other associated costs incurred from a rehabilitation program will be the sole responsibility of the employee.

Testing Procedures

A drug test that is confirmed by G.C./M.S. technology at or above the cut-off levels established by the Department of Health and Human Services (DHHS). Opiate Testing will be at a lower cut-off than DHHS at 300ng/dl or greater. The district will attempt to notify covered employees as these changes occur. Currently, the cut-off levels are (expressed in nanograms per milliliter (ng/mL)):

	<u>Screening</u>	<u>Confirmation</u>
Marijuana	50	15
Cocaine	300	150
Opiates	300	300
(Codeine and Morphine)		
6-acetylmorphine		10
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Methamphetamines	1000	500

Pre-Employment Testing

Employees applying for positions will be required to pass a chemical screen test as a condition of employment. This will be completed before any job offers are finalized. If a pre-employment chemical screen is diluted, the job applicant shall be warned that a second dilute test may result in the job offer being withdrawn.

Reasonable Suspicion

All employees will be tested for drugs and/or alcohol when there is reasonable suspicion to believe that the employee has violated the Seal Rock Water District's drug and alcohol policy. Reasonable suspicion also exists when the employee has been arrested during non-working hours for drug or alcohol use.

It is the responsibility of the employee to notify the employer of arrests made for alcohol or drug offenses. Employees who are instructed to submit to testing under reasonable suspicion will be escorted to the collection facility. They will not be allowed to operate a motor vehicle or return to work until the test results are confirmed or until the facts giving rise to a reasonable suspicion have dissipated. If the test results are negative, the employee will be compensated for the normal amount of hours that they would have worked while waiting for the results. If the test is positive, no compensation is given for time loss.

Post-Accident

Post-accident testing may be required when an employee is involved in an accident, if the employee is responsible for the accident in whole or in part while operating the equipment or motor vehicle. Post-accident testing may be required in the event of an injury requiring medical care or damage to property. Testing may also be requested in a "near-miss" situation where injury or property damage could have occurred.

Follow-Up Testing

If the "Last Chance" contract requires chemical or alcohol monitoring, then the employee will submit to all unannounced requests for drug or alcohol screening during the term of the "Last Chance" agreement. Refusal or failure to show up for the test within 2 hours of a request will result in a presumption that the employee was incapable of passing the test, and the test results would have indicated an unacceptable level of prohibited substances. If a "Last Chance" follow-up drug or alcohol test is positive during the term of the contract, the employee will be dismissed.

Random Testing

The District may choose to institute random testing if deemed necessary. Random selections will be facilitated by random number selection or by other valid methods. Each employee will have an equal chance of being selected. Refusal or failure to show up for the test within 2 hours of a request will result in a presumption that the employee was incapable of passing the test and that the test results would have indicated an unacceptable level of prohibited substances. Failing to report to the test site within the 2-hour time frame will be defined as a "Refusal to Test."

Test Results

The employee's test results, positive or negative, and the fact that a test was performed, will be kept as confidential as possible under all the factual circumstances. Positive test results will be considered with medical and other evidence to determine what action, if any, is to be taken.

If an employee is currently using legal prescription or nonprescription medications, the employee may be asked to identify any such medications on the consent form prior to testing. If the medication was properly authorized and appropriately used, a positive test result related to such medication will not be cause for discharge or discipline unless the employee failed to notify the company prior to the test of the use of a medication that could impair the employee's ability to work safely. However, employees are responsible for knowing the effects of any such medications. If an employee is taking any medication that may interfere with their ability to perform the job, such as medications that cause drowsiness, the employee must report the use of such medication to their supervisor before reporting to work.

If a chemical or alcohol specimen screen is determined to be invalid or unreliable by the clinic or certified lab due to circumstances unrelated to the conduct of the employee, the employee will be notified of the circumstances that require a re-test and will have the option of immediately collecting a new specimen.

If a chemical screen or breath specimen is determined to be invalid or unreliable by the clinic or the certified lab because of circumstances related to the conduct of the employee, a presumption will arise that the employee was incapable of passing the test, and that the test results would have indicated an adverse level of prohibited substances, subjecting the employee to termination as prescribed by company policy.

Medicinal Use of Marijuana

The district considers marijuana an illicit substance, as defined by the federal government as a Class I controlled substance. Seal Rock Water District prohibits employees from having any detectable level of marijuana in their system while working for the district.

Refusals To Test

Refusal to test includes failure to cooperate with the testing process in a manner that does not allow the test to be conducted, refusal to offer an adequate specimen, failure to immediately report to the collection location when requested, adulterating, substituting, or tampering with a specimen, or other behavior that interferes with the testing. Consequences of refusals to test will, in most cases, result in termination from employment.

Shy-Bladder

Employees unable to provide an acceptable urine sample in a three- (3) hour time period after arrival at the testing location will be deemed as "refusing to test." If the employee is able to demonstrate that the "shy-bladder" situation is due to a qualified medical condition, the company will reverse the "refusal" and consider the test as a negative test result. The employee claiming a medical condition will automatically be placed on unpaid administrative leave for up to five (5) working days after the shy-bladder situation to obtain a written report prepared by a physician who has medical expertise in the condition the employee claims is the reason for the shy-bladder. For the purpose of this paragraph, a medical condition includes an ascertainable physiological condition (*e.g.*, a urinary system dysfunction) or a medically documented pre-existing psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration. If the employee has not presented a physician report that is acceptable to the district Medical Review Officer at the end of the five- (5) day period, the employee will be terminated from employment.

Situations Not Covered By Policy

We recognize that situations may arise that are not specifically covered by these guidelines. We deal with them on a "case by case" basis, taking into account such things as the nature of the situation or problem, the employee's overall employment record and job assignment, the potential impact on safety, production, and customer service, and similar factors.

If you have questions regarding this policy or wish to seek assistance from the Employee Assistance Program, please speak with the General Manager.

WORKPLACE VIOLENCE

SRWD 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 district 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 district or that threaten the safety, security, or financial interests of the district. Employees should make such reports directly to the General Manager or designee.

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 district's property such as desks, work areas, lockers, file cabinets, voice mail systems, and computer systems.

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

EMERGENCY PREPAREDNESS

SRWD may be subject to major disruptions as a result of occurrences beyond the control of the district. All employees should exercise good judgment in responding to these events as the situation necessitates. SRWD will try to provide emergency and limited services during periods of disruption. The General Manager or designee shall make the determination to close the district, suspend activities, or make the district 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 General Manager or designee.

Compensation for 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 vacation or comp time.

Should a threat to company property or an employee be received, it should be reported immediately to the General Manager or Finance Manager.

EMPLOYMENT SEPARATION

SEPARATION FROM EMPLOYMENT

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

Resignation

Employment with us is “at-will,” which means you are free to resign at any time, with or without cause or notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of your resignation at least 10 working days before the intended date of departure. For supervisors and management-level personnel, at least thirty (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 district; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. **If an employee fails to call in or show up for work for three (3) consecutive shifts or days, job abandonment and voluntary resignation will be assumed.**

Job Elimination, Reduction in Work Hours

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

- Your department, location, or job;
- Your job knowledge, skills, and ability to do the required work;
- Your performance, attendance, 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 district, co-workers, and customers; and,
- The efficiency of our operation.

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

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

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

Discharge

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

The district has a corrective action policy found in this Handbook that describes the actions 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 in 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 district. It also allows us to solicit your opinions about our district 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 District Property

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

Employee's Notes

**SEAL ROCK WATER DISTRICT
HANDBOOK RECEIPT ACKNOWLEDGMENT FORM**

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

As an employee of the Seal Rock Water District, I acknowledge the following:

I have been provided a copy of the Employee Handbook. I understand that the Handbook contains important information about Seal Rock Water District's policies, work rules, and my benefits. I have both read and understood the information in the Handbook and have asked a manager 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 district 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 General Manager or Finance Manager are the only 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 district is "at-will" and either the district or I can end the relationship at any time, with or without reason or notice. The General Manager or Finance Manager 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 district plans, and other information. I understand this information is critical to the success of SRWD and I agree not to disseminate or use it outside of the district, 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