

Employee Handbook Revised Effective April 1, 2025

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A. INTRODUCTION

The Washington Parking Transportation Management Association (DBA Explore Washington Park "EWP") was created to provide comprehensive access management programs and services to Washington Park (the "Park"). EWP manages programs that increase access to Washington Park, as well as improves the visitor experience. EWP is a non-profit organization funded primarily by Washington Park parking meter funds through a long-term contract with Portland Parks & Recreation (PP&R).

EWP is governed by a 10-member Board of Directors, including senior level representatives from Portland Parks & Recreation, TriMet, Oregon Zoo, World Forestry Center, Hoyt Arboretum Friends, Portland Japanese Garden, Sylvan Highlands Neighborhood Association, Arlington Heights Neighborhood Association, Travel Portland, and an at-large member appointed by the Parks Commissioner.

Our Mission

Explore Washington Park's mission is to provide an accessible, inclusive, and cohesive experience for all who visit Portland's destination park.

Washington Park Purpose Vision and Principles

To connect people with the culture, diversity, and wonder of nature.

Washington Park's principles:

- We are caretakers of the natural world.
- We eliminate barriers that exclude.
- We are stewards of exploration.
- We embody the nature of Portland.
- We are One Park: a community of destinations.

Team Agreements

The EWP staff have collectively developed team agreements establishing how we work:

- We set aside time and energy to celebrate successes.
- We assume positive intent.
- We own our impact when it doesn't match our intention.
- We are present and curious in conversations with each other.
- We are considerate of each other's time, space, workloads, personal situations, and opinions.
- We are willing to revisit tough topics related to our work together.
- We set aside time to objectively debrief, reflect, learn and refocus.
- We are grounded in our vision and intentionally set goals to support our vision.
- We keep each other informed and actively find ways to collaborate.
- We value the contributions of each team member.

Our Diversity, Equity, Inclusion and Access_Commitment

We recognize historic inequities in our country and are committed to the creation, maintenance, and preservation of an equitable, accessible, and inclusive space. We are committed to the continual education of our staff and will continually use our influence to elevate the voices of communities who have been historically silenced. We are committed to improving access to decision making and

dismantling and reshaping systemic elements to improve DEIA until equity is achieved.

A. Purpose of the Employee Handbook

This Employee Handbook has been prepared to provide general guidelines on EWP's policies and procedures. It is designed to be a working guide for the administration of a consistent and fair personnel program. Neither this Handbook, nor any other written or verbal communication, should be regarded as modifying the at-will nature of employment at EWP, or creating an employment contract, warranty of benefits, or promise of specific treatment in any given situation.

These procedures and practices are subject to modification at any time with or without notice. We maintain the right to interpret the policies in this Handbook and to deviate from them when, at our sole discretion, we determine it is appropriate to do so. EWP acknowledges that this Handbook and its policies do not alter the rights of a nonsupervisory employee to engage in protected concerted activity, or the legal protections afforded to employees under applicable federal, state, and local laws. The Board of Directors may amend these policies at any time. EWP will give its employees notice of such changes when possible.

B. At-Will Employment

EWP is an at-will employer. This means the employee or EWP may terminate the employment relationship at any time, with or without notice, and with or without cause. Neither this Employee Handbook nor any other EWP document constitutes a contract of employment (express or implied), and does not confer any contractual rights, either express or implied. Nor does this Employee Handbook guarantee any fixed terms or conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and with or without notice, by EWP or you may resign for any reason at any time. No person within the organization has the right to change this relationship other than the Executive Director, and any such change must be in writing.

C. Probationary Period

An employee's first 90 days of employment (the "Probationary Period") will be a time for establishing relationships with EWP employees, management, and clients. In addition, the Probationary Period will provide EWP an opportunity to evaluate the employee's conduct, attitude, and work performance, and provide the employee an opportunity to determine if their job is suitable and may be performed successfully by the employee. Except as otherwise expressly provided in this Employee Handbook, during the Probationary Period an employee will not be entitled to accrued vacation or sick pay. Time-off taken during this period may be unpaid or as determined by supervisor.

During and after an employee's Probationary Period, the employee's employment relationship with EWP is at-will. An employee's employment with EWP may be terminated during or after the Probationary Period. An employee's successful completion of the Probationary Period does not guarantee continued employment with EWP or otherwise modify the at-will employment relationship.

D. Definitions of Employment Status

Since certain benefits described in this Employee Handbook may differ depending upon employment status (see Benefits section), the following terms will be used to describe the classification of employees and their employment status:

Exempt Employee

Employees not subject to minimum wage or overtime requirements under federal, state, and local law. Exempt employees are typically paid on a salary basis to work the hours necessary to carry out assigned job duties, regardless of whether this equates to more or less than 40 hours per week.

Non-Exempt Employee

Employees subject to minimum wage and overtime requirements under federal, state, and local laws. Non-exempt employees are typically paid an hourly wage, must track and report all time they work, and are eligible to receive overtime pay.

Regular Full-time Employee

Regularly scheduled to work a minimum of 32 hours in a work week.

Regular Part-time Employee

Regularly scheduled to work less than 32 hours in a work week.

Variable Hour Employee

Works no more than 1,500 hours per calendar year, starting on the date of commencing work for EWP. Scheduled hours per workweek may fluctuate based on operational needs of EWP. Works more than six (6) consecutive months in a calendar year.

Seasonal Employee

Holds a job of less than six (6) consecutive months in duration arising out of special projects, seasonal work, position vacancy, temporary absence of position of regular employee, abnormal workloads, emergencies, or other reasons established by the Board of Directors. These employees retain their status until they are notified of a change. Any initial projected length of employment or employment beyond an initially projected period does not imply, in any way, a change in the at-will nature of their employment.

Temporary Agency Employee

An employee of an agency separate from Explore Washington Park, and whose assignment is complete within six (6) continuous months at EWP. These employees receive no benefits from EWP except as required by applicable law and are required to report any Worker's compensation injury of illness to both their EWP supervisor and their temporary agency representative.

B. EMPLOYMENT POLICIES

A. Equal Opportunity

Equal Employment Opportunity is a fundamental principle at EWP, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, transgender status, military or veteran status, genetic information, marital status, or any other protected characteristic as established by applicable law. This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

EWP has long been committed to the concept of "equal pay for equal work," and does not tolerate differences in pay or total compensation based on a legally protected class. Inquiries about an applicant's salary history are prohibited, as is screening applicants, or determining compensation based on the applicant's compensation history.

Appropriate disciplinary action may be taken against any employee who violates this policy. If you are subjected to, witness, or suspect any violation of this policy, report the matter immediately as described below in the Anti-Harassment policy. Any such report is subject to the protection of our Anti-Retaliation policy as well.

B. Disability and Religious Accommodations

EWP is committed to complying fully with applicable employment-related disability laws and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. EWP's policy is to provide qualified persons with disabilities meaningful employment opportunities to the extent required by applicable law. All employment decisions are based on the knowledge, skills, and abilities of the employee or applicant.

EWP will provide reasonable accommodations to a qualified individual with a physical or mental disability, who has made EWP aware of the employee's disability, provided that such accommodation does not constitute an undue hardship for EWP or pose a direct threat to health or safety. EWP will also provide reasonable accommodations to employees for reasons related to pregnancy, childbirth, lactation, and related medical conditions, unless doing so creates undue hardship. Similarly, EWP provides reasonable accommodations for the practice of an employee's sincerely held religious belief, so long as the accommodation will not cause an undue hardship on EWP.

Any employees with questions or concerns about a need for accommodation are encouraged to bring those issues to the attention of the Executive Director. Employees can raise concerns or accommodation requests without fear of reprisal, and any such report or request is subject to the protection of our Anti-Retaliation Policy.

Contact information is available at the staff resource page: explorewashingtonpark.org/resources/

Password: Cosmos

C. Prohibition of Harassment and Discrimination

EWP is committed to providing a work environment that is free of discrimination and unlawful harassment. Harassment is contrary to the basic standards of conduct between individuals and is prohibited by law as well as by EWP.

Harassment can be unwelcomed sexual advances, conduct of a sexual nature, or conduct that denigrates or shows hostility or aversion toward an individual because of race, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, transgender status, military or veteran status, genetic information, marital status, or any other protected classification. If such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment, it may be considered harassment.

This policy prohibits any amount of harassment, discrimination, and retaliation whether engaged in by a coworker, by a supervisor or manager, or by a member, outside vendor, or customer.

Employees may not use any EWP property, systems (including email), or social media to post or display comments about coworkers or supervisors that are vulgar, obscene, threatening, intimidating, harassing, or otherwise in violation of EWP's policies against discrimination or harassment.

<u>Please Report It</u>. All of us share in the responsibility for a workplace free of harassment and are obliged to report any situation of suspected illegal harassment. If you are subjected to, witness, or suspect any violation of this policy, report the matter immediately. You may speak with whomever you feel most comfortable – your supervisor, any manager, or Executive Director. If you are not comfortable speaking with your supervisor, a manager, or Executive Director, or if none of them are available, you may speak with any member of the Board of Directors.

Contact information is available at the staff resource: explorewashingtonpark.org/resources/ Password: Cosmos

EWP will investigate complaints of harassment and take prompt and appropriate responsive and/or corrective action. Complaints of harassment and subsequent investigations will be kept confidential to the extent possible, and information will generally be limited to those with a "need to know". All employees are expected to provide complete and truthful information and to fully cooperate in any EWP investigation.

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

D. Anti-Retaliation Policy

Employees can raise concerns and make reports of unlawful discrimination, retaliation, or harassment, or

engage in other activities protected by applicable law, without fear of reprisal. You will not be discriminated or retaliated against in any way for bringing a question or good faith complaint to our attention or for participating in an EWP investigation. Examples of impermissible retaliatory action include unjustified disciplinary action or abusive verbal or physical behavior, or any other behavior designed to discourage an employee from raising concerns. Employees should immediately report any retaliatory action by using the reporting channels described in the Anti-Harassment Policy, above. EWP will investigate complaints of retaliation and take prompt and appropriate responsive and/or corrective action.

E. Violence and Bullying in the Workplace

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

EWP strongly believes that all employees should be treated with dignity and respect. Acts or threats of violence or bullying will not be tolerated. No weapons of any kind may be brought onto EWP property at any time without the prior consent of the Executive Director. Any instances or threats of violence or bullying must be reported to the employee's supervisor. All complaints will be fully investigated.

EWP also prohibits employees from "bullying" one another, which refers to repeated, unreasonable actions of individuals (or a group) directed toward an employee (or a group of employees) that is intended to intimidate and creates a risk to the health and safety of employees. Examples of bullying include but are not limited to being treated differently than the rest of the work group; being sworn at; exclusion or social isolation; being shouted at or humiliated; and being the target of practical jokes.

EWP will promptly respond to any incident or suggestion of violence or bullying. Violation of this policy will result in disciplinary action, up to and including immediate termination.

F. Workplace Fairness Act (WFA)

EWP prohibits discrimination as defined under ORS 659A.030, including conduct that constitutes sexual assault and conduct that constitutes discrimination. We are required to inform you that the statute of limitations period applicable to an employee's right of action for alleging unlawful discriminatory conduct is five (5) years. EWP may not require or coerce an employee or former employee who has alleged discrimination under ORS Chapter 659A to enter into a non-disclosure or non-disparagement agreement covering the employee's discrimination allegations. A nondisclosure agreement is an agreement preventing one or more parties from disclosing certain information without proper authorization. A non-disparagement agreement is an agreement preventing one or more parties from making negative statements about the other(s). An employee claiming to be aggrieved by unlawful discriminatory conduct may voluntarily request to enter into a non-disclosure agreement or a non-disparagement agreement. An employee who voluntarily enters into such an agreement may revoke the agreement at any time within seven (7) days following entry into the agreement. EWP and all employees are advised to document any incidents involving prohibited discriminatory conduct. Employees shall report unlawful discriminatory conduct consistent with the complaint procedure detailed in Section B.C of this Employee Handbook.

G. Standards of Personal Behavior, Professional Conduct & Personal Scented Product Guidelines

All employees are required to dress and groom appropriately for the duties they are required to perform, and to conduct themselves in an appropriate professional manner. A neat and professional appearance is a requirement of EWP. General cleanliness and personal hygiene are important in all work environments. It is expected that all employees will exercise good judgment and dress appropriately for their job. Different styles will be necessary depending on the degree of customer or stakeholder contact, the nature of the work, work location, and safety issues. Clothing that displays offensive slogans is prohibited. Employees should wear business casual dress to meetings with stakeholders, including Board meetings. Employees must wear EWP uniforms as required in their job description.

Employees are asked to refrain from the use of personal scented products in the workplace where the sole purpose is to produce a scent, such as perfume, after shave or cologne.

H. Outside Employment

Employees may not accept outside employment which prevents them from performing their duties for EWP effectively and/or which appears to present a conflict of interest with the goals and activities of EWP as determined by EWP.

I. Conflicts of Interest

Volunteers, Board, and employees may serve on the Board of Directors for another non-profit agency in the community, but they must abstain from voting in support of competitive funding or other proposals that may have a negative impact on EWP. Volunteers, Board members, and all employees must disclose in writing any potential conflicts of interest to the Board of Directors.

J. Drug-Free Work Policy

EWP is determined to eliminate the use of illegal drugs, alcohol, and controlled substances at our work sites and during work time. We have implemented a "zero tolerance" policy against illegal drugs, alcohol, and recreational drug use while on the job.

No drinking alcohol or medical or recreational marijuana use while "on the job" is allowed. EWP has a vital interest in maintaining safe, healthful, and efficient working conditions for its employees. Being under the influence of drugs or alcohol on the job may pose serious safety and health risks to employees and the public. Employees in violation of this policy are subject to disciplinary action, up to and including termination.

At times, EWP may host an event or EWP function. If alcohol is at the event, employees are permitted to consume moderate amounts of alcohol where alcohol is served. The employee is personally responsible for the proper use of alcohol. If an employee drinks at such an event or function, the employee has an

obligation to drink responsibly and in moderation. Never drive under the influence. If you need public transportation, EWP will reimburse you for any reasonable costs of such transportation.

The manufacture, distribution, dispensation, possession, purchase, or use of any illegal drug, alcohol, marijuana, or controlled substance while on EWP premises or during EWP work time is strictly prohibited. Reporting to work or working under the influence of drugs, marijuana, or alcohol (defined as any detectable level) is also prohibited.

"Illegal drugs" means: any drug (a) which is not legally obtainable, or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained, the use of prescription drugs without a valid prescription, and prescribed drugs not being used for prescribed purposes.

<u>Legal Drugs</u>. Except as provided below, possession, consumption, or being under the influence of any legally obtained drug by any employee while performing EWP business, on EWP or member property, or using an EWP vehicle, is prohibited to the extent such possession, use, or influence may affect the safety of coworkers, clients, or members of the public, the employee's job performance, or the safe or efficient operation of EWP.

If you are using any prescription or over-the-counter medication which may limit or impair your ability to safely perform your job, you must report that use to your supervisor in writing prior to beginning work. This information will be treated as confidential. You may also be required to provide written medical authorization of your ability to safely perform your job from a health care provider. Failure to report use of such medication to the appropriate supervisor may result in disciplinary action, up to and including termination. If you are taking medication, it is your responsibility to determine from your physician whether the prescribed or over-the-counter medication may impair your job performance.

<u>Drug and Alcohol Testing</u>. Employees may be tested for drugs and/or alcohol as follows:

Post Job Offer/Pre-Employment

Job offers may be contingent on successfully passing (negative result) a drug test before assuming work duties.

<u>Post-Accident/Injury.</u> Employees involved in accidents resulting in physical injury requiring off- site medical attention or property damage more than \$200 may be subject to post-accident drug and/or alcohol testing, regardless of whether a reasonable suspicion of drug or alcohol use exists. Keep in mind the limits of drug testing technology. For example: as of this writing, drug tests may not be able to distinguish between marijuana that was used during the workday versus last weekend. A positive drug test that causes EWP to conclude that an employee was impaired by alcohol or drugs on the job, however, may still lead to discipline, up to and including termination.

<u>Reasonable Suspicion.</u> If EWP has a reasonable suspicion an employee is under the influence of alcohol, marijuana, or an illegal drug, the employee will be asked to submit to drug and/or alcohol testing. Reasonable suspicion can be based on observed appearance, speech, or behavior, including (but not be limited to) physical symptoms such as slurred speech, poor performance,

substantial loss of productivity, or attendance problems. Prior drug or alcohol impairment while on the job may also support a reasonable suspicion.

Any testing required or mandated by law.

A positive test (defined as any detectable level) is grounds for discipline, up to and including termination. Refusing to submit to a drug or alcohol test, refusing to provide a sample for testing, and/or adulterating and/or tampering with a test or the testing process may result in disciplinary action, up to and including termination.

At EWP's sole discretion, such employees may be referred to a substance abuse professional for assessment and recommendations and required to successfully complete recommended rehabilitation, including continuing care. If EWP determines, in its sole discretion, that an employee may return to work after a positive drug or alcohol test, it may require such employee to pass a Return-to-Duty test and sign a Return-to-Work Agreement, pursuant to which the employee will be subject to ongoing, unannounced, follow-up testing for a designated period and terminated immediately if the employee tests positive a second time or violates the Return-to-Work Agreement.

<u>Assistance</u>. EWP encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

Employees are encouraged to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help. Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

K. Convictions or Arrests

Employees should promptly inform their supervisor if arrested, charged, and/or convicted (including a nocontest plea) of any criminal drug or alcohol violation, any crime involving dishonesty, any crime involving actual or threatened violence, any crime impacting applicable licensing or driving privileges, any crime classified as a felony, and/or any crime that could reflect poorly on EWP or impact its interests. If the underlying incident occurred in the workplace or on work time, the employee must notify EWP as soon as possible, and any other such issues must be reported no later than five (5) days after the arrest, charge, and/or conviction. An employee who fails to timely report an arrest, charge, or conviction may be subject to disciplinary action, up to and including termination.

L. Complaint Procedure

An employee with a work-related complaint or issue, including financial concerns, should follow the following process:

The employee should talk to their immediate supervisor within five (5) days of the event giving rise to the complaint. The supervisor is responsible to make a good faith effort to resolve any issue through this

informal process.

If the employee is not comfortable talking to their supervisor or the complaint involves their supervisor, the employee should contact the Executive Director or a member of the Board of Directors within five (5) days of the event giving rise to the complaint. Once a formal complaint has been made, the EWP Board will conduct or direct such review and investigation as it deems appropriate. The EWP Board will provide the employee with its findings and determination as soon as is practicable.

Contact information is available at the staff resource: explorewashingtonpark.org/resources/ Password: Cosmos

M. Confidentiality

The protection of confidential information is vital to the interests and success of EWP. All staff must comply with a "code of confidentiality" regarding confidential internal organizational information. This includes but is not limited to member and donor lists, financial information, program strategy, planning information, and Board actions. EWP stakeholders entrust us with personal, financial, and proprietary information, and we have an obligation to maintain the confidentiality of this information. We expect employees to safeguard the proprietary and confidential information entrusted to them. Except as required to perform your job duties, you may not access such information, disclose such information to anyone outside the company, or use such information in any way. Employees are expected to follow all EWP policies, guidelines, and procedures concerning the security and safeguarding of proprietary and confidential information. These non-disclosure obligations extend after termination of employment.

N. No Expectation of Privacy

Employees have no expectation of privacy in any message stored, sent, or received on EWP's communication systems. EWP may need to review data stored on the computer system or in other electronic communications systems maintained by EWP.

Working areas are not private and do not guarantee the confidentiality of materials or activities. Similarly, EWP's communication systems (e.g., electronic mail and telephone system) are not secure. Employees have no expectation of privacy in EWP desks or workspaces.

O. Employment of Immediate Family Members

Employment of relatives under certain circumstances may produce conflicts of interest and problems concerning disparate treatment which can damage EWP's integrity. In addition, conferring of benefits or privileges based on relationship rather than merit, and the appearance that benefits or privileges may have been so conferred, can harm EWP's functioning. Therefore, EWP has adopted a policy concerning the employment and supervision of a member of the individual's family in order to avoid the possibility of personal bias and to strengthen EWP's confidence and integrity.

An individual may not be employed by EWP in a position where the individual will have supervisory,

appointment, or grievance adjustment authority over a member of the individual's family or in a position of being subject to such authority which a member of the individual's family exercises. To this end, an individual may not hire or participate in the employment of a member of the individual's family, including, without limitation, participation in the application review and employment decision making process. If two existing employees work together in a supervisory relationship and, subsequently, the relationship becomes the type of familial relationship subject to this policy, a review of the relationship will be made by the Executive Director to determine whether one of the employees must be transferred or reassigned. Any exception to this policy must be approved in writing by the Executive Director.

P. Safety, Accidents, and Emergencies

Maintaining a safe work environment is a high priority for EWP and requires the continuous cooperation of all employees. EWP strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues and concerns. Employees should contact their supervisor, a manager, or the Executive Director, and/or Emergency Services (911) in the event of an accident, emergency, or unsafe working condition. All employees must comply with all EWP safety rules and regulations, all rules and regulations of Washington Park, and any other legal requirements. Failure to follow safety practices or procedures may result in disciplinary action, up to and including termination. If an employee is injured on the job, EWP provides coverage and protection in accordance with Workers' Compensation laws. All workplace injuries must be reported immediately to the employee's supervisor and Executive Director.

Employees may report workplace injuries or illnesses without fear of retaliation. EWP will not discharge or unlawfully retaliate against employees for reporting work-related injuries or illnesses. Employees who believe they have witnessed any such retaliation or discrimination should follow the reporting procedures described in the anti-harassment policy, above.

Q. Inclement Weather Procedures

It is the intent of EWP that all employees use their best judgment to determine when it is safe for them to travel to or from work the office, with the understanding that their decision may require their time to go unpaid or use their available vacation time, if job requires on-site attendance.

Unless there is a specific announcement stating that on-site job duties are cancelled, employees are to assume that EWP is open for business and are expected to make every effort to report to work, either inperson or remotely if their work allows. EWP recognizes that safety both on and off the job is a serious consideration, and that employees must decide for themselves whether to attempt to report to the office during inclement weather conditions. The following will apply for all weather-related absences:

- You are expected to allow sufficient time to report to the office on time, if necessary
- If on-site duties are occurring and you elect to not work any of your normally scheduled hours, the time missed will be charged against your available vacation or will be unpaid.
- If on-site duties are cancelled, you will be notified by your supervisor. For hourly employees who must report on-site, this time will be unpaid. If your duties allow remote

work, you will be expected to work. For salaried-exempt employees, no reduction of vacation time or salary will occur; provided, the salaried-exempt employees are expected to adjust their work schedules accordingly to accomplish the necessary required work.

R. Equipment Policy

<u>Status of Equipment</u>. Equipment owned by EWP shall be maintained in good working order and repaired when necessary. If repairs exceed the allocated budget, a request shall be made to the Executive Board for approval.

<u>Checking Out Equipment</u>. All equipment owned by EWP must be accounted for. A checkout procedure will be used when loaning equipment to people other than EWP Board or staff members. Loans of equipment will be for EWP-related business only. Loans will only be made to those qualified and trained to use equipment.

<u>Use of Equipment</u>. Equipment owned by EWP shall be used only for EWP-related business or for the purpose for which it was loaned to others as described above. Personal use of EWP equipment is expressly forbidden, unless the Executive Director authorizes specific personal use in writing and states the reason, therefore.

Guidelines for Use of Equipment.

Telephones and Email

Personal phone calls and messaging are allowable to the extent reasonably necessary but shall not interfere with the operation of the office, the duties of the employee, or result in costs incurred by EWP.

Computers, Copiers, Audio-Visual Equipment

EWP-owned computers, copiers, and audio-visual equipment should only be used for EWP-related business, exclusive of e-mail, as described above. Materials that are offensive to any employee, or which are illegal or violate any EWP policy will not be viewed, copied, or displayed in any fashion on any EWP equipment, whether at the EWP office or other location. Screensavers that include offensive music or sounds will not be used on any EWP computers.

Other Equipment.

All other equipment (i.e., walkie-talkies, etc.) owned by EWP will be used in the manner for which it was intended. Proper use of EWP equipment is expected. Instructions for the proper use of the equipment will accompany the equipment or will be made available to the operator.

<u>Inspection of EWP Equipment</u>. The Chair of the Board of Directors and EWP's Executive Director reserve the express right to inspect or have inspected all equipment owned by EWP at any time and/or location. Employees who witness or have knowledge of misuse of any EWP equipment are required to report the misuse to the Executive Director or to the Chair or Board member of the Board of Directors immediately.

<u>Return of Equipment upon Termination</u>. Upon termination of employment, all EWP owned and issued equipment, uniforms, and supplies shall be returned to EWP in acceptable, working order.

S. Washington Park

Employees are always required to comply with any rules, regulations, policies, or procedures now existing or later adopted by Washington Park.

T. Remote Work / Hybrid Work Schedule

This document contains the terms and conditions for working remotely. It should act as a guide for both management and the employee and must be signed by the employee to acknowledge they read through and understood the details herein.

<u>Eligibility:</u> An employee may be eligible to work remotely if their duties can be met through basic hardware and software, they've proven to be trustworthy, disciplined, and self-motivated, and have been given permission by the company.

Employees in roles that do not suit remote working conditions can apply for work from home permission for a few days a year as it fits with their duties.

<u>Hybrid Work Schedules</u>: EWP offers a hybrid remote/in-office schedule with the goal of eligible staff being in-office a minimum of two days per week. In order to build community within the organization, Mondays are the required in-office workday. PTO may be taken for part or all of a Monday that an employee cannot be in-office. In rare circumstances, a manager may request a staff take a Monday (for example to reduce burn-out from staff working non-standard hours). The other in-office workday will be determined in coordination with the employee and their manager. An employee may request to work remotely on their additional in-office workday as long as it does not fall on a Monday. Requests should be made to the employees' manager with one week notice, if possible.

<u>Rules and other company policies:</u> While working remotely, employees must adhere to all the conditions in the Employee Handbook. All company policies continue to apply to employees regardless of work location, including but not limited to policies governing personal conduct, confidentiality, and leave.

Disciplinary actions may follow policy transgressions of any kind.

<u>Work expectations:</u> Employees must follow the work schedules provided to them, be sure to meet deadlines, uphold high-quality standards. While some flexibility is allowed, the employee must agree to work set hours as much as possible, five days a week, or the work scheduled as determined in the employee's offer letter.

Tools will be made available to employees for managing time and tasks, communicating with coworkers, tracking projects, and accessing resources.

Performance will be measured on a regular basis as deemed by the Executive Director focusing on the same metrics that apply to work done in the office.

<u>Communication:</u> Employees are to be online and accessible for 8 hours, Monday to Friday, or the work scheduled as determined in the employee's offer letter. They are expected to check-in with their managers at least once a day if requested to do so. Any correspondence from a co-worker or client must be answered as quickly as possible. Tools have been provided for communicating with team members and collaborating on projects.

Employees are required to attend scheduled weekly staff meetings and weekly meetings between employee and manager. Times are to be discussed and agreed upon between the employee and manager. Meetings are mandatory unless an absence is approved by the Executive Director.

Insurance and Liability: Employees working remotely will still receive full company benefits as dictated by their employment classification and employment letter, including health insurance and worker's compensation. Employees are advised to choose a safe and secure location to work from, and to maintain high levels of safety. The company is liable for injuries suffered in the pre-defined workspace during work hours only. Only equipment owned by the company and on loan to the employee is covered by the company's chosen insurer. All other equipment is to be covered by the employee's personal insurance provider.

<u>Security:</u> Securing EWP data and organization information should be of utmost concern. By acknowledging receipt of this. By acknowledging receipt of this Employee Handbook and consistent with the terms of confidentiality agreement signed by the employee upon employment, organization information as confidential. Any breaches in security protocol will lead to strict and swift disciplinary action.

<u>Compensation:</u> No changes will be made to an employee's salary if said employee works from home, full time. Salaries will increase according to company policy and successful performance reviews. Employees working remotely remain eligible for promotion and skills development programs.

Expectations

On virtual calls, staff are expected to:

Keep videos on for most of the call

Face the camera

Keep microphones on for most of the call

Maintain a professional appearance

Maintain a professional background

Staff will work with their manager if expectations around virtual calls cannot be met.

Staff must get approval from their supervisor if they are working outside the immediate region of Portland. Employees may work up to a week at a time in an area outside of the Portland region at discretion of their supervisor and Executive Director.

C. PAY PRACTICES AND HOURS WORKED

A. Attendance and Time Sheets

All employees are expected to be at work on time every day they are scheduled to work. All employees must maintain time sheets, which are to be approved by the employee's supervisor, then submitted to the Office Manager as requested for payroll. Exempt employees' time sheets shall be used only for the purposes of program and grant reporting and budgeting, for review of the job description, and for purposes of tracking Holiday Pay, vacation hours, and sick leave.

Except in the event of an unforeseeable medical emergency, staff are required to notify their supervisor of absence or tardiness as soon as possible, so that coverage of the program may be maintained. Regular and consistent attendance and timeliness is an essential requirement of all employees.

Employees who fail to report to work or call in prior to their scheduled shift for two (2) or more consecutive workdays will be considered to have voluntarily resigned from their employment with EWP.

B. Workday/Workweek

Regular office business hours are 8:30 a.m. - 5:00 p.m. The workweek for purposes of overtime pay begins Monday at 12:00 a.m. and ends the following Sunday at 11:59 p.m. for all employees. Paid or unpaid days or hours off do not count as hours worked for purposes of calculating overtime.

All employees are expected to remain on their work schedule unless a new schedule is requested and approved by the Executive Director. The nature of EWP work may require employees to work evenings or weekends. Exempt staff should not expect their work to be limited to 40-hour, 5-day workweeks. They can expect to work earlier or later than the regular workday, and to occasionally work on weekends. A supervisor may temporarily alter an employee's work schedule on an as needed basis.

Salaried-exempt employees are expected to work a minimum of forty hours per workweek. Salaried-exempt employees that are required to attend an EWP event or function outside of normal business hours may request time off from the Executive Director during the same week. For example, if an employee attends an event during a week, they may email the Executive Director and request approval to adjust a normal workday during the same week with no reduction in their vacation time. These requests may be approved or denied by the Executive Director based on the operational needs of EWP and at EWP's sole discretion. Salaried-exempt employees are required to put in sufficient time to accomplish the tasks necessary for their applicable position and this may require working more than 40

hours.

EWP does not offer or provide comp time to its employees.

C. Meal Periods and Breaks

If you work in a non-exempt position and work a shift of six (6) hours or longer, you must take a one half (½) hour unpaid meal breaks during which time you will perform no work for EWP. Non-exempt employees must take uninterrupted meal breaks and rest breaks in accordance with this policy and may not waive their right to take a meal period or rest break. If you have any questions regarding if and when you should take a meal period or rest break, please speak to your manager.

If you are in a non-exempt position, you are required to take a ten (10) minute paid rest break for every four (4) hour work period, if shift is longer than two (2) hours. Rest breaks should generally be taken in the middle of the work period and may not be added to a meal period or taken at the beginning or end of the workday.

Employees are required to promptly and timely return to work at the end of each break or meal period. Failure to take all required meal and rest breaks may result in disciplinary action, up to and including termination.

| Shift Length | Rest Breaks | Meal Breaks |
|------------------------------|-------------|-------------|
| 2 hrs or less | 0 | 0 |
| 2 hrs 1 min – 5 hrs 59 min | 1 | 0 |
| 6 hrs | 1 | 1 |
| 6 hrs 1 min – 10 hrs | 2 | 1 |
| 10 hrs 1 min – 13 hrs 59 min | 3 | 1 |

Finally, nursing parents may take reasonable unpaid rest periods to express milk. To the extent feasible, those breaks should coincide with the meal or rest periods described in this policy, but additional breaks may be taken as needed.

D. Performance Evaluations

Employees will receive performance evaluations at such times as designated by EWP.

E. Job Description

Each employee will receive a job description. Job descriptions are not fixed and are guidelines only. They can change at the sole discretion of EWP and without notice to employees. There will be times when an employee is asked to perform duties and responsibilities not in their job description.

F. Personnel Records

The Executive Director shall maintain employment records for each employee. The file may contain the following records:

A completed application (including address, phone number, and education)
Letter of hire including date of employment
Written record of references
Payroll records
Any performance evaluations
Record of accrued vacation and personal leave
Job description
Record of training certificates required for employment
Signed Employee Handbook Acknowledgement form
Forms W-4 and I-9
Records of all disciplinary actions

Employee medical records, including drug and alcohol test results, will be kept in separate confidential files apart from the employee's personnel file in compliance with applicable record keeping laws.

G. Salary Payment

All employees are paid semi-monthly on the 5th and 20th day of each month. When these paydays fall on either a Saturday or Sunday, employees will receive their checks or deposit to their bank accounts on the following business day.

H. Overtime

Non-exempt staff will receive overtime pay at the rate of one and one-half (1½) times their hourly rate for all hours worked over 40 hours in any workweek. Overtime will be paid in the same pay period as overtime is worked. The employee's supervisor or the Executive Director must approve all overtime in advance.

Personal leave days, vacation days, and sick days do not count in the overtime calculation. The 40 hours must be actual hours worked. For example, the half hour per day meal break is not included in the 40 hours. Full-time and part time non-exempt staff working longer than eight (8) hours in one day are required to flex their schedule during that week to ensure that they work no more than 40 hours unless directed in writing by their supervisor. Exempt staff do not receive overtime.

All non-exempt employees are required to accurately record attendance and all hours worked on their time records. Attendance and time records are EWP records, and care must be exercised in recording the hours worked, overtime hours, and all personal absences from work (including vacation, personal, and/or sick leave).

You may not clock in our out, sign in or out, or prepare time records for anyone else.

By signing and submitting your time record, except as otherwise noted in the time record, you are certifying that you worked all of the reported hours, that you have fully reported all hours worked, that you have accurately recorded and reported all absences from work for personal reasons, and that you received all required rest and meal periods for the reported time period.

Working "off the clock," or failing to report or record all time worked in your time records is expressly prohibited. If you are asked or required to work "off the clock," you must report it immediately to the Executive Director.

Falsification or unauthorized alteration of time records, or other violations of this policy, may result in appropriate disciplinary action, up to and including termination.

I. Payroll Deductions

Deductions from paychecks must be authorized in writing.

All employees are required to sign an Internal Revenue Service Form W-4 on the first day of employment. On or before January 31st of each year, each employee will receive a W-2 statement showing total earnings and the amount of tax by type withheld.

J. Business Expenses & Reimbursement

<u>Corporate Gas Credit Card</u>: If fuel is required for the EWP vehicle, employees should use the gas credit card kept in the glove compartment box of the vehicle. Employees must provide the Office Manager a receipt of purchase on the same day as the purchase.

<u>Reimbursement</u>: If an employee makes small purchases for EWP from their personal funds, the employee will be reimbursed, provided the staff supervisor approves the expenditures. A reimbursement form must be completed and turned into the Office Manager within thirty (30) days of the expenditure with an itemized receipt for the purchase in order for payment to be made. EWP will reimburse staff within thirty (30) days for all properly approved and submitted reimbursement requests.

<u>Work-related Food & Drink Purchases:</u> There may be times when employees attend off-site meals with another staff member, or external partners such as reviews, or meetings with committee members. Managers may use their EWP credit card to buy food and drinks during these occasions. Non-managers must get permission from their managers to buy food and drink before using their EWP credit card or using the reimbursement policy.

<u>Mileage</u>. Employees will be reimbursed for mileage when their duties require travel in their own vehicle away from their customary workplace. The mileage reimbursement rate will be the current year's IRS approved rate, or the rate approved in the grant funding the travel, whichever is less. Any Employee authorized by the staff supervisor for mileage reimbursement must maintain a written record of travel

including date, destination, purpose of travel, and number of miles driven. Employees must provide proof of current auto insurance prior to any reimbursable business travel. Mileage reimbursements and expense requests must be signed by the employee and submitted to the Office Manager for processing.

Operation of Vehicles. When operating any vehicle while performing work for EWP, each employee will operate such vehicles responsibly, in a safe manner, and in compliance with all applicable laws, regulations, ordinances, signals, and markings. An employee receiving a parking or driving citation (violation) while operating a vehicle while working for EWP will immediately notify EWP of the same. The employee receiving a parking or driving citation (violation) is responsible for the payment of all resulting fines or fees. EWP will not pay or reimburse any employee for the costs or expenses incurred by the employee because of the employee's violation of any law, regulation, ordinance, signal, or marking.

K. Approval of Major Purchases

When an employee determines that there is a need for a major purchase, they are required to complete the "EWP Employee Purchase Approval Form". These purchase limits will vary among positions and be specified upon hire. Once the form is submitted it will be reviewed and approved by the appropriate supervisor.

D. EMPLOYEE BENEFITS

EWP strives to provide the best, most equitable, and most cost-effective benefits for its employees in recognition of the influence employment benefits have on employee economic and personal welfare. All Employee benefits are provided at EWP's sole discretion and this Employee Handbook is not and should not be interpreted to be a promise or guarantee of any benefits. In general, EWP reviews benefit programs regularly and may modify these benefits at any time, if consistent with applicable law.

A. Paid Holidays

Regular full-time and regular part-time employees are granted Holiday Pay for the following observed holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving, Christmas Day, and one floating holiday. If an employee is required to work on a paid holiday, the full-time employee will receive another paid day off within two weeks of the observed holiday.

Regular full-time and part-time employees will receive time off with pay only for holidays, or subsequently observed holidays, falling on their approved workday.

To qualify for Holiday Pay, the regular full-time or regular part-time employees must be on paid status the day before and the day after a holiday. An employee is not eligible to receive Holiday Pay if the employee is on an unpaid leave of absence. Holiday Pay will not be paid to any other EWP employees. Holiday Pay is not

considered as time worked for overtime purposes and will be paid at the employee's regular rate of pay.

B. Vacation

Regular full-time and regular part-time employees accrue vacation from the date of hire at the rate listed in the chart below, or at the rate outlined in the employee's letter of employment. New employees are eligible to take accrued vacation after ninety (90) days of employment or as approved by their supervisor. Subject to applicable law, use of all scheduled time off (vacation, holidays, leaves of absence, etc.) is granted at the discretion of the Executive Director.

| Years of Continuous Service / Accrual Schedule | |
|--|---|
| 0-3 years | .03846 per hour worked up to a maximum of 80 hours per fiscal year |
| 3+ years to 6 years | .05769 per hour worked up to a maximum of 120 hours per fiscal year |
| 6+ years of continuous employment | .07692 per hour worked up to a maximum of 160 hours per fiscal year |

Accrual at the higher rate will occur at the beginning of the pay period following the fiscal year.

Employees are expected to take vacation in the fiscal year the time is accrued. If circumstances prevent an employee from taking all available vacation time, up to 80 hours may be carried over to the next fiscal year by regular full-time and regular part-time employees. At the end of the fiscal year (June 30th), accrued vacation more than 80 hours will be automatically forfeited without compensation to employee.

During employment, employees may not receive cash compensation for accrued unused vacation in lieu of taking the vacation time.

Requests for vacation must be made to the employee's supervisor as follows:

Two (2) weeks written notice for an absence of less than five (5) consecutive business days; or 30 days' written notice for absence of more than five (5) consecutive business days.

Though every reasonable attempt will be made to accommodate the employee's preference, due to staffing needs, approval of vacation requests may be approved or rejected at the sole discretion of the Executive Director.

Employees who are terminated by EWP for reasons other than misconduct (as determined by EWP in EWP's sole discretion) will be paid for accrued unused vacation time up to a total of 40 hours. Any excess vacation time more than 40 hours will not be paid to an employee on the termination of employment with EWP.

Employees who provide the customary written two-week notice of their intent to terminate will receive their accrued, unused vacation time in their final check up to the maximum amount of 40 hours. Any excess vacation time more than 40 hours will not be paid at termination of employment. If an employee terminates employment with EWP and fails to provide two-weeks prior written notice of termination, or EWP terminates the employee's employment, the employee will not receive compensation for any vacation time on the termination of employment.

C. Sick Leave

All employees will begin accruing sick leave at the start of their employment with EWP. Sick

leave accrual is as follows:

For all employees, sick leave accrues at the rate of 1 hour per 30 hours worked or per the employee's offer letter at the discretion of the Executive Director. This equates to .038 hours of sick leave earned per hour worked.

For regular full-time employees, sick leave will accrue at the stated rate up to a maximum amount of 80 hours per fiscal year.

For all other employees, sick leave will accrue at the stated rate up to a maximum amount of 40 hours per fiscal year.

Sick leave may be used for family illness, parental leave, employee illness, and/or scheduled medical or dental appointments or procedures, other issues approved by manager, or any other permitted purpose listed in ORS 653.616.

Sick leave is computed at the employee's regular rate of pay and will be used in a minimum of one (1) hour increments.

Sick leave may be carried over each fiscal year.

If an employee is re-hired by EWP within 180 days of separation of employment from EWP, the employee will receive a credit for all prior accrued and unused sick leave.

Sick leave will not be paid to any employees on a termination of employment (whether voluntary or involuntary).

Except in the case of an emergency, an employee desiring to take paid sick leave must provide EWP reasonable advance notice of the employee's intention or need to take sick leave (the night before if you think you will be sick the following day). Requests for "sick time" for purposes listed in ORS 653.616 will be permitted provided the employee has accrued sick leave available. Failure to return from sick leave on the scheduled time/date may be considered job abandonment and treated as a voluntary termination.

D. Unpaid Time Off

We recognize that there will be times when an employee needs extended time off due to personal matters, such as care for dependents, moving, domestic violence, recovery from injury or illness, managing personal emergency, grieving the loss of a loved one, or for personal health reasons. Unpaid Time Off (UTO) is a way to support employees during these circumstances. Regular full- and part-time employees are eligible to request UTO as described in this policy after completing 90 days of employment. UTO is not available for seasonal or variable hour employees. UTO is granted only in whole-day increments and may be granted for a single workday or a number of consecutive workdays. Each year, staff may take up to 3.8% of their annually scheduled work hours (as agreed upon in their employment letter) as UTO. For full-time staff working 40 hours a week, this equates to 80 hours of UTO, or 10 workdays. For part-time staff working 20 hours a week, this equates to 40 hours of UTO. An eligible employee must first exhaust all paid Vacation Leave and floating holiday(s) before taking UTO.

Any paid holidays that fall within the leave of absence will not be paid, and benefit accruals, such as vacation/sick leave, will be suspended during the leave and will resume upon return to active employment. EWP will continue to cover group health insurance premiums during the UTO, as applicable. If an employee fails to return to work on the scheduled date of return, the employee will be considered to have abandoned their position and voluntarily terminated their employment.

To apply for UTO, the employee must submit their request in writing to their manager, and state the date the leave is to begin, the date of return to work, the reasons for the leave, and the plan to have work responsibilities covered during the employee's absence. The employee should request UTO with as much notice as possible. The employee will receive either written approval or denial of the request. If approved, employees must use their leave of absence for the approved reason or purpose. Requests for UTO will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence. Employees will not be provided UTO to accept or conduct other employment. The decision to grant a request for UTO shall set no binding precedent in the case of future requests.

E. Extended Leave with Pay

<u>Conferences</u>. All employees will be working their regular schedules while attending conferences approved by the Executive Director as part of their job duties. Attendance at conferences not approved in advance shall not be considered hours worked.

<u>Civic Obligations</u>. Leave shall be allowed to regular full-time employees to permit the employee to meet their civil obligations such as serving on a jury or participation as a subpoenaed witness. EWP will pay the difference between any fee received for such services and the employee's base pay while the employee is on such leave for a period not to exceed 10 days. After 10 days, the employee will be entitled to leave without pay.

F. Parental Leave

EWP provides unpaid parental leave for adoptive and natural births as a benefit of employment. To be eligible for these benefits:

Employees must have worked full time for EWP for a minimum of 12 continuous months. Employees must be in good employment standing with EWP (i.e., not on probation). EWP asks that employees request leave a minimum 30 days in advance if possible.

The benefits are as follows:

Up to 12 weeks of unpaid leave.

Employees must use 50% of their available/accrued vacation & sick leave time. EWP will continue to pay the employee's health insurance premiums during the leave time; provided that the employee agrees to return to work for EWP and if the employees fail to return to work the employee will be obligated to reimburse EWP for the health insurance premiums.

Additional time-off is at the discretion of the Executive Director and EWP Board.

G. Crime Victim and Related Leave

Unpaid leave may be available for certain crime victims, subject to the following guidelines and applicable law.

<u>Crime Victim Leave</u>. Eligible employees may take an unpaid leave of absence to attend criminal proceedings involving crimes in which the employee or the employee's family members were victims. You may be eligible for this type of leave if you worked an average of 25 hours or more per week in the 180 days prior to the leave being taken, and you are a "crime victim" (someone who has suffered financial, social, psychological, or physical harm because of a felony, or who is a member of the immediate family of the crime victim). Immediate family member for purposes of this policy means spouse, domestic partner, father, mother, sibling, child, stepchild and grandparent. Eligible employees must provide reasonable notice of their intention to take this leave and must provide EWP copies of any criminal proceeding scheduling notices. Crime-victim leave is generally unpaid, but an employee may use any accrued paid leave during the crime-victim leave.

<u>Leave Relating to Domestic Violence/Sexual Assault/Stalking/Harassment</u>. Under the Oregon Victims of Certain Crimes Leave Act, employees may be eligible for leave if they are victims of domestic violence, sexual assault, stalking, or harassment, or if they are the parent or guardian of a minor child or dependent who is a victim. A victim is any person who has suffered financial, social, psychological, physical harm because of domestic violence, sexual assault, or stalking. Immediate family for this type of leave is the spouse, domestic partner, father, mother, sibling, minor or dependent child, stepchild, grandparent, or any person who had the same primary residence as the victim. Employees may use any accrued paid leave during this leave.

Employees may take a reasonable amount of time off to: (a) seek legal or law enforcement assistance or remedies; (b) get medical treatment or recover from injuries; (c) get counseling from a licensed mental health professional; (d) obtain services from a victim services provider; (e) relocate or make an existing home safe; or (f) other services necessary to ensure the safety of the victim. The leave may be limited if it will create an undue hardship on EWP. Further, EWP will strive to provide a reasonable safety accommodation requested by an individual who is a victim of domestic violence, sexual assault, stalking, or harassment, unless the accommodation would impose an undue hardship on the business operation of EWP. If you believe you may need such an accommodation, contact your supervisor or the Executive Director.

Employees must give reasonable advance notice of intent to take leave unless such notice is not feasible. If advance notice is not feasible, oral, or written notice should be given as soon as practicable and can be given by anyone else on an employee's behalf. When requested in writing by EWP, employees must provide certification that they are a victim and that the leave or requested accommodation is for an authorized purpose. Certification must be provided within a reasonable time of the request.

H. Military and Veterans Day Leave

<u>Military Leave</u>. EWP complies with all applicable state and federal military leave laws. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. The leave generally will be unpaid.

However, employees may use any available vacation time for the absence. Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must timely apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed, or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Contact your manager or the Executive Director for more information or questions about any type of military leave.

I. Bereavement Leave

<u>Bereavement Leave for an Immediate Family Member:</u> When a death occurs in an employee's immediate family, all regular full-time, part -time and seasonal employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. The pay for time off will be equal to the hours scheduled for a part-time or seasonal employee if the funeral occurs on a scheduled workday. EWP may, in unusual circumstances, require verification of the need for bereavement leave.

Immediate Family Defined for Bereavement Leave: Immediate family members are defined as an employee's partner, parents, stepparents, sisters, brothers, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or someone who lives in the employee's household (not tenants, lodgers, or employees).

<u>Bereavement Leave for a Non-Family Member</u>: All regular, full-time, part-time, and seasonal employees may take up to one (1) day off with pay to attend the funeral of a close, non-family member. This time off, or additional time off that might be needed will be considered and granted by the employee's manager on a case-by-case basis.

The pay for time off will be equal to the hours scheduled for a part-time or seasonal employee if the funeral occurs on a scheduled workday. The office manager will confirm that the time is recorded accurately on the time sheets. EWP may require verification of the need for the leave.

<u>Additional Bereavement Time Off</u>: EWP understands the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The employee may make arrangements with the appropriate manager for additional unpaid days off in the instance of the death of an immediate family member.

Additional unpaid time off may also be granted depending on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased.

Individual employee circumstances may be discussed with the employee's manager and the Executive Director to determine whether additional considerations are needed. It is EWP's intention to support employees during their times of grief and bereavement.

J. Health and Dental Coverage

Regular full-time employees working 32 hours or more per workweek are eligible to receive health insurance benefits. For FY25/26, EWP will provide up to \$636/month for EWP-provided health insurance and up to \$53/month for EWP-provided dental insurance for a total of \$689. EWP will make every effort to increase this allocation by 6% annually to accommodate and increase in health insurance premiums. Health insurance benefits will commence on the terms provided in the health insurance plan. Expenses beyond the allocated amount per employee will be the sole responsibility of the employee and will be taken out of the employee's paycheck. No compensation will be paid to employees if the employee does not elect to utilize the EWP health insurance plan.

Insurance currently covers an annual vision and dental exam. For additional information on health insurance, see the benefits summary provided by the plan provider.

Regular part-time, seasonal, and temporary employees do not receive any health benefits.

K. Workers' Compensation

Workers' Compensation laws of the State of Oregon cover all employees. An employee must immediately notify the Executive Director or their immediate supervisor of any accident or injury arising out of, and during, employment at the agency. All employees must promptly report all injuries/illnesses to their EWP supervisor.

L. Return to Work After a Job-Related Accident or Illness

<u>Modified Return-To-Work</u>. EWP's temporary, modified return-to-work policy is designed to return employees to employment at the earliest date after a compensable on the job injury or illness. This policy applies to all employees who, because of a compensable on the job injury or illness, are temporarily limited from performing portions of their regular duty job and will be followed whenever appropriate.

An employee off work due to a job-related "compensable injury" as defined by the Workers' Compensation statutes who desires modified duty must request reinstatement in writing to the Executive Director within seven (7) days of the date the employee's physician authorizes the employee to return to work. The employee must include in the request written certification from a duly licensed physician stating that the employee may return to work and must indicate the employee's physical or other restrictions.

"Temporary work" is a temporary modified work assignment within the employee's physical abilities, knowledge, and skills. Where feasible, and when available, temporary work will be made available to injured or ill employees in order to minimize or eliminate time loss. The job assignment will cease upon the employee's maximum medical improvement. EWP will not create new positions. For any business reason, at any time, EWP may elect to change the working shift of any employee based on its business needs.

If you have a work-related injury and you are limited from performing your job-at-injury, you must inform your attending physician of EWP's temporary modified duty return to work policy. EWP will provide you with the physical requirements of temporary modified work that you must provide to your attending physician for approval that the assignment is within your physical capabilities. If you refuse a temporary modified duty work assignment that your attending physician finds is within your physical capabilities, you may lose rights to temporary disability benefits, reinstatement rights, and vocational rehabilitation.

If you return to a temporary modified job, you must make sure that you do not go beyond either the duties of the job or your physician's restrictions. If your restrictions change at any time, you must notify your supervisor at once and give your supervisor a copy of the new medical release.

EWP will determine appropriate work hours, shifts, duration, and locations of all work assignments. EWP reserves the right to determine the availability, appropriateness, and continuation of all transitional assignments and job offers.

You must immediately notify your manager of any changes concerning a temporary work assignment.

M. Family Medical Leave Act and Oregon Family Leave Act

EWP employs less than 25 employees and is not required to provide leave under FMLA or OFLA. Please consult https://www.oregon.gov/boli/workers/pages/oregon-family-leave.aspx for more information.

N. Retirement

EWP offers A SIMPLE IRA account to all employees making more than \$5,000 over two (2) calendar years. If employees opt to participate in the retirement program, EWP will contribute a minimum of 2% of the employee's salary and will match a maximum of 3%. The terms of the SIMPLE IRA are governed by the plan documents as may be amended.

O. Parking Pass and TriMet benefit

EWP will pay for parking permits for employees who drive their personal vehicles to and from work during their time with the organization. EWP will not be responsible for any ticket expenses that arise due to an error of the employee.

EWP can also provide a TriMet HOP card to cover work related transit costs. This includes travel to and from work, as well as any trips taken during the workday for work-related purposes.

E. DISCIPLINE AND TERMINATION

A. Disciplinary Review

Employees are employed "at will." This means that employees do not have a contract or other right, express or implied, to remain employed with EWP. Employment may be terminated at any time with or without cause and/or with or without notice. No supervisor or other representative of the EWP (except the Executive Director or President of the Board in writing) has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above.

It is not possible, nor is it EWP's intent, to provide you with a complete list of every possible type of disciplinary offense. However, to provide you with some guidance concerning unacceptable behavior, the following is a non-exhaustive list of the types of conduct that EWP considers impermissible and grounds for discipline, up to and including termination:

| Breach of trust or dishonesty |
|--|
| Not working |
| Refusal to work assigned job duties |
| Violation of an established policy or rule |
| Falsification of EWP records, including time records, applications, and member records |
| Negligence |

| | _ | policy |
|----|----------|---|
| Į | _ | Violation of the EWP's drug and alcohol policy |
| Į. | _ | Violation of the anti-harassment, anti-discrimination, and anti-retaliation policies |
| Į | _ | Operating a vehicle during work time in an unsafe manner |
| Ţ | _ | Leaving the work premises without authorization during work hours |
| Ţ | _ | Undue and unauthorized absence from duty during regularly scheduled work hours |
| Į | _ | Larceny or unauthorized possession, use or removal of property belonging to EWP |
| [| _ | Unauthorized possession, use or copying of any EWP record or property |
| Į | _ | Absenteeism or tardiness |
| Į | _ | Improper use of any EWP property or system |
| Į | _ | Marring, defacing or other willful destruction of any supplies, equipment, or property of |
| | | EWP |
| Ţ | _ | Actual or threatened violence towards an employee or any community partner |
| Ţ | _ | Theft |
| Į | _ | Unsatisfactory performance |
| Į | _ | Failure to adhere to rules, laws, or requirements |
| Į | _ | Violation of any EWP policy |

Incubardination or discognostful or unprefessional communications in violation of EWD

This list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive and is not intended to be comprehensive and does not change your employment- at-will status.

EWP will ordinarily try to give you advance notice, whenever possible and appropriate, of problems with your conduct or performance. EWP may determine in its discretion that oral or written counseling, or a warning is appropriate but may also terminate for a first offense. In all cases, EWP retains the sole authority and discretion to determine whether anyone has engaged in misconduct and the appropriate disciplinary action.

B. Exit Interview

Whenever practical, employees shall have an exit interview by the Executive Director. The purpose of the interview is to solicit suggestions for improvement of EWP and its relationship with its employees. The employee will also be required to return EWP property and materials.

C. Insurance Conversion Privileges

Upon an employee's termination of employment with EWP or loss of eligibility to remain covered under EWP's group health insurance program, an employee and the employee's eligible dependents may have the right to continued coverage under EWP's health insurance program (if applicable) for a limited period of time at the employee's cost and expense. Please contact the Executive Director for more information concerning continuation coverage rights and benefits

F. EMPLOYEE HANDBOOK ACKNOWLEDGMENT



Employee Handbook Acknowledgment

| , ackr | nowledge that I have received and read the |
|---|---|
| Explore Washington Park Employee Handbook and understand | d its contents. |
| I am aware that I am expected to follow these policies and the Employee Handbook. I understand that my employment is atmy employment at any time, with or without cause and with crepresentative of EWP has the authority to enter into any agree of time, or to make any agreement contrary to the above (excorrector, in a signed/written contract). | will and that I may resign or EWP may terminate or without notice. No supervisor or other eement for employment for any specified period |
| I understand the EWP Employee Handbook supersedes all pre- employee policies of EWP. In addition, I understand that the re Employee Handbook may be changed, modified, or terminated have any questions or concerns concerning this Employee Han that I can address these questions or concerns with the Execut | ules, policies, and benefits contained in the data any time at EWP's sole discretion. If I should adbook now or in the future, I also understand |
| I also hereby certify that I have received and read, and that I understand that compliance with this policy is a condition of edug and/or alcohol test when requested by EWP in accordance comply with a drug and/or alcohol testing request, a positive that causes EWP to conclude an employee was impaired violation of the Drug-Free Work Policy will lead to discipline up | imployment. I consent and agree to submit to a ce with the policy. I understand that failure to test result for the illegal use of drugs, a test d by alcohol or drugs on the job, or any |
| Employee Signature: | Date: |
| Print Name: | |