**Scappoose Drainage Improvement Company  
(SDIC)  
53466 East Honeyman Rd  
Scappoose, Oregon  
97056**

**EMPLOYEE HANDBOOK**

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**A NOTE ABOUT THIS HANDBOOK**

Welcome to the Scappoose Drainage Improvement Company ("SDIC" or the "Company"). The SDIC Employee Handbook (the "Handbook") has been developed to provide general guidelines about SDIC policies and procedures for employees. It is a guide to assist you in becoming familiar with some of the privileges and obligations of your employment, including our policy of voluntary at-will employment.

None of the policies or guidelines in the Handbook are intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period of time, or any specific type of work. Additionally, with the exception of the voluntary at-will employment policy, these guidelines are subject to modification, amendment, or revocation by SDIC at any time, without advance notice.

SDIC will provide each individual a copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all SDIC employees. Further, SDIC expects each employee to display good judgment, diplomacy, and courtesy in their professional relationships with SDIC's staff and the general public.

1. our company

## About Us

The Scappoose Drainage Improvement Company (SDIC) is a public service corporation organized under ORS Section 554 to serve the needs of its members. The SDIC is located east of the town of Scappoose, in Columbia County, Oregon, along the west bank of the Multnomah Channel between Columbia River miles 90.3 and 97.0. The district is about 6 miles long, averages 1-1/2 miles in width, and contains approximately 5,700 acres of improved land protected from flooding by about 10 miles of levee.

## Mission/Values

To enhance the safety, productivity, and livability of our diverse community by providing flood control, drainage, and irrigation water for Scappoose Drainage Improvement Company members.

## Leadership Structure

Board of Directors (BOD)  
General Manager (GM)  
Field Operations Tech (FOT), Office Administrator (OA)

# employment policies

## Voluntary At-Will Employment

Unless an employee has a written employment agreement with SDIC that provides differently, all employment at SDIC is "at-will." That means that employees may be terminated from employment with SDIC with or without cause or prior notice, and employees are likewise free to leave the employment of SDIC for any reason. However, as a matter of professional courtesy and to preserve goodwill and eligibility for rehire, employees are asked to provide at least two (2) weeks' notice if they intend to resign. See Section 7.4 below.

Any representation by any SDIC officer or employee contrary to this policy is not binding upon SDIC unless it is in writing and is signed by the BOD.

## Equal Employment Opportunity

SDIC shall follow the spirit and intent of all federal, state, and local employment law and is committed to equal employment opportunity. To that end, SDIC will not discriminate against any employee or applicant in a manner that violates the law.

SDIC is committed to providing equal opportunity for all employees and applicants without regard to race (including traits traditionally associated with race such as hair texture, skin color, or certain facial features and hairstyles such as braids, locs and twists), color, citizenship status, national origin, ancestry, gender (including pregnancy, sexual orientation, gender identity, gender expression, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by local, state, or federal law. Each person is evaluated on the basis of professional skill and merit.

SDIC 's policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational, and recreational programs.

SDIC will not tolerate any form of unlawful discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of SDIC may have violated the equal employment opportunity policy should report the possible violation to the BOD or GM.

If SDIC determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, up to and including immediate termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of this investigation, SDIC will inform the employee who made the complaint of the results of the investigation.

## Policy Against Workplace Harassment

SDIC is committed to providing a work environment for all employees that is free from sexual harassment and other types of discriminatory harassment. Employees are expected to conduct themselves in a professional manner and to show respect for their coworkers.

Our commitment begins with the recognition and acknowledgement that sexual harassment and other types of discriminatory harassment are unlawful. To reinforce this commitment, SDIC has developed a policy against harassment and a reporting procedure for employees who have been subjected to or witnessed harassment.

Harassment of any kind by or toward a SDIC employee or any other person (including clients, guests, independent contractors, or vendors), or harassment of any third party by a SDIC employee in person or through use of SDIC's resources or assets, will not be tolerated. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events.

SDIC's property (e.g., cell phones, computers, and other communications tools such as email and Internet access) may not be used to engage in conduct that violates this policy. SDIC's policy against harassment covers employees and other individuals who have a relationship with SDIC that enables SDIC to exercise some control over the individual's conduct in places and activities that relate to SDIC's work.

***Prohibition of Sexual Harassment***

SDIC's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (1) submission to such conduct is made an express or implicit condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

While it is not possible to list all of the circumstances that could constitute sexual harassment, the following are some examples: (1) unwelcome sexual advances—whether they involve physical touching or not; (2) requests for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; or (3) coerced sexual acts.

Depending on the circumstances, the following conduct may also constitute sexual harassment: (1) use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; (2) sexually-oriented comments on an individual's body, comments about an individual's sexual activity, deficiencies, or prowess; (3) displaying sexually suggestive objects, pictures, or cartoons; (4) unwelcome leering, whistling, or deliberate brushing against the body in a suggestive manner; (5) sexual gestures or sexually suggestive comments; (6) inquiries into one's sexual experiences; or (7) discussion of one's sexual activities.

While such behavior, depending on the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can nonetheless make co-workers uncomfortable. Accordingly, such behavior is inappropriate and may result in disciplinary action regardless of whether it is unlawful.

This policy also includes and is intended to strictly prohibit sexual assault, whether in the workplace or outside the workplace at employer-related events, including business trips, off-site business meetings, and work-related social functions. Sexual assault means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation, or a sexual offense has been threatened or committed as described in the applicable state criminal codes.

It is also unlawful and expressly against SDIC policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

***Prohibition of Other Types of Discriminatory Harassment***

It is also against SDIC's policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race (including traits traditionally associated with race such as hair texture, skin color, or certain facial features and hairstyles such as braids, locs and twists), color, gender, pregnancy, religion, sexual orientation, gender identity, age, national origin, disability, veteran status, or other protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, gender identity, age, national origin, disability, veteran status, or any other protected categories; and (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, gender identity, age, national origin, disability, veteran status or any other protected categories and that is circulated in the workplace, or placed anywhere in SDIC's premises such as on an employee's desk or workspace or on SDIC's equipment or bulletin boards. Other conduct may also constitute harassment in violation of this policy if it falls within the definition of discriminatory harassment set forth above.

SDIC will not retaliate against an employee for filing a complaint of harassment in good faith, or for cooperating in an investigation of a complaint of discriminatory harassment. It will also not tolerate any retaliatory behavior by others.

***Reporting of Harassment***

If you believe that you have experienced or witnessed harassment or retaliation by any employee of SDIC, you should report the incident immediately to the GM or BOD. Possible harassment by others with whom SDIC has a business relationship, including clients or vendors, should also be reported as soon as possible so that appropriate action can be taken.

SDIC will promptly and thoroughly investigate all reports of harassment as discreetly and confidentially as practicable and reasonable to the particular circumstances. The investigation would generally include a private interview with the person making a report of harassment. It would also generally be necessary to discuss allegations of harassment with the accused individual and others who may have information relevant to the investigation. SDIC's goal is to conduct a thorough investigation, to determine whether harassment occurred, and to determine what action to take if it is determined that improper behavior occurred.

If SDIC determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, up to and including immediate termination. Employees who, in good faith, report violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of this investigation SDIC will inform the employee who made the complaint of the results of the investigation.

Compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with the GM. In the case where the allegation of harassment is against or otherwise may involve the GM, please contact the BOD.

***No Restriction on Protected Speech***

SDIC will not, nor is it permitted by Oregon law to, require or coerce an employee or prospective employee to enter into a nondisclosure or nondisparagement agreement that has the purpose or effect of preventing the employee from disclosing or discussing conduct that:

* Constitutes discrimination prohibited by ORS 659A.030, including conduct that constitutes sexual assault; or
* Constitutes discrimination prohibited by ORS 659A.082 or 659A.112, and that occurred between employees or between an employer and an employee in the workplace or at a work-related event that is off the employment premises and coordinated by or through the employer; or
* Occurred between an employer and an employee off the employment premises.

For the purposes of this policy, a nondisclosure agreement is an agreement by which one or more parties agree not to disclose certain information, and a nondisparagement agreement is an agreement by which one or more parties agree not to make negative statements about the other(s).

Notwithstanding the foregoing limitations, an employee may voluntarily request to enter into a nondisclosure or nondisparagement agreement, in which case the employee will have seven (7) days after executing the agreement to revoke the agreement.

This also does not apply to an employee who is tasked by law to receive confidential or privileged reports of discrimination, sexual assault, or harassment, or to any employee that SDIC determines has engaged in conduct prohibited by this policy.

***Protected Communications and Documentation***

This policy is not intended to restrict communications or actions protected or required by state or federal law. A victim of workplace harassment may voluntarily disclose information regarding an incident of workplace harassment that involves the victim.

SDIC also encourages all employees, including supervisors and managers, who observe or experience what they believe to be incidents of discrimination, harassment, or sexual assault to document such incidents.

***Remedies***

Nothing in this policy prevents any person from filing a formal complaint with the Oregon Bureau of Labor and Industries (“BOLI”) or the Equal Employment Opportunity Commission (“EEOC”), as applicable.

A complaint filed with BOLI alleging an unlawful employment practice under Oregon Law that would include unlawful discrimination, harassment, sexual assault, or a violation of the additional protections for victims outlined above, must be filed no later than five (5) years after the occurrence of the alleged unlawful employment practice.

Nothing in this policy prevents any person from seeking remedy under any other available law, whether civil or criminal.

***Resources***

Individuals who believe they are the victim of workplace harassment should contact the GM or BOD for information related to legal resources, counseling, and support services.

***No Retaliation***

No employee will be retaliated against for making a harassment complaint in good faith, or for assisting in an investigation of any complaint or potential violation of this policy. If you believe you have been retaliated against in violation of this policy, you should report it right away to the GM or BOD.

## Workplace Accommodations

SDIC complies with all applicable federal and state laws providing for nondiscrimination in employment, and this includes providing reasonable accommodations to qualified individuals in accordance with these laws, except where such an accommodation is unreasonable or would create an undue hardship. This includes accommodations:

* For employees who have a physical, mental, or sensory disability that affects their ability to perform any of the functions of their job;
* For employees with limitations related to pregnancy, childbirth, or a related medical condition, such as lactation, that may interfere with any job-related tasks or requirements; and
* Where a work-related requirement may interfere with a religious observance or an employee’s religious beliefs.

Employees who wish to request an accommodation for any of these reasons, should contact the GM or BOD. As permitted by law and depending on the nature of the accommodation requested, we may request additional information to verify the need for such accommodations (including medical opinions), to identify potential alternative accommodations, or to determine whether continued work would pose a safety or health risk where appropriate. We will treat such information as confidential, except to the extent that others need to know in order to evaluate the request or to implement any approved accommodations.

SDIC will make decisions about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. While we encourage employees to suggest the specific accommodations that they believe may be ideal, be aware that SDIC is not required to make the specific accommodation requested and may provide an alternative accommodation that it deems effective and reasonable, to the extent it does not pose an undue hardship to SDIC.

SDIC does not condone or allow any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith under this policy. If an employee feels that they, or another employee, may have been subjected to retaliation or other conduct that violates this policy, it should be immediately reported to the GM or BOD.

## Drug and Alcohol Policy

SDIC is committed to providing employees with a workplace that is safe, productive, and conducive to the welfare of all concerned. Employees are strictly prohibited from possessing, selling, or consuming substances (except as authorized by a physician), or from being impaired by alcohol or drugs (except for prescription drugs used as authorized by a physician), while on the job. Our position regarding substance abuse is the same whether alcohol, marijuana, illegal drugs, prescription drugs, or controlled substances are involved ("substances"). Each employee should determine from their physician or pharmacist whether any prescription drugs being taken might impair the employee’s ability to perform their job safely and effectively. The employee should not perform work if their performance may be so impaired, and should discuss their circumstances with the GM or BOD if they may need accommodation as a result of medication that may be impairing their ability to work. Any violation of this policy may result in discipline, up to and including discharge.

Should SDIC reasonably believe an employee to be exhibiting signs of being under the influence of drugs or alcohol at work, we may request that the employee submit to testing. In addition, a drug and/or alcohol test may be required of an employee who is involved in a work-related accident or incident resulting in injury considered to be the result of the employee's action and/or that results in a reportable incident involving professional medical treatment. SDIC will pay the cost of any drug testing that it requires or requests. Any additional tests that an employee requests must be paid for by the employee. Employees who violate this policy or refuse to participate in testing or who test positive may be subject to disciplinary action up to and including termination.

We will attempt to make every effort to assist an employee who is seeking professional treatment or counseling to overcome an alcohol or drug-related problem. The decision to seek treatment is the responsibility of the employee before drug or alcohol problems lead to on-the-job misconduct, accidents, or to violations of this policy. After a violation of our policy occurs, or after an alcohol or drug-related accident or employee misconduct, an employee's willingness to seek help or treatment will not "excuse" the violation, and generally will have no bearing on the determination of any appropriate disciplinary action.

## Workplace Violence

SDIC is firmly committed to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from societal problems that are beyond our control, we believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, we have established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on Company-related business, or while operating any vehicle or equipment owned or leased by SDIC. This policy applies to all employees.

In order to achieve our goal of providing a workplace that is secure and free from violence, we must enlist the support of all employees. Compliance with this policy and SDIC's commitment to a “zero tolerance policy” with respect to workplace violence is every employee’s responsibility.

You are required to report any incident involving a threat of violence or act of violence immediately to the GM or BOD. The GM or BOD will investigate the matter and take appropriate corrective action. This may include the imposition of disciplinary action upon any employee who violates this policy, up to and possibly including immediate termination.

If you become aware of any workplace security hazards or identify methods of increasing security in the workplace, you should report that information to your direct supervisor or the BOD. You are required to report violations of this policy, including any incidents involving actual or threatened violence. You may do so without fear of retaliation of any kind.

If you have any questions concerning this policy, please feel free to contact the GM or BOD at your convenience.

# attendance and payroll policies

## Workweek / Hours of Work

For payroll and accounting purposes, the work period begins on the 26th of each month and ends on the 25th of the following month. The normal workday for a Full-Time Employee is 8 hours, plus an unpaid meal period of 1 hour.

## Employee Classifications

* Full-Time Employee: A Full-Time Employee regularly works at least 30 hours per week.
* Part-Time Employee: A Part-Time Employee regularly works less than 30 hours per week.
* Temporary/Seasonal/Project Employee: A temporary/seasonal/project employee is hired for a limited project/task/timeframe, and is not eligible for SDIC-provided benefits, other than required paid sick time.
* Exempt Employee: An Exempt Employee is an employee who is paid on a salary and meets the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA").
* Non-Exempt Employee: A Non-Exempt Employee is an employee who is paid an hourly rate and does not meet the qualifications for exemption from the overtime requirements of FLSA. For Non-Exempt Employees, an accurate record of hours worked must be maintained. **SDIC** will compensate Non-Exempt Employees in accordance with applicable federal and state law regulations.

All employees are classified as Exempt or Non-Exempt in accordance with federal and state law and regulations. Each employee is notified at the time of hire of his or her specific compensation category and exempt or non-exempt status.

## Attendance and Punctuality

Attendance and punctuality are key factors in your job performance. Punctuality and regular attendance are expected of all employees. Excessive absences (whether excused or unexcused), tardiness, or leaving early is unacceptable. If you are absent for any reason or plan to arrive late or leave early, you must first notify the GM or BOD as far in advance as possible and no later than one (1) hour before the start of your scheduled workday.

In the event of an emergency, you must notify the GM or BOD as soon as possible.

For all absences extending longer than one (1) day, you must telephone the GM or BOD prior to the start of each scheduled workday. When reporting an absence, you should indicate the nature of the problem causing your absence and your expected return-to-work date. A physician's statement may be required as proof of the need for any illness-related absence regardless of the length of the absence.

Except as provided in other policies, an employee who is absent from work for three (3) consecutive days without notification to the GM or BOD will be considered to have voluntarily terminated his or her employment. The employee's final paycheck will be mailed to the last mailing address on file with SDIC.

Excessive absences, tardiness, or leaving early will be grounds for discipline up to and including termination.

## Meal and Rest Breaks

Depending upon the needs of the work group and assignments, employees may take up to a one (1) hour unpaid meal break per day, however Non-Exempt Employees must take a minimum of a 30-minute unpaid meal break daily.

In addition, Non-Exempt Employees are entitled to one paid 10-minute rest period for each 4-hour work period, scheduled as near as possible to the midpoint of each work period (i.e., one in the morning, and one in the afternoon). Non-Exempt Employees are also entitled to take one unpaid meal break lasting 30 minutes if the work period is more than six (6) consecutive hours. The lunch break is to be taken between the third and fifth hours worked. With supervisor permission, employees may be permitted to take up to 60 minutes for their meal break.

## Lactation/Breastfeeding Breaks

Lactating employees that need time to breastfeed or express milk during the workday will be provided with reasonable break times to do so in a pre-designated location (not a restroom) or another appropriate private location arranged with the supervisor. Generally, that means for up to 18 months after the child’s birth, but additional time may be permitted.

For questions about lactation breaks, contact the GM or BOD.

## Overtime

Overtime pay, which is applicable only to Non-Exempt Employees, is for any time worked in excess of 40 hours in a workweek. Only the GM or BOD may authorize overtime. The overtime rate is 1.5 times the employee's straight time rate.

Only time actually worked will be counted toward overtime calculations.

## Time Reporting

SDIC is required to maintain a record of all hours worked for hourly (non-exempt) employees. All hourly, non-exempt employees must complete a daily timecard indicating the hours worked, including overtime, and any non-worked time. The timecard must be completed daily, without exception, and signed by the employee prior to submitting to their manager at the end of the work period. **Absolutely no “off the clock” work is allowed**. All time worked must be accurately and fully reported in accordance with this policy.

Exempt employees are not required to report their time worked.

All employees are expected to pay close attention to their required reporting records and ensure time worked is recorded accurately. Submitting false information in a time report is a serious offense and will be treated as such.

## Paychecks

SDIC is required by law to make certain deductions from your paycheck each time one is prepared, unless you are an independent contractor. Among these deductions are your federal, state, and local income taxes and your contribution to Social Security. These deductions will be itemized on your paycheck stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W‑4 form regarding the number of dependents/exemptions you claim as required by law. Any change in your name, address, telephone number, marital status, or number of exemptions must be reported to the GM or OA immediately, to ensure proper withholdings for tax purposes. The W‑2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions will be explained if SDIC is ordered to make such deductions.

## Errors in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell the GM or OA immediately. SDIC will take the appropriate steps to research the problem and to assure that any necessary correction is made properly and promptly.

## Personnel Data Changes

It is the responsibility of each employee to promptly notify the GM or OA or BOD of any changes in their personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

Employees may change information related to W4 status, and may have access to their W2s, payroll information, and other important personal data by contacting the OA or GM.

## Personnel Records

All pertinent information relevant to you and your employment with SDIC is on file with SDIC. It is important that you notify us of any change in your name, address, telephone number, income tax deductions, beneficiaries, and dependents. Our personnel records must be kept up to date so that you may be reached easily in the case of an emergency, and to ensure that you and your dependents have an opportunity to receive any earned benefits. Employees may review their personnel records on request.

Your personnel records are confidential. Occasionally, we receive requests for information from your personnel records as a part of court proceedings or government activities. It is our policy to respond to all such requests to the extent we are required by law to do so. In all other situations, including responses to employment-related reference requests, we generally will provide only your job title, and verification of employment dates, unless you specifically authorize us in writing to release additional information.

# THe work ENVIRONMENT

## ****Remote Work****

This policy serves as a guide to help employees understand the requirements and expectations of working remotely at SDIC. This policy and any individual approvals for remote work is a privilege, not an entitlement, and can be modified or revoked at any time.

Remote work requires a large amount of trust, so it is important to communicate expectations to ensure everyone is on the same page.

If an employee cannot consistently demonstrate an ability to meet our expectations for remote work, the privilege can be revoked at the discretion of the GM or BOD.

## Outside ****Employment****

Employees may not hold outside jobs that either interfere with their responsibilities to SDIC or otherwise create a potential conflict of interest. Employees are expected to disclose any secondary employment or consulting services immediately and before commencing such employment/consulting work where possible, to ensure that it does not present any concern to SDIC.

If after review, SDIC determines that the outside job/consulting activities will conflict with the employee's responsibilities to SDIC, the employee will be asked to terminate the outside employment if he or she wishes to remain employed with SDIC.

If after review, SDIC determines the outside job/consulting activities will not conflict with the employee's responsibilities, SDIC will provide written approval from the COO memorializing the permission, limitations, and timeline of the outside engagement, as applicable.

## ****Protection of Confidential Information****

It is the responsibility of all SDIC employees to safeguard sensitive company information. The nature of our business and the economic well-being of the Company is dependent upon protecting and maintaining its proprietary information. Continued employment with the Company is contingent upon compliance with this policy. Sensitive Company information is defined as trade secrets or confidential information relating to products, processes, know-how, customers, designs, test data, marketing data, accounting, pricing or salary information, business plans and strategies, negotiations, and contracts.

This limitation on confidentiality is not intended by SDIC to prevent any employee from sharing information they may lawfully share if they wish to do so, including their own pay and personnel information, any concerns they may have regarding potential discrimination, harassment, or sexual assault, or discussions with other co-workers related to management or working conditions.

## ****Computer and Information Security****

This section sets forth some important rules relating to the use of SDIC's computer and communications systems. These systems include personal computers provided to employees, centralized computer file sharing platforms, all software, and SDIC cell phones and email systems.

SDIC has provided these systems to support its mission. Although limited personal use of SDIC's systems is allowed, subject to the restrictions outlined below, no use of these systems should ever conflict with the primary purpose for which they have been provided, SDIC's ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed.

All data in SDIC's computer and communications systems (including documents, other electronic files, and email) are the property of SDIC. SDIC may inspect and monitor such data at any time. No individual should have any expectation of privacy for messages or other data recorded in SDIC's systems. This includes documents or messages marked "private," which may be inaccessible to most users but remain available to SDIC. Likewise, the deletion of a document or message may not prevent access to the item or completely eliminate the item from the system.

SDIC's systems must not be used to create or transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, gender identity, age, physical or mental disability, veteran status, medical condition, protected genetic information, marital or family status, or religious or political beliefs, or that otherwise violates SDIC policies, including those related to discrimination and harassment. Similarly, SDIC's systems must not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages, or other non-job-related purposes.

## ****Internet Acceptable Use Policy****

SDIC has provided access to the Internet for some employees in order to support its mission. No use of the Internet should conflict with the primary purpose of SDIC, its ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed. Serious repercussions, including termination, may result if the guidelines are not followed.

SDIC may monitor usage of the Internet by employees, including reviewing a list of sites accessed by an individual. No individual should have any expectation of privacy in terms of his or her usage of the Internet. In addition, SDIC may restrict access to certain sites that it deems are not necessary for business purposes.

SDIC's connection to the Internet may not be used for any of the following activities:

* Accessing, creating, transmitting, printing, or downloading any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that may be construed as harassment or disparagement based on race (including traits traditionally associated with race such as hair texture, skin color, or certain facial features and hairstyles such as braids, locs and twists), color, national origin, sex, sexual orientation, gender identity, age, disability, veteran status, medical condition, protected genetic information, marital or family status, veteran status, or religious or political beliefs, or that otherwise violates any SDIC policy including those related to discrimination and harassment.
* Accessing, sending, receiving, or soliciting sexually-oriented or explicit messages or images.
* Downloading or disseminating copyrighted material available on the Internet is an infringement of copyright law. Permission to copy materials must be obtained from the publisher. For assistance with copyrighted material, contact the GM or BOD.
* Software should not be downloaded from the Internet as the download could introduce a computer virus onto SDIC's computer equipment. In addition, copyright laws may cover the software so downloading could be an infringement of copyright law.
* Transmitting personal comments or statements through email or posting information on social networking sites that may be mistaken as the position of SDIC.
* Disclosing confidential information through the use of Internet email or social networking sites.
* Downloading personal email or Instant Messaging software to SDIC computers.

The Internet provides access to many sites that charge a subscription or usage fee to access and use the information on the site. Requests for approval must be submitted to GM or BOD.

## Social Media

SDIC understands the power and importance of social media. We also understand that it can quickly and irrevocably damage the brand and image of a company or institution when used improperly.

This policy guidance is for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

The following principles apply to professional use of social media on behalf of SDIC as well as personal use of social media:

* Employees need to know and adhere to SDIC's policies contained in the Handbook.
* Employees should be aware of the effect their actions may have on their image and reputation, as well as the image and reputation of SDIC. The information that employees post or publish may be public information for a long time.
* Employees should be aware that SDIC may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is either inappropriate or harmful to SDIC, its employees, or clients.
* Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
* Employees are not to publish, post, or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with their supervisor.
* Social media networks, blogs, and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized SDIC's spokespersons.
* If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
* Employees should get appropriate permission before referring to or posting images of current or former employees, clients, or vendors.
* Social media should not interfere with an employee's responsibilities at SDIC. SDIC's computers are to be used for business purposes only. When using SDIC's computers, use of social media for business purposes is allowed (e.g., Twitter, LinkedIn, Company website/blog), but personal use of social media or personal blogging of online content is discouraged and could result in disciplinary action.
* Subject to applicable law, after-hours online activity that violates SDIC's policies may subject an employee to disciplinary action or termination.

If you have any questions regarding the policy guidelines listed above, please contact your supervisor.

# BENEFITS

## SICK TIME

Employees will accrue 1 hour of unpaid sick time for each 30 hours worked. Up to 40 hours of accrued sick time may be carried over from year-to-year.

Accrued sick time may not be used until after an employee has successfully completed at least 90 days of employment, and may be used in no less than the smallest increment our payroll reporting permits (currently one (1) hour). Employees may request sick time for the following reasons and/or any other reasons mandated by applicable law:

* For an absence necessitated by an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee’s need for preventive medical care.
* To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
* When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
* For absences that qualify for leave under Oregon's domestic violence leave law, including, but not limited to, time to seek law enforcement assistance, to pursue civil or criminal legal remedies, to obtain counseling, or assist a minor child with obtaining counseling related to an experience of domestic violence, sexual assault or stalking, and for safety relocation.

For the purpose of sick time, "family member" is defined to mean a spouse or registered domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, or a person with whom the employee was or is in a relationship of *in loco parentis*.

Employees will receive written notice of the amount of unused sick time on at least a monthly basis, typically on the employee’s paycheck stub.

***Notice and Use of Sick Time***

Our regular notice rules will apply to request for use of sick time, which requires employees to notify their supervisor by telephone no later than one (1) hour before their scheduled shift. Where the need for leave is foreseeable, at least 10 days is required.

Sick time must be accurately reported and designated as such on timesheets and other appropriate payroll forms. Sick time also does not count as "work time" for purposes of calculating overtime due to any non-exempt, hourly employees for the workweek in which it may be used.

***Verification***

If an employee uses more than three (3) consecutive workdays of sick time related to illness, the Company may request reasonable documentation verifying the employee is out for a qualifying reason, but will not insist upon an explanation of the specific condition at issue if the need for leave is health-related.

***Commitment to Prevent Retaliation***

Use of sick time will not be used as a basis for any discipline or other tangible employment action, nor will employees be retaliated for requesting or making use of sick time. If an employee believes they have been retaliated against or otherwise negatively impacted for requesting or making use of available sick time, please contact the GM or BOD immediately.

## Holidays

*Special Veterans Day Exception for Eligible Veterans:* Any SDIC employee who is a veteran is permitted to take one (1) day of leave on Veteran's Day, provided that the employee: (1) would otherwise be required to work on that day and (2) requests the day off at least 21 days in advance. Within 14 days after receiving a timely request, SDIC will let the employee know whether that individual will be allowed to take Veteran's Day off. If taking leave on that day would be an undue hardship for the Company, the employee will be allowed to take a different day off of work.

This time off is unpaid.

# LEAVES OF ABSENCE

The Company provides leave and other protected absences in accordance with applicable law. If you have questions about available leave, believe you need leave or will be absent but do not have sick leave available, please contact the GM.

Additional information about your rights to leave may be found in the posters located at the SDIC office or online at: [www.oregon.gov/boli/workers](http://www.oregon.gov/boli/workers)

## Parental Leave

SDIC does not currently have enough employees to trigger eligibility under the federal Family and Medical Leave Act (FMLA) or it’s Oregon equivalent, the Oregon Family Leave Act (OFLA), but may allow unpaid time off as operational needs allow with advanced notice and approval.

## Family Medical Leave Act/Oregon Family Leave Act

SDIC does not currently have enough employees to trigger eligibility under the federal Family and Medical Leave Act (FMLA) or it’s Oregon equivalent, the Oregon Family Leave Act (OFLA), but may allow unpaid time off as operational needs allow with advanced notice and approval.

## Pregnancy Leave and Accommodation

Leave/time off or schedule adjustments will be provided to employees who are unable to work due to pregnancy-related conditions, unless it poses an undue hardship to the Company. Likewise, if there are other accommodations that may be needed as a result of pregnancy or pregnancy-related conditions, they will be provided so long as there is no significant difficulty or expense in doing so.

## Military Leave

The Company will excuse qualified employees for uniformed service in accordance with applicable state and federal law. If an employee requires military leave, the employee must provide written or verbal notification to their supervisor of the service obligation, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to provide notice may result in loss of employment rights and benefits.

The employee will be reinstated to employment in accordance with applicable state and federal law. Employees must report for work within time limits required by law to preserve their reemployment rights.

## Leave for Victims of Domestic Violence, Harassment, Sexual Assault, or Stalking

Employees who are victims of domestic violence, sexual assault, or stalking may be entitled to unpaid leave to provide for their own or their child's health, safety, or welfare. The leave may be used intermittently and as reasonably necessary to obtain medical treatment, seek law enforcement assistance and remedies, attend counseling, obtain domestic violence or assault victim services and assistance, participate in legal proceedings, or address safety planning, including permanent or temporary relocation or security of an existing home.

Employees who are family members of a victim may also be entitled to take reasonable unpaid leave to help the victim seek treatment or obtain help from law enforcement and other agencies. For purposes of this policy, family members include children, spouses, parents, parents-in-law, grandparents, and persons with whom the employee has a dating relationship.

Employees must provide as much reasonable advance notice as possible, and also provide certification of the need for leave. If advance notice is not possible, employees must notify their supervisor of the need for such leave, and provide appropriate certification. Certification for this type of leave may include, but is not limited to:

* A copy of a police report indicating that the eligible employee or the employee's minor child or dependent was a victim of domestic violence, sexual assault, or stalking.
* A copy of a protective order or other evidence from a court or attorney that the eligible employee appeared in or was preparing for a civil or criminal proceeding related to domestic violence, sexual assault, or stalking.
* Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy or a victim services provider that the eligible employee or the employee's minor child or dependent was undergoing treatment or counseling, obtaining services or relocating as a result of domestic violence, sexual assault, or stalking.

This leave is available to all employees, regardless of wage classification or length of tenure.

An employee who takes leave under this policy will be able to return to the same job or a job with reasonably equivalent status, pay, benefits, and other employment terms. However, an employee’s failure to return from leave or failure to contact the appropriate supervisor by the scheduled return date will be considered a voluntary resignation.

## Crime Victims' Leave

Employees who are the victim of a crime may be eligible for time off in order to assist in the prosecution and trial of the accused. In order to be eligible to take this leave, the employee must have worked for the Company at least 25 hours per week for the 180 days immediately preceding the leave. The employee must also be the victim of the crime.

This leave is unpaid leave. Employees taking qualifying Crime Victims' Leave may choose to use any available sick time during this leave so the leave will be paid.

Employees must provide no less than three (3) days' notice of the intention to take leave/time off to attend a court hearing. The employee must also provide a copy of any hearing notice prior to taking the leave.

## Jury Duty

SDIC believes in the civic responsibility of its employees and encourages this by allowing employees time off to serve jury duty, or to appear as a witness, when required. Should you receive a summons for jury duty or witness appearance, please inform the GM or BOD immediately.

Employees are expected to report back to work when released from jury duty/witness appearance, either for an entire day or part of a day during which you are able to work for at least one‑half of your normal work shift.

## Leave for Bone Marrow Donors

Employees who work 20 or more hours per week are entitled to up to 40 hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by SDIC. Reasonable notice of leave must be provided.

## Voluntary Leave

For employees who have exhausted their accrued sick time, allowable leaves as outlined above, or who are not otherwise eligible for time off as provided in the policies above, a voluntary leave without pay may be granted under certain circumstances, at the sole discretion of SDIC. A written request for a voluntary leave without pay must be approved by the GM or BOD.

# STANDARDS OF CONDUCT AND DISCIPLINE

## Compliance

We are expected to be in strict compliance with all laws and regulations that are applicable to our business. Although laws and regulations may sometimes be ambiguous and difficult to interpret, all employees are required to follow the spirit and intent of the law. If there is any question about any law or regulation, you should immediately seek advice from the GM or BOD regarding business-related law.

## Code of Conduct

Not Withstanding the previous paragraphs, all employees of the Company are expected to abide by the following codes of conduct:

* All vehicles, equipment, tools and supplies that are under the Company’s care, custody, and control are for Company use only.
* All vehicles, equipment, tools and supplies that are under the Company’s care, custody, and control are not to be abused or operated in a way that can cause damage.
* All operators shall carry the appropriate license for the vehicle operated as required by law.
* Professionalism is expected when interacting with members, vendors, sub-contractors, and partner agencies of the Company.
* Employees must wear safety articles and use protective equipment provided to them, and immediately report to their supervisor any injury or accident-no matter how minor.
* Employees must not violate any safety rules or practices or engage in any conduct which tends to create a safety hazard.
* Employees must not neglect their job, duties, or responsibilities or refuse to perform work assigned.
* Employees must not engage in inappropriate conduct at any place on company premises including immoral or indecent acts, horseplay, fighting or the use of profane or abusive language.

## Disciplinary Policy

SDIC reserves the right to take appropriate disciplinary action based on the seriousness of the situation and the circumstances. Discipline less than termination may take the form of oral or written warnings, a performance appraisal indicating below-standard performance in one or more areas, probation, suspension, or demotion. Which of these options is chosen, or whether any of them is used prior to termination, will depend on the seriousness of the disciplinary problem. The evaluation of the seriousness of the situation and the level of discipline used will be made solely by SDIC management. Again, your employment is "**at-will**" and may be terminated at any time, with or without cause, by either you or us.

Reasons that are likely to lead to immediate discharge may include, but are not limited to:

* Violations of Compliance and Code of Conduct;
* Dishonesty, including but not limited to the falsification of any records, including the employment application and related documents;
* Unauthorized use or disclosure of confidential information;
* Inappropriate use of inside information;
* Failure to complete required time records or falsification of such time records;
* Refusing to work required overtime;
* Negligence in the performance of duties likely to cause or actually causing damage to client relations;
* Using or appearing to use for personal gain any information obtained on the job that is not readily available to the general public or disclosing information that damages the interests of SDIC or its clients and vendors;
* Theft;
* The possession of, use, sale, or being under the influence of alcohol drugs, or, other controlled substances;
* Engaging in discriminatory or abusive behavior, including sexual harassment.

These examples are not all-inclusive. All misconduct is grounds for discipline or discharge, at the sole discretion of SDIC. Remember, lesser offenses become greater offenses in combination or when they occur more than once. Please note there are many offenses that are grounds for discipline or discharge that are not listed above. NOTHING IN THIS SECTION SHALL BE CONSIDERED TO ALTER IN ANY WAY AN EMPLOYEE'S AT-WILL STATUS. SDIC RETAINS THE SOLE DISCRETION TO DETERMINE THE EXISTENCE OF MISCONDUCT AND THE DEGREE TO WHICH THE MISCONDUCT SHALL BE CONSIDERED GROUNDS FOR DISCIPLINE, INCLUDING TERMINATION.

Employees of SDIC should always conduct themselves in a professional manner, under every circumstance. The actions of employees, even while not working on the clock for SDIC, will reflect on SDIC's reputation.

## Rights Under The National Labor Relations Act and Oregon Law

No provision of this Handbook shall be applied in a manner that unlawfully interferes with employees' rights to discuss or disclose what they reasonably allege to be unlawful employment practices as protected by Oregon Law, or to engage in concerted activities protected by Section 7 of the National Labor Relations Act or equivalent protections afforded by applicable state law.

## Separation From Employment

Either SDIC or the employee may initiate separation from employment.

We ask that, as a matter of professional courtesy and to preserve eligibility for rehire, employees provide at least two (2) weeks' notice to management if they wish to resign, stating the reason for the resignation. Your cooperation with this request will allow SDIC to provide for a smooth transition as you leave the team.

Final payment of wages and other compensation due will be made in accordance with applicable state law.

## Return of Property

Employees are responsible for SDIC's equipment, property, and work products that may be issued to them and/or are in their possession or control, including but not limited to technology and equipment, credit cards, keys/access cards, and any Company documents or data containing confidential or proprietary information.

In the event of separation from employment, or immediately upon request by SDIC prior to separation, employees must return all SDIC property that is in their possession or control. Where permitted by applicable law(s), SDIC may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is not returned when required. SDIC also may take any action deemed appropriate to recover or protect its property.

**EMPLOYEE RECEIPT AND ACCEPTANCE**

I hereby acknowledge receipt of the SDIC Employee Handbook (the "Handbook") dated 4/6/2023. I understand that it is my continuing responsibility to read and know its contents, and to ask questions if anything is unclear to me.

I understand this Handbook supersedes and replaces all previous handbooks, guidelines, and policies, and that SDIC has the right to modify, add to, or delete any of the policies, guidelines, and programs included in this Handbook at any time without prior notice. I accept responsibility for staying informed of any changes or supplements that may be provided to me.

I also understand and agree that the Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment, nor does it guarantee specific treatment in any specific situation.

I acknowledge and understand that my employment is "**AT WILL**" and that unless I have a written employment agreement with SDIC that provides otherwise, I have the right to resign from my employment at any time with or without notice and with or without cause, and that SDIC has the right to terminate my employment at any time with or without notice or with or without cause.

I have read, understand, and agree to all of the above.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_