

**Community Action Team, Inc.**  
**Employee Policy Handbook**

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## **ARTICLE 1. GENERAL STATEMENT**

### 1.01. Introduction; Your Employment Relationship.

Whether you are a new employee or have been with us a long time, we are pleased to have you as a part of our organization. Throughout this Handbook, "Community Action Team, Inc." may be referred to as "the Agency."

The Agency was started to help individuals and communities develop resources and strategies to gain greater prosperity. Today, Community Action Team, Inc. is comprised of the following departments: Child and Family Development (including Head Start, Healthy Families and Family Support Connections), Human Investment, and Community Investment.

We are committed to making our mission and vision a reality and our staff is critical in our ability to provide the highest quality services to individuals and families in our community. As an agency, we strive to create a fair and consistent work environment. This Handbook outlines some of the policies and expectations we have established to meet that goal.

Please note that this Handbook is not a formal or complete statement of employee responsibilities. Additional information and expectations of employment may be found in Fiscal policies, agency training documents, and other places. If you cannot find the answer to a question in this Handbook, the Human Resource Department or a member of the management team may provide further guidance.

This Handbook becomes effective January 1, 2018. In order to avoid misunderstandings, any past or future written or verbal statements contrary to those outlined in this Handbook, except for the policy of employment at-will, must be approved in writing by the Board of Directors in order to be valid. With respect to employment at-will, only the Executive Director has the authority to enter into an agreement for employment other than at will, and then only in writing.

Please read this handbook carefully. If you have any questions, please contact the Human Resource Department.

### 1.02. Notification of Policy; Acknowledgment.<sup>i ii iii</sup>

You shall be provided with a copy of these policies at the time of your employment. In case of revision, you will be given a copy of the revision. When you receive this handbook, you must review its terms, and sign an acknowledgement form stating that you have received a copy of these Personnel Policies and that the policies contained herein have been reviewed with you. This acknowledgement form will be kept in your personnel file.

- a. Implementation of Policies. Except as otherwise provided in these Personnel Policies, the Executive Director, in his/her functions of management, shall exercise the right to interpret the policies and determine the methods, safety rules, direction of employees, assignment of work, and equipment to be used in the operation of Community Action Team, Inc.'s business.
- b. Severance of Invalid Provisions. If a provision of these Personnel Policies becomes invalid under any Federal or State law, judicial or administrative decision, regulation, rule, order, or direction, such provision shall be superseded to conform therewith; all other provisions of these Personnel Policies shall continue in full force and effect.
- c. Changes to Policies. Changes in these Personnel Policies may be made at any time by a vote of the Board, and only by a vote of the Board, except that in exceptional circumstances these policies may be minimally varied by the Executive Director to meet special problems that arise. In such instances, the Executive Director shall report any variance to the Board at its next board meeting.
- d. Joint Resolution Committee. In the event that the Head Start Policy Council and the Board of Directors of Community Action Team, Inc. fail to reach a mutually satisfactory resolution of a

dispute between the Board and the Council on their own motions, a Joint Resolution Committee shall be convened.

1.03. Mission and Vision.

Vision:

Vibrant communities with hope and opportunity where basic needs are met.

Mission:

Community Action Team, Inc. connects people with resources needed to become self-sufficient.

1.04. Ethical Standards.

The Agency's ethical standards are founded on our commitment to upholding individual worth, dignity, and rights. Community Action Team, Inc. expects all employees to engage in ethical practices in their work for Community Action Team, Inc. and the people we serve. The principals outlined below provide guidance to employees on how to make sound ethical decisions at work:

- a. Employees must provide services with full professional consideration and proficiency, maintaining professional boundaries with clients at all times.
- b. Employees must maintain and respect the individual rights and personal dignity of all clients by providing services in a non-discriminatory manner.
- c. Employees must consistently encourage and cultivate the client's growth toward self-determination and not create dependencies.
- d. Employees must abide by the Confidentiality policy and fully explain the limits of confidentiality to the client when appropriate.
- e. Employees must be aware of their influential position with respect to clients and must never exploit that position, trust, or dependency for private gain.
- f. Employees may not accept gratuities from clients and may not give gifts to clients. If a client wishes to provide monetary compensation to Community Action Team, Inc., the client may make a donation to the Agency. Donations may only be accepted by supervisory staff.
- g. Employees may accept a personal gift valued at \$25.00 or less from a client if, in the sound professional judgment of the employee, acceptance of the gift would have a therapeutic value to the client. Acceptance of personal gifts valued at more than \$25.00 is prohibited in all cases.
- h. Employees must avoid relationships with clients that could result in physical, emotional, psychological, financial, social, or any other harm to the client or that would interfere with the exercise of sound professional judgment by the employee or client. If a client behaves inappropriately towards an employee (i.e. seductive, hostile, dependent, etc.), the employee should consult a supervisor immediately.
- i. Employees must respect and promote the unique identity of each client and refrain from stereotyping a client on the basis of gender, race, ethnicity, culture, religion, disability, sexual orientation or gender identity.
- j. Employees should consult with a supervisor before engaging in any business transaction or contact with a client outside of or separate from their work for the Agency.
- k. Employees must never invite clients to the employee's private residence.
- l. No employee may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would occur. Such a conflict would arise

if the employee, his/her agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the individuals identified above, had a financial or other interest in Community Action Team, Inc. being selected for the award. Employees must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements.<sup>iv</sup>

The guidelines above do not address every possible ethically challenging situation. Therefore, employees are also encouraged to seek advice and counsel from their supervisors whenever such situations arise.

Community Action Team, Inc. conducts business lawfully and ethically. The Agency encourages the reporting of any unlawful or unethical practice. Community Action Team, Inc. will not retaliate against anyone who, in good faith, reports information that the employee believes is evidence of a violation of this Ethical Standard policy or any state or federal law, rule, or regulation.

#### 1.05. Organization and Position Classification.

The Community Action Team, Inc. Administrative Office shall maintain an organizational plan consisting of:

- a. An organizational chart showing each program;
- b. A list of classes and compensation plan, i.e. the salary scales; and
- c. Specifications for each position, i.e. the job descriptions.

#### 1.06. Drug Free Work Place.

The purpose of this policy is to provide a safe and healthy workplace for all employees, to comply with Federal and State regulations, and to prevent accidents. Employees are Community Action Team, Inc.'s most valuable resource and their health and safety is a priority. Community Action Team, Inc. believes that a working environment unaffected by drugs and alcohol fosters safety, quality, service, and productivity. All employees share in the responsibility to support a drug and alcohol-free work environment.

##### a. Definitions.

1. Alcohol: Ethyl alcohol (ethanol). Reference to the use or possession of alcohol includes any beverage, mixture, or preparation, containing alcohol.
2. Drug: Any controlled substance (as defined in the Controlled Substances Act) or medication containing a controlled substance that is illegally obtained or used in a manner inconsistent with prescription conditions. For purposes of this policy, marijuana is considered a drug because under federal law it is a controlled substance and defined in the Controlled Substances Act.
3. Drug Paraphernalia: All equipment, products, and materials of any kind that are marketed for use or designed for use in growing, harvesting, manufacturing, converting, producing, processing, preparing, testing, analyzing, packaging, storing, containing, concealing, or consuming a Drug.
4. Medical Facility: A hospital, clinic, physician's office, or laboratory where testing samples can be collected according to recognized professional standards.
5. Possession: On the employee's person, in the employee's personal belongings, in any vehicle an employee brings onto Community Action Team, Inc. premises, or in any Community Action Team, Inc. owned property (including vehicles) borrowed or controlled

by the employee.

6. Reasonable Suspicion: Exists when a person observes unusual or uncharacteristic behavior or job performance of another for which there is no reasonable or acceptable explanation.
  7. Under the Influence of Alcohol: A person with a blood alcohol content of .04 or above.
  8. Community Action Team, Inc. Premises: Includes, but is not limited to, all Community Action Team, Inc.-owned or leased buildings and parking lots, garages, work places, Community Action Team, Inc.-owned vehicles and equipment, assets, and storage facilities.
- b. Prohibitions. Community Action Team, Inc. prohibits the following conduct:
1. Consuming, possessing, manufacturing, distributing, dispensing, buying, selling, or sharing Alcohol, Drugs, or Drug Paraphernalia on Community Action Team, Inc. premises, regardless of whether the employee is on paid time;
  2. Storing a Drug, Drug Paraphernalia, or Alcohol (except for over-the-counter medications which may contain small amounts of Alcohol) in a locker, desk, automobile, or other repository on Community Action Team, Inc. premises;
  3. Reporting to work or returning to duty following breaks or meal periods Under the Influence of Alcohol or with any amount of drugs in the employee's system, regardless of when or where the Alcohol or Drug was consumed;
  4. Failing to promptly and fully disclose directly to a supervisor or Human Resource all felony convictions, plea bargains, and parole/probationary terms that involve buying, selling, transportation, manufacture, cultivation, possession, or consumption of any controlled substance, including Alcohol. This disclosure requirement applies to all convictions, plea bargains, and parole/probationary terms that occur or are finalized after the effective date of this policy; and,
  5. Failing to fully cooperate with any aspect of Community Action Team, Inc.'s enforcement of this policy, including, but not limited to, inspections, professional evaluation for Drug and Alcohol dependency, refusal to submit to required testing, providing diluted or altered samples, or failure to comply with rehabilitation conditions imposed by Community Action Team, Inc. or rehabilitation counselors.
- c. Marijuana. Oregon law may allow certain marijuana related activities, such as limited medical marijuana use and other recreational use and possession. However, using and possessing marijuana in any form remains a crime under federal law. At the federal level, the Controlled Substances Act ("CSA") criminalizes the growing and use of marijuana, and it is well settled that federal enforcement agencies can prosecute users and growers of marijuana. As a controlled substance, use and possession of marijuana is also prohibited by Community Action Team, Inc. employees. For purposes of this policy, marijuana is treated as an illegal Drug, even if an employee possesses a medical marijuana card.
- d. Prescription Medications. Using medically prescribed Drugs (other than marijuana) before reporting to work and during work hours is approved, provided there is no medically stated caution preventing the employee from performing his/her job safely and adequately (for example, driving or operating equipment). If a prescribed medication affects job performance, an employee must inform his or her supervisor that he/she is taking Drugs prescribed by the employee's treating physician prior to beginning work. An employee is subject to this requirement each day he/she is taking the prescribed medication. The Agency will determine whether

Community Action Team, Inc. should temporarily change the employee's job assignment during the period of treatment. Employees must keep all prescribed medication in its original container, which identifies the drug, date of prescription, prescribing physician, and patient. Employee misuse of prescription medication will be treated the same as the use of prohibited drugs.

- e. Drug and Alcohol Testing and Testing Safeguards. Community Action Team, Inc. employees and applicants may be subject to any of the following types of testing:
1. **Pre-employment (Post-Offer) Screening:** Community Action Team, Inc. requires that every prospective employee complete a toxicology screening for the presence of controlled or illegal substances. Each offer of employment is conditioned upon passing the toxicology screening. A re-hired employee will be subject to pre-employment (post-offer) screening if his/her lapse of employment exceeds 90 days.
  2. **Reasonable Suspicion Testing:** When reasonable grounds exist to believe an employee has reported to work Under the Influence of Alcohol or with any Drugs present in his/her system, Community Action Team, Inc. will require the employee to submit to reasonable suspicion testing. Failure to promptly permit testing upon The Agency's request is grounds for immediate termination of employment.
    - i. Examples of observations which may form the basis of Reasonable Suspicion include, but are not limited to: poor balance or coordination, slurred speech, glazed or glassy eyes, dilated pupils, odor of drugs, reportable accidents, severe insubordination, fighting, significant safety violations, excessive absenteeism or tardiness, erratic behavior, criminal conviction involving drugs and/or alcohol, and declining work performance.
    - ii. Employees required to submit to reasonable suspicion testing are prohibited from transporting themselves to the Medical Facility. The Agency will provide transportation. Confirmation that the employee's blood alcohol content is .04 or above, as well as any detectable presence of Drugs in an employee's system will constitute a "positive" test. A positive test will result in disciplinary action, up to and including termination of employment.
  3. **Post-Accident Testing:** Any employee who is involved in a job-related accident that results in bodily injury to anyone (other than an injury that requires only minor first-aid treatment), and/or that results in damage to Community Action Team, Inc.'s property or the property of another, may be required to immediately submit to post-accident testing for the detection of Drugs or Alcohol, unless the employee's supervisor concludes at the onset that the employee's action or inaction was clearly not a factor causing the accident. Failure to promptly permit post-accident testing is grounds for immediate termination of employment.
    - i. If the Medical Facility is closed, the employee will be required to submit to post-accident testing as soon as the Medical Facility opens the next business day. Confirmation that the employee's blood alcohol content is .04 or above, as well as any detectable presence of Drugs in an employee's system will constitute a "positive" test. A positive test will result in disciplinary action, up to and including termination of employment.
    - ii. If an employee is incapacitated, Community Action Team, Inc.'s first concern is medical treatment for the employee. However, upon the Agency's request, the employee will be required to authorize the release of medical records to reveal whether Drugs or Alcohol was present in the employee's system.

4. Testing Safeguards: Community Action Team, Inc. recognizes the sensitivity of enforcement of this policy and will use qualified medical personnel to administer it.
  - i. Equipment, procedures, and Medical Facilities that have a high degree of accuracy and integrity in testing and analysis will be utilized. All positive test results will be confirmed using the GC/MS or LC/MS/MS testing methods, depending on the substance, and then reviewed by a qualified Medical Review officer (MRO). The MRO may contact the employee or applicant to ask about prescription and/or over-the-counter medications that may have been taken prior to testing.
  - ii. Any employee or applicant who wishes to challenge a positive test result must notify the MRO as soon as possible, but no later than 10 days after notification of the test result.
  - iii. Test results and other information concerning Drug and Alcohol investigations will be treated confidentially and released only when there is a need to know.
- f. Inspections. When Community Action Team, Inc. believes there is Reasonable Suspicion that an employee is in possession of drugs or alcohol during work time or on Community Action Team, Inc. premises, as described above, all personal items (such as packages, bags, and lunch boxes) the employee carries on or removes from the Community Action Team, Inc. premises are subject to search. This right to search includes searches of personal vehicles parked in Agency parking lots and adjacent areas. Likewise, all Community Action Team, Inc.-owned property, including, but not limited to, desks, equipment, and vehicles, are subject to search
  1. No employee or another person will be forcibly searched or detained. Reasonable efforts will be made to respect integrity and privacy.
  2. All illegal drugs or drug paraphernalia found in the possession of an employee or on Community Action Team, Inc. premises will be released to law enforcement.
- g. Rehabilitation Assistance. Employees who have an addiction or dependency to Drugs and/or Alcohol, or feel the need to talk to someone about addiction or dependency, should contact the Employee Assistance Plan or their health care provider. Although Community Action Team, Inc. will support voluntary treatment efforts for employees with Drug and Alcohol dependency problems who voluntarily seek assistance, it is up to each employee to pursue treatment before dependency problems result in unsatisfactory performance or attendance, safety violations, etc., and before the employee violates this Drug and Alcohol policy.
  1. When an employee voluntarily reports a Drug or Alcohol dependency problem and seeks assistance, Community Action Team, Inc. will grant his/her reasonable request for a leave of absence or adjusted work schedule to allow for inpatient or outpatient rehabilitation treatment so long as the request does not constitute an undue hardship on Community Action Team, Inc. All costs of the treatment program (other than the initial evaluation) are the sole responsibility of the employee. The employee must comply with all treatment and after-care recommended by the treatment program or a substance abuse professional. The employee will not be permitted to work until such time as a competent medical authority has certified that the employee has controlled the addiction and is able to safely perform the job assignment.
  2. The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated paid sick leave and personal leave.

3. Any employee who discloses Alcohol and/or Drug dependency problems after the employee has been notified that he/she must submit to Drug or Alcohol testing and/or after dependency problems have resulted in unsatisfactory performance or attendance, safety violations, or violations of Community Action Team, Inc. rules or policies is not entitled to take advantage of the rehabilitation assistance program discussed above.
4. An employee undergoing a treatment program with Community Action Team, Inc.'s agreement in order to avoid discharge will be required, as a condition of continued employment, to agree in writing to:
  - i. Comply with all treatment, rehabilitation, and after-care, as determined by a substance abuse professional or treatment program (Community Action Team, Inc. will pay for the initial evaluation by the substance abuse professional); and
  - ii. The terms of a Rehabilitation and Return to Work Agreement, including follow-up testing, as may be required by Community Action Team, Inc.
5. Entering into a Rehabilitation and Return to Work Agreement does not alter the at-will relationship.
- h. Consequences for Policy Violation. Refusal to submit to any of the above tests or otherwise cooperate in Community Action Team, Inc. investigations and enforcement of this policy will subject an employee to discipline, up to and including, termination. Violation of this Drug and Alcohol Policy may result in corrective action, including discharge for a first offense, at the Agency's sole discretion.

1.07. Harassment in the Workplace.

- a. Community Action Team, Inc. is committed to providing a work environment free of discrimination. In keeping with this commitment, the Agency maintains a strict policy prohibiting unlawful harassment in any form (verbal, physical, visual, etc.).
- b. Harassment is prohibited behavior that is unwelcome and personally offensive, weakens morale, and therefore interferes with workplace effectiveness. Harassment is a form of misconduct that undermines the integrity of the employment relationship. Such conduct is prohibited when it affects either an individual's work performance or creates an intimidating, hostile, or offensive work environment, including at off-duty employer-sponsored events. Any conduct that could reasonably be viewed as harassment of our clients, vendors, suppliers, or other business visitors by our employees (and vice versa) is also prohibited.
- c. No employee should be subjected to unsolicited and unwelcome conduct in any form if the conduct is based on the person's sex, race, age, gender, sexual orientation, national origin, marital status, religion, disability, veteran status, or any other characteristic protected by applicable law ("Protected Classes"). Conduct which may be considered a violation of this policy includes, but is not limited to:
  1. Unwanted sexual advances;
  2. Making or threatening reprisals after a negative response to sexual advances;
  3. Visual conduct, including leering and making sexual gestures;
  4. Displaying sexually suggestive objects, pictures, cartoons, or posters;

5. Displaying objects, pictures, cartoons, or posters that are degrading to members of a Protected Class;
  6. Verbal conduct, such as making or using derogatory comments, epithets, slurs, or jokes about a Protected Class;
  7. Wearing visible insignia supporting racist organizations;
  8. Verbal sexual advances or propositions;
  9. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual;
  10. Suggestive or obscene letters, notes, or invitations; and/or
  11. Inappropriate physical conduct, including touching, assaulting, impeding, or blocking movements.
- d. In addition, no one may imply or threaten that an applicant's or employee's "cooperation" or refusal of a sexual nature, or toleration of Protected Class discrimination, will have any effect on the individual's employment, assignment, compensation, advancement, career development, or any other condition of employment. Any such action will bring prompt and certain disciplinary action, including possible termination.
  - e. If an employee believes they have been harassed by a person they come in contact with on the job, they should promptly report the facts of the incident(s) and the name of the individual(s) involved directly to the employee's supervisor. If, for any reason, an employee feels uncomfortable reporting to his or her supervisor, they will promptly contact the Human Resource department or the Executive Director with the concerns.
  - f. Complaints of harassment will be investigated appropriately, as determined by the Agency, consistent with the nature of the complaint. Information about the complaint will be kept as confidential as possible under the circumstances required to complete the investigation and implement any corrective action. Prompt and appropriate action will be taken based on the results of the investigation.
  - g. Retaliation of any kind directed against an employee who reports harassment in good faith or speaks as a witness in a harassment investigation is absolutely prohibited. Retaliation is broadly construed to include, but is not limited to, the "cold shoulder," change of duties or assignments, undesirable tasks, reduction of pay, etc. Reports of retaliation should be made to Human Resource Department.

1.08. Violence in the Workplace.

- a. The Agency holds in high regard the safety, welfare, and health of our employees. Therefore, the Agency has a policy of zero tolerance for violence. If employees display any violence in the workplace or threaten violence in the workplace, they will be subject to immediate disciplinary action up to, and including, termination. No talk of violence or joking about violence will be tolerated. Threats, threatening behavior, acts of violence, or intimidation against employees, visitors, or other individuals will not be tolerated by anyone on Agency property.
- b. Weapons are prohibited on Agency property (including parking lots). The Agency reserves the

right to inspect all packages, lockers, automobiles, and other items on Agency property. No obscene, racially or ethnically derogatory, or violence-oriented material is allowed on Agency property.

- c. The Agency defines "violence" to include physically harming another, shoving, pushing, harassment, intimidation, coercion, brandishing weapons, and threats or talk of violence. Employees found guilty of acts or threats of violence will be subject to discipline, up to and including immediate termination.
- d. Employees are required to promptly report any violent incident, whether or not physical injury has occurred. All reports will be investigated immediately and kept confidential, except when there is a legitimate need to know.
- e. Employees who obtain a protective restraining order listing Community Action Team, Inc. locations as protected areas should provide their supervisor and the Human Resource Department with a copy of the temporary or permanent protective or restraining orders. Community Action Team, Inc. understands the sensitivity of the information requested and will take reasonable steps to protect the privacy of the reporting employee(s).

#### 1.09. Privacy of Health Information Policy.

Community Action Team, Inc. has adopted a policy with respect to the Standards for Privacy of Individually Identifiable Health Information. The policy regarding HIPAA (Health Insurance Portability and Accountability Act), PHI (Protected Health Information) and ERISA (Employment Retirement Income Securities Act) are available at each of our locations as well as in the Human Resource Department office. If you are insured by the health plan sponsored by Community Action Team, Inc., you have received a copy of the policy.

## **ARTICLE 2. TYPES OF APPOINTMENTS**

### 2.01. Definition of Employee.

An employee is a person who enters into service for Community Action Team, Inc. in a position that is titled and classified according to these Personnel Policies. A salary scale or hourly rate shall be assigned to each classification. A bona fide independent contractor is not considered to be an employee.

### 2.02. Employment Status.

Employment status is determined on the following basis:

- a. REGULAR FULL TIME - this status is to identify an employee who is hired to work no less than forty (40) hours per week.
- b. REGULAR PART TIME - this status is to identify an employee who is hired to work less than forty (40) hours per week.
- c. INTRODUCTORY (PROBATIONARY) –All exempt and non-exempt regular full- time and regular part –time employees are on an introductory period for 90 (Ninety) days of employment. Before the end of the introductory period, a written evaluation will be made by the employee’s immediate supervisor based on Community Action Team, Inc. organization standards, for the purpose of determining the employee’s continued employment with the Organization. Employees who satisfactorily complete the introductory period will be notified of their new employment category.
- d. TEMPORARY - this status is assigned to those employees whose length of employment is predetermined and/or employees who are hired as substitutes to fill positions on an as needed basis only.
  1. Community Action Team, Inc., may, but is not obligated to offer benefits to temporary employees on the basis of different job duties, department, or location, but cannot offer different benefits to employees on the basis of any protected qualities.
  2. For the purpose of these policies, a predetermined terminal point of employment shall mean those positions where the tenure of the position lasts only for the time provided by the temporary funds and continued employment is not anticipated.
  3. Persons hired with temporary sources of funds shall be so informed in writing that their positions are temporary and continued employment is not anticipated.
- e. EXEMPT - This status, exempting an employee from wage and hour overtime rules, is assigned to staff who meet the criteria outlined in Oregon's Bureau of Labor and Industries "A Handbook of Oregon Wage and Hour Laws". Exempt employees may be regular or temporary employees. You will be informed of the status of your job at the time of your employment. You should contact your supervisor or the Human Resource Department if you have any questions regarding your exemption status.
- f. NON-EXEMPT - This status is assigned to all employees who meet the criteria outlined in Oregon's Bureau of Labor and Industries "A Handbook of Oregon Wage and Hour Laws" and who do not fall within the parameters of 2.02e. Non-exempt employees may be regular or temporary employees.

2.03. Non-Compensated Staff.

Non-Compensated Staff include Volunteers, Work Study participants, Interns, and any other staff not paid a salary or hourly rate for services by Community Action Team, Inc.

- a. Orientation. Staff not compensated by Community Action Team, Inc. will participate in an orientation the same as compensated employees.
- b. Head Start Non-Compensated Staff. Non-compensated staff working in Head Start will be screened for appropriate communicable diseases and must never be left alone with children. <sup>v</sup>
- c. Records of Agreement. All written agreements for use of non-compensated staff will be on file with the Human Resource Department office.
- d. Employees as Volunteers. If you wish to volunteer time to Community Action Team, Inc. the following regulations apply:
  1. You must volunteer time at your own initiative.
  2. You must be performing a religious, charitable, or other community service without any expectation of pay.
  3. Your volunteer duties may not be the same type of duties you perform in the course of regular employment.
  4. You must perform the volunteer duties outside your normal work hours.

### **ARTICLE 3. HIRING POLICIES**

#### 3.01. Commitment to Equal Employment Opportunities.

- a. Community Action Team, Inc. provides equal employment opportunities to all individuals in all job classifications, including full time, part time and temporary employment, regardless of race, color, creed, religion, ancestry, national origin, mental or physical disability, sex, age, affectional preference, marital status, familial status, sexual orientation, gender identity or expression, genetic information or family medical history, source of income, status with regard to public assistance, any political affiliation or beliefs, or membership in any other protected class. Rates of pay, work assignments, training opportunities, promotions, and all other terms and conditions of employment will be determined on a non-discriminatory basis.
- b. The Agency will grant requests for reasonable religious and disability related accommodations to qualified applicants and employees, absent undue hardship. Such requests should be presented verbally or in writing to the Human Resource department. Community Action Team, Inc. will keep all medical information confidential and only share such information with management personnel who have a legitimate business need to know.
- c. Current and former Head Start program parents will be considered for employment vacancies for which such parents apply and are qualified. <sup>vi</sup>
- d. Merit-Based Employment. Community Action Team, Inc. is committed to recruiting and hiring individuals according to their demonstrated and potential ability to perform the tasks assigned with competence and integrity, and in accordance with its Equal Employment Opportunity. Qualifications and performance standards set by federal and state grantors will be the basic determination for hiring.

#### 3.02. Nepotism and Politically Influenced Hiring.

Employees shall not practice nepotism. No hiring decision shall be made based on friendship, family relationship, or as a reward for political support of a particular candidate, or which is otherwise politically influenced.

- a. Community Action Team, Inc. prohibits employment of relatives in a direct reporting relationship to avoid creating or perpetuating circumstances in which the possibility of favoritism, conflict of interest, or impairment of efficient operations may occur.
- b. Employees are prohibited from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.
- c. A person with an immediate family member serving on a board or committee, which either by rule or practice, regularly nominates, recommends, or screens candidates for positions with Community Action Team, Inc. may not be employed.
- d. For purpose of this policy, relatives are defined as "immediate family" meaning spouse or spousal equivalent, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step children, step parents, step brother or sister, step-in-laws, significant other and fiancé.

3.03. Drug Screening and Background Checks.

- a. Pre-Employment Drug Screening. All applicants for employment will be required to pass a pre-employment drug test as a condition of receiving an offer of employment. Community Action Team, Inc. will pay the costs of such tests.
  1. All bus drivers, as required by the Department of Transportation, will also be informed on the date of hire that they will be required to participate in random drug and/or alcohol screenings as directed in compliance with the Federal Motor Carrier Safety Administration.
- b. Background Checks Required for Vulnerable Population Programs. A criminal background check is required for all employees/volunteers working in Community Action Team, Inc. The background check is processed through the Department of Human Services, Criminal Records Unit. The cost of the criminal background check will be paid by Community Action Team, Inc.
  1. Employees and volunteers of record with Community Action Team, Inc. will be required to pass the criminal history background check before being allowed to work alone with vulnerable population clients. If the employee/volunteer has not passed the criminal history background check they may only work with the clients in a supervised setting.
  2. Anyone applying for an employment or volunteer position with Community Action Team, Inc. in our Human Investment or Community Investment programs will be required to pass the criminal history background check prior to beginning work.
  3. If FBI fingerprinting is mandated by the criminal history background check for any employee or applicant for Community Action Team, Inc. programs, Community Action Team, Inc. will pay for the cost of fingerprinting.
    - i. Volunteers and non-employees of Community Action Team, Inc. will be responsible for the cost of the fingerprinting.
  4. An individual may be terminated if he/she has been convicted of a crime related to the performance requirements of their employment or if Community Action Team, Inc. discovers that the individual has made false statements about a conviction.
- c. Background Checks Required for Child and Family Development Programs. All children service programs will require a criminal history check for new hires and volunteers. The criminal history check is done through the State of Oregon Employment Department, Child Care Division. If FBI fingerprinting is mandated by the criminal history check, the procedure will be initiated within a 21-day period. Community Action Team, Inc. will pay for the cost of fingerprinting.
  1. Employees and volunteers of programs that serve children must be enrolled in the Criminal History Registry, as required by Oregon State Law. Applicants, volunteers and employees are responsible for any cost incurred in this registration.
  2. After an employee is hired, the employee may be terminated if the employee is convicted of a crime related to the performance requirements of their employment, or if Community Action Team, Inc. discovers that the employee has made false statements about a conviction.
- d. Background Checks Required for the Head Start Program. The Head Start program will require a

thorough background check process, including verification of personal and professional references, criminal history records including fingerprint checks, sex offender registry check, and child abuse and neglect state registry check. Community Action Team, Inc. will pay for the cost of the background checks. <sup>vi</sup>

1. Before a person is hired, the following must be obtained:
  - i. A sex offender registry check.
  - ii. State or tribal criminal history records, including fingerprint checks  
OR
  - iii. FBI criminal history records, including fingerprint checks.
2. Within 90 days of hire, the background check process must be completed by obtaining:
  - i. Whichever check listed in 1b (State/tribal or FBI) was not obtained prior to the date of hire.
  - ii. Child abuse and neglect state registry check, if available.
3. Unsupervised access to children must not be allowed until the complete background check process (described in paragraphs 1 and 2 above) is complete.
4. The complete background check (described in paragraphs 1 and 2 above) must be conducted at least once every five years.
5. The Child Care and Development Fund (CCDF) disqualification factors or tribal disqualification factors must be used to determine whether the prospective employee can be hired or the current employee must be terminated.
6. After employment has been offered, a health exam including TB screening is required for Early Head Start/Head Start staff and regular volunteers. Periodic reexaminations are also required. <sup>vii</sup>

## **ARTICLE 4. CONDITIONS OF EMPLOYMENT**

### 4.01. Political Activities and Lobbying. <sup>viii</sup>

- a. Political Activities. Employees may not engage in any partisan political activity or openly support any candidate for public office on Community Action Team, Inc. property or during any Community Action Team, Inc. paid time. Employees also may not use their association with Community Action Team, Inc. to support any candidate or political issue. Some employees are prohibited from providing voters or prospective voters with transportation to the polls or provide assistance in connection with an election during scheduled work time, during Community Action Team, Inc. paid time off, or as a representative of Community Action Team, Inc. (Please consult with your Program Director or the Executive Director for clarification on whether you are covered under this specific policy.)
- b. Lobbying. Lobbying and advocacy are two very distinct but separate activities. Lobbying is a promise of support, or the threat of the loss of support related to legislative decision-making. Advocacy is providing information regarding the needs of clients, and the impact the legislation or other political decisions may have on clients. Community Action Team, Inc. employees may not engage in lobbying, but they may advocate for the welfare and well-being of clients.
  - 1. Community Action Team, Inc. employees are not to engage in lobbying with local, state, or federal lawmakers. Employees may, however, provide information to lawmakers as an educational service or to advocate on behalf of the people we serve.
  - 2. Employees are to check with their Program Directors or Executive Director to clarify whether an activity is lobbying or advocacy before engaging in the activity.

### 4.02. Conflict of Interest.

As an employee, you are prohibited from engaging in conflicts of interest with respect to your employment. Specifically, the following activities are limited as stipulated:

- a. Membership on Various Boards, Committees, and Groups. You shall not serve as elected member of Community Action Team, Inc. Board, committee or board of a grantee or delegate agency or Community Action Team, Inc. program component. You may not serve on the policy council or policy committee at the delegate level (parents who occasionally substitute as staff may serve). <sup>ix</sup> You may serve on citizens' advisory groups which are strictly advisory in nature and which do not contract with Community Action Team, Inc.
- b. Membership on Governmental Commission or Board. You may, on your own time, serve on a governmental commission or board in your home community. You may, with written authorization from the Executive Director, serve on such a commission and/or Board during working hours and without loss of pay provided that:
  - 1. Your membership on such commissions and/or Boards does not conflict with the provisions of this section.
  - 2. Your participation is consistent with your job description.
  - 3. Your participation will enhance and/or benefit the purpose of Community Action Team, Inc.

4. Such participation will not conflict with the conditions under which you were hired.
- c. Certain Federal Rehabilitation Loans Prohibited. You shall not be eligible to obtain a local or federal rehabilitation loan administered by Community Action Team, Inc. without Board approval.
- d. Ownership of Community Action Team, Inc. Property. You are not prohibited from owning or purchasing Community Action Team, Inc. property so long as the property was obtained prior to employment and the interest is disclosed in writing and recorded in the minutes of the Board. Further, you may purchase Community Action Team, Inc. property put up for public sale provided that there is an open bid process with 30 days advance public notification.

4.03. Outside Employment (Moonlighting).

- a. Conditions of Outside Employment. While employed with Community Action Team, Inc. employees may not work for a competing community action agency. For purposes of this policy, concerted activities pursuant to the National Labor Relations Act are not considered to be outside employment. Employees may pursue work as an individual for extra income as long as:
  1. They do not represent themselves as an employee, representative, agent, contractor, or other entity associated with Community Action Team, Inc.;
  2. They do not compete with Community Action Team, Inc. business or clients;
  3. Secondary jobs do not compromise their work at Community Action Team, Inc., including, but not limited to: absenteeism, tardiness, performance, or divulging of confidential Community Action Team, Inc. information; and
  4. Community Action Team, Inc.'s assets are not used for such work.

4.04. Acceptance of Gratuities Prohibited.

As an employee, agent, or volunteer of Community Action Team, Inc. you cannot accept honoraria, consultant fees or similar compensation while executing your responsibilities as a Community Action Team, Inc. employee, agent, or volunteer. In addition, you shall neither solicit nor accept gratuities, favors, or anything of monetary value while in the performance of your job with Community Action Team, Inc. This includes direct or indirect solicitation or acceptance of such gratuities by you or a family member. In some circumstances, acceptance of a gift of de minimus value may be acceptable; please contact the Community Action Team, Inc. Human Resource Department office for more information regarding this policy.

- a. A gift or gratuity that is prohibited herein shall be returned to the donor. Any question regarding the acceptance of gratuities is to be brought to the attention of the Executive Director.
- b. Failure to comply with this prohibition shall be considered just cause for disciplinary action up to and including termination of the employee, agent, or volunteer.

4.05. Solicitation and Distribution.

- a. Solicitation is verbal communication for the purpose of selling, political campaigning, organizing for civic activities, or any other cause. Distribution is an exchange of printed materials such as handbills, letters, and pamphlets for any sale, candidate or any cause.

- b. In order to prevent disruptions and interference with work, Community Action Team, Inc. has established the following rules to govern solicitations and distribution of literature on Community Action Team, Inc. premises:
  - 1. Persons not employed by Community Action Team, Inc. may not solicit or distribute literature on Community Action Team, Inc. property for any purpose at any time.
  - 2. Employees may not solicit clients at any time.
  - 3. Solicitation by one employee of another employee is prohibited while either the person doing the soliciting or the person being solicited is on working time.
  - 4. Employees may not distribute literature for any purpose during working time or in working areas. However, literature may be left in break areas.

4.06. Codes of Conduct.

- a. Discretion and Confidentiality Required. You must exercise the utmost discretion regarding all matters of official business of Community Action Team, Inc. You shall not communicate to any person information that has not been made public, except in the course of regular duties or by authorization of the Executive Director. All staff, client and case matters are confidential.
- b. Quality of Work. Quality work is expected from employees so that Community Action Team, Inc. can fulfill its obligation to provide quality services to its clients. Employee evaluations, recognizing achievement as well as areas needing improvement, will take place periodically to assure quality performance (see Article 11).
- c. Professional Conduct Required. You are considered a representative of Community Action Team, Inc. Your conduct both in the office and in the field should at all times be consistent with the inherent expectations of a professional position, as demonstrated through such behaviors as:
  - 1. Commitment to and completion of all contractual obligations.
  - 2. High regard for the professional and personal integrity of all Community Action Team, Inc. staff and clients.
  - 3. Clear concern for the needs and wishes of the clients being served.
  - 4. Consistent efforts to represent the Community Action Team, Inc. as an organization dedicated to eliminating poverty.
- d. Employee Conduct. All staff, as well as Child and Family Development staff, consultants, and volunteers, must abide by the program's standard of conduct. These employees, consultants and volunteers:
  - 1. Must use positive strategies to support children's well-being and prevent and address challenging behavior;
  - 2. Must not maltreat or endanger the health or safety of children, including, at a minimum, staff must not use corporal punishment; use isolation to discipline a child; bind or tie to restrict movement or tape a child's mouth; use or withhold food, physical activity, or outdoor time as a punishment or reward; use toilet learning/training methods that

punish, demean, or humiliate a child; or use any form of verbal, physical, or emotional abuse;

3. Must respect and promote the unique identity of each child and family and must not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;
  4. Must follow program confidentiality policies concerning personally identifiable information about children, families and other staff members;
  5. Must not leave any child alone or unsupervised while under their care.
- e. Notification of Incidents. If you are involved in an incident that potentially reflects negatively on the organization, you must report this incident to your supervisor as soon as possible. Supervisors should notify the Executive Director.
- f. Professional Image and Dress. You are expected to present a professional image in the workplace, as well as the community when representing Community Action Team, Inc. In general, you are expected to come to work clean, and your attire must be clean and free of holes and wrinkles. The site supervisor is responsible for monitoring the dress policy.
1. Dress which is not acceptable includes items such as :
    - i. Form fitting stretch clothing (spandex, lycra, etc.)
    - ii. Sweat pants; sweat suits/jogging suits/warm-up suits
    - iii. Halter tops/low cut tops/cropped tops/shorts
    - iv. Clothing that contains extensive and/or offensive graphics or messages
  2. Employees working with children and/or going to the playground
    - i. Must wear closed toe and closed heel shoes with heels less than three (3) inches
    - ii. Should not have long fingernails
    - iii. Should not wear long or loose flowing garments that can be caught or pulled
  3. If an employee/volunteer is inappropriately dressed or groomed, he/she is instructed to go home, make necessary changes, and to return to work in a reasonable amount of time. This time will not be compensated. Any questions regarding what is or is not appropriate attire at the Organization should be directed to your supervisor.
- g. Employees in violation of any of the above codes of conduct will be subject to immediate and appropriate disciplinary action, up to and including termination.

#### 4.07. Confidentiality.

- a. Employment with Community Action Team, Inc. assumes an obligation not to disclose confidential information both during and after employment. In addition to confidential Agency information to which employees are privy, the Agency's clients and suppliers entrust Community

Action Team, Inc. with confidential and personally identifiable information relating to their homes, families, and businesses. The nature of these relationships requires maintenance of confidentiality. In safeguarding the information received, Community Action Team, Inc. earns the respect and further trust of its clients and suppliers.

- b. Confidential Information means all information, data or knowledge, in any form, which has value to Community Action Team, Inc., its clients, suppliers or other third parties, which is not generally known to the public, and which is regarded by Community Action Team, Inc. as confidential.
- c. Confidential Information includes, but is not limited to the following: lists of, and information, questions regarding what is or is not pertaining to, Community Action Team, Inc. clients, suppliers and other entities with which Community Action Team, Inc. has business relations; Community Action Team, Inc. financial information; tax returns; marketing plans and strategies; methodologies; contracts; processes; designs; trade secrets; inventions (whether or not patentable); formulas; technical drawings; data; writings; research; techniques; concepts; product specifications; systems; plans for future products; pricing policies; price lists; cost and profit information; ideas; patents; schematics; software programs; prototypes; hardware; drawings; engineering; business plans; or any other information relating to the Agency's research, development, inventions, manufacturing, purchasing, accounting, financing, engineering, marketing, merchandising, or selling. Confidential Information includes the confidential information described above of a third party wherever context so requires or indicates. Confidential information does not include employee wages, benefits, and working conditions.
- d. No one is permitted to remove or copy any Community Action Team, Inc. records, reports or documents without prior Supervisory approval. Disclosure of confidential information could result in termination of employment as well as legal action. Employees will return all Community Action Team, Inc. documents, (including copies), bidding information, and assets should employment be discontinued.

#### 4.08. Communications and Computer Use Policy.

- a. Computers, communications, voice-mail, e-mail and Internet access systems are provided by Community Action Team, Inc. for use in performing the business of the Agency. Agency communications systems (cell phones, voice mail, electronic mail, computers, internet network, telephone systems, etc.) are not always secure and are subject to monitoring by the Agency. This should be kept in mind if employees need to store private information, or need to have a private conversation. Employees should not expect any degree of privacy in connection with their use of or exposure to Community Action Team, Inc. communications systems even if a password is used. The Agency reserves the right to override any individual password and access all information stored on Agency property. All voice-mail, e-mail, text messaging, Instant Messaging, and Internet access systems and the information, content, or images transmitted by, received from, or stored in these systems, including copies in any form, are the property of Community Action Team, Inc.
- b. All software provided by Community Action Team, Inc. is to be used for business purposes and shall not be altered in any way. Employees are prohibited from adding software or applications (including screen-savers) that interfere with the business of Community Action Team, Inc. or are inconsistent with Community Action Team, Inc. policies.
- c. Employees should treat e-mail as means of formal written business communication. When corresponding by e-mail, employees should consider content, accuracy, spelling, grammar, and

potential liability. Community Action Team, Inc. may not archive e-mail and may automatically destroy e-mail on a regular basis.

- d. Unless specifically authorized by law, Community Action Team, Inc.'s computers, e-mail, phones, cellular phones, and Internet systems may not be used to solicit or proselytize for personal reasons. Community Action Team, Inc. computers, e-mail, landline, cellular, smart phones, and Internet systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, or proprietary financial information without prior authorization.
- e. Cell Phone Use While Driving. Effective January 1, 2010, Oregon law prohibits drivers over the age of 18 from using a mobile communication device while operating a motor vehicle without the use of a hands free accessory, allowing you to keep both hands on the wheel while driving. This is a primary offence, which means a police officer may stop a driver solely for using a cell phone without using a hands-free accessory. For the purpose of the new law, "mobile communications device" is defined as a text messaging device or a wireless two-way communication device to receive and transmit voice or text communication. Any driver under the age of 18 is prohibited from using a mobile communication device while driving, even with a hands-free accessory.
  - 1. Community Action Team, Inc. requires that any employee who drives during the course of their employment will comply with this law.
  - 2. Community Action Team, Inc. will not be responsible for or pay for any traffic citations or fines for failure to comply with this law.
  - 3. Employees are required to report to their supervisor any citations or arrests that arise from the misuse of mobile communication devices during the course of their employment and could be subject to disciplinary action up to and including termination.
- f. Community Action Team, Inc. computers, e-mail and Internet access systems may not be used to access, create, display, or send any messages, images, and content that would violate the Agency's policies against harassment and/or violence. Such content could include: sexual comments, jokes, or images; racial slurs; or any comments, jokes, or images that would offend someone on the basis of his or her age, disability, gender, race, religion, national origin, physical attributes, sexual orientation, or any other classification protected by federal, state, or local law. Employees have a responsibility to notify a supervisor of receipt of any message, image, or content received via Community Action Team, Inc. e-mail or Internet access system that violates this policy.
- g. Employees will not use a password, access a file, or retrieve stored communications unless authorized to do so. The use of a password or code does not restrict Community Action Team, Inc.'s right to access electronic communications. All individual passwords to Agency communications systems and equipment must be provided to Community Action Team, Inc. so that all accounts and devices can be accessed at any time. No password or encryption may be used on Agency communications systems or equipment that is unknown to Community Action Team, Inc. Employees agree to notify Community Action Team, Inc. if they discover a violation of this policy.
- h. Employees agree to only access messages, files, or programs, whether computerized or not, that they have permission to access or use. Unauthorized access, review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, voicemail messages, text messages, instant messages, or other property of Community Action Team, Inc., or improper use of information obtained by unauthorized means, may be grounds for corrective

action, including termination.

4.09. Keys.

- a. Program directors/center managers/direct supervisors will determine who will be issued keys to locks on or in their facilities. This will include locks on doors, desks, cabinets, computers and any other item on the premises that can be locked.
- b. A list of who has received keys, with date of issue and date of return will be kept on file by program director, center manager, or direct supervisor for their facilities.
- c. No duplicate keys may be made by anyone other than program director, center manager or supervisor.
- d. A fee of \$5.00 will be charged to replace a lost key.
- e. All keys will be returned to program director or designee at termination or exit interview. All staff of the Child and Family Development Programs will also be required to turn all keys in to the Program Director/or designee prior to break periods, except winter and spring break periods may be exempt from this requirement upon approval of the Program Director.

4.10. Reporting Arrests.

Any employee who is arrested for any crime must report the arrest to his or her supervisor by the end of the next business day or before reporting to work following the arrest. An arrest will not necessarily disqualify the employee from employment; however, the Agency will consider the circumstances on a case-by-case basis. Any employee who fails to report an arrest as indicated above is subject to disciplinary action, up to and including immediate termination.

4.11. Reporting Information Changes.

Employees must notify the Human Resource Department when certain personal information changes, such as a name change, a new address, phone number, or emergency contact, changes to tax withholdings, and any other information relating to accurate record keeping or accounting. Supervisors must also be informed of any issue or circumstance that prevents the employee from performing the essential functions of their job.

## **ARTICLE 5. COMPENSATION**

### 5.01. Pay Scales.

- a. Payment According to Pay Scale. Community Action Team, Inc. will pay its employees based on each employee's placement on one of the two salary scales in place. Employees may be paid an hourly rate or a monthly salary rate.
  1. Community Action Team, Inc. Administration Salary Scale will be used for all non-Child and Family Development Program employees and all Healthy Families employees as well as all Child and Family Development management employees.
  2. Child and Family Development Programs Salary Scale will be used for:
    - i. Child and Family Development Program non-exempt employees.
- b. Wage Reviews. Employees that consistently show enthusiastic growth in their skill level, job performance, and commitment to safety will be considered for Wage reviews. Employee wage adjustments are considered in accordance with program funding and budgets.

### 5.02. Cost of Living Adjustment (COLA).

When a cost of living adjustment is provided through a specific grant for specific employees funded through that specific program, those employees designated in the grant will receive a COLA. Head Start employees will not receive a COLA if it would increase their pay above the maximum of their salary range.<sup>x</sup> Community Action Team, Inc. will review the increase in cost of living on an annual basis and COLA's may be given to all employees of the agency as funding permits.

### 5.03. Merit Increases.

Employees may be considered for a merit increase based upon some or all of the following criteria:

- a. Availability of grant funds;
- b. Job performance;
- c. Training hours;
- d. Evaluation by the supervisor; and
- e. Approval by the Executive Director.

## **ARTICLE 6. WORKING HOURS AND PAY DAYS**

### 6.01. Work Schedules.

Community Action Team, Inc.'s workweek begins at 12:00 AM on Sunday and extends through 11:59 PM on Saturday. Employee work schedules are established on an individual basis by program supervisors. Work schedules may change based on program needs. Although Community Action Team, Inc. is interested in providing employees with a stable work schedule, Community Action Team, Inc.'s ability to do so depends on an assessment of work needs and business conditions. Employee hours may be reduced if the supervisor believes it is necessary due to lack of work, interruptions in workflow, lack of funding, or other business reasons.

### 6.02. Meals and Rest Breaks.

Rest breaks and lunch periods are scheduled by the program supervisors. Employees must take their scheduled paid 15-minute rest breaks and unpaid 30-minute lunch periods, if applicable, as scheduled. Employees are prohibited from taking meal periods and rest breaks concurrently or consecutively. Employees also may not skip a scheduled meal period or rest break in order to leave early.

### 6.03. Smoking and Tobacco Use.

- a. Employees may not smoke or use tobacco or vaporizers during paid time, with the exception of designated break periods. Except for specific designated smoking areas, smoking and tobacco use is not allowed on Community Action Team, Inc. premises, program sites, client homes, parking lots, or in Community Action Team, Inc.-owned vehicles.
- b. Additionally, all Head Start employees on the Head Start property must comply with the following:
  1. Refrain from all forms of tobacco use, including smoking and use of chew/spit less tobacco, during working time or on any Head Start grounds or any Head Start program sponsored event, on or off premises.
  2. Maintain a tobacco-free environment by refraining from bringing tobacco products onto Head Start grounds.
  3. Refrain from tobacco use within sight of children and from bringing or wearing clothing that smells of tobacco smoke into Head Start centers, buildings, playgrounds, at any Head Start activity, and other locations where children are present.
  4. Refrain from the sale or advertisement of tobacco on Head Start property, Head Start sponsored activities, vehicles, or Head Start publications/materials.
  5. Refrain from wearing or bringing tobacco-related clothing, gear, paraphernalia, or any other item advertising tobacco on Head Start grounds and at Head Start sponsored activities, on or off premises.
- c. For the purposes of this policy Head Start grounds are defined as indoor and outdoor areas including buildings, facilities, parking lots, playgrounds, or vehicles owned, leased, rented, or chartered by Head Start.

#### 6.04. Overtime.

- a. Overtime hours are hours worked beyond forty hours per week and are paid at one and one-half times the employee's regular wage rate. Holidays and Paid Time Off (Personal Leave) are not counted in the computation of overtime.
- b. There are two types of employee status, Exempt and Non-Exempt. Employees who are entitled to overtime pay under the Fair Labor Standards Act are Non-Exempt. Salaried employees holding executive, administrative, professional, or outside sales positions, as defined by law, are Exempt.
- c. There are three (3) types of employee classifications:
  1. Regular Full-Time: Employees who are hired to work regularly no less than forty (40) hours per week and are hired for an indefinite duration.
  2. Regular Part-Time: Employees who are hired to regularly work less than forty (40) hours per week and are hired for an indefinite duration.
  3. Temporary: Employees who are hired for a limited duration, predetermined period or as substitutes to fill positions on an as needed basis only.
    - i. For the purpose of these policies, a predetermined terminal point of employment shall mean those positions where the tenure of the position lasts only for the time provided by the temporary funds and continued employment is not anticipated.
    - ii. Persons hired with temporary sources of funds shall be so informed in writing that their positions are temporary and continued employment is not anticipated.
  4. Eligibility for Agency benefits depends in part on the employee's classification and full or part-time status. More information regarding benefits may be found in the Employee Benefits section of this Handbook.
- d. Non-Exempt Employees. Non-exempt employees are not allowed to work more than 40 hours per week in a seven-day work period except with prior authorization from the employee's supervisor. Any unauthorized overtime may be grounds for disciplinary action.
  1. If you work more than eight (8) hours in one work day, you may be able to take off those excess hours at sometime within the same work week in order to avoid working an excess of 40 hours in that week. Such time off must be approved in advance by your supervisor. If, however, you must work an excess of 40 hours in a work week, Community Action Team, Inc. will compensate you for your excess hours as noted in 6.04(d)(2).
  2. Any overtime hours worked by non-exempt employees will be paid at one and a half times their regular rate. Hours calculated for overtime will not include holiday, sick days, personal leave days or any other hours not actually worked.
- e. Exempt Employees. Exempt employees are not entitled to overtime pay for hours worked in excess of 40 hours per week.
  1. Community Action Team, Inc. recognizes that some of your work weeks will be busier

than others. Therefore, if you are an exempt employee and you work more than 40 hours in one week, you may be able to take the excess hours off in later work weeks without using any of your accumulated leave time. Such time off must be approved in advance by your supervisor. The number of hours that you may be able to take off will be calculated using a straight time formula.

2. The excess time off must be used by the end of the following month.
3. If your workload requires that you remain at work in the weeks following the week(s) in which you worked more than 40 hours, it is possible that you will not be able to use this accrued time. If you do not or cannot use this accrued time, Community Action Team, Inc. will not compensate you for it.

#### 6.05. Time Off Requests and Attendance.

- a. Vacation and personal hour requests must be approved in advance by the employee's supervisor. Such requests will be granted if the employee's absence does not adversely affect the program activities or their co-workers. If two or more employees request the same dates off, vacation and personal hour leave will be granted on a first come, first served basis. In the event of an emergency, supervisors may rescind an employee's vacation or personal hour approval.
- b. An employee who is unable to come to work, or will be tardy, must call and personally speak with or leave a voice message for their immediate supervisor no later than one hour before their start time, or as soon as reasonably practicable. It is unacceptable for anyone other than the employee to call or leave a message except when circumstances make the employee's personal phone call impossible (such as hospitalization or incarceration).
- c. Community Action Team, Inc. may require and verify documentation of authorized reasons for absence, such as sick leave or jury duty. If Community Action Team, Inc. requires health care provider verification, the Agency will pay all reasonable costs (including lost wages) that are not paid by the employee's health insurance provider. All health information received by Community Action Team, Inc. will be treated as confidential and will not be released without the employee's permission.
- d. Absences covered by sick leave, approved vacation, approved personal hours, and/or state or federal leave laws will typically be excused. Excused absences must be arranged with an employee's immediate supervisor or another member of the management team if their immediate supervisor is not available. Examples of excused absence reasons include, but are not limited to absences for vacation, health concerns, pre-scheduled medical/professional appointments, such as with lawyers, clergy, or counselors, or other compelling reasons.
- e. Absences in excess of an employee's sick leave bank that are not pre-approved or covered by state or federal leave laws are generally unexcused. Unexcused absences will be carefully considered in wage review and promotion processes. Excessive unexcused absenteeism may be grounds for discipline or termination.
- f. Employees who do not call in or report to work for two consecutive workdays will be considered to have voluntarily resigned, unless extenuating circumstances existed to justify the lack of notice. For example, an employee unexpectedly hospitalized may not be able to provide such notice.

6.06. Emergency Schedule/Inclement Weather.

- a. Closure. It is the policy of Community Action Team, Inc. to be open each scheduled business day. In case of emergency the Executive Director or designated person will determine whether closure of a Community Action Team, Inc. worksite is appropriate. All program directors will be responsible for notifying the Executive Director or the designated person, and their employees of needed closures for their worksite. It shall be Community Action Team, Inc. policy that closures shall be authorized by worksite and not as an agency in mass.
- b. Expected Attendance. When the worksite is open, you are expected to report to work as scheduled unless to do so would risk life or limb. Therefore, as with an absence, you are required to report to your supervisor when you are unable to report to work or when you will be late in reporting to work due to inclement weather and/or emergency schedule, within an hour of your starting time. Failure to report tardiness or absences as required may result in disciplinary action.
- c. Use of Accrued Leave. If the worksite is closed due to an emergency or inclement weather or if the worksite is open but you are unable to report to work, you must use either a Personal Leave day, floating holiday, or a day without pay.

6.07. Pay Period.

All employees shall be paid once per month on the fifth day of the month. If the fifth day of the month occurs on the weekend, paychecks will be issued on the preceding Friday. All checks will be mailed or direct deposited. No check will be picked up by employees at the Administration office unless approved by the Human Resource Department office.

6.08. Paychecks.

Paychecks are issued to employees according to the payday schedule approved by the Executive Director. Employees who would like to have their paychecks released to another person must submit a written authorization form.

6.09. Salary Advance.

All regular employees of Community Action Team, Inc. may request salary advances. To request a salary advance, employees must submit a written request to the employee's immediate supervisor for processing no later than the morning of the last workday before the 15<sup>th</sup> day of the month. If the 15<sup>th</sup> of the month falls on a weekend the requests are due to the fiscal office no later than the Thursday morning before. No advance will be approved in an amount that is more than 75% of the employee's gross earnings to date. Advances will be mailed on or around the 15<sup>th</sup> of each month.

6.10. Time Sheets.

All exempt and non-exempt employees will track on a monthly time sheet all hours actually worked, as well as holidays, personal leave days, sick days and hours taken off pursuant to Article 6.03(a)(1) or (b)(1). All employee time sheets should be verified and signed by the direct supervisor. The Human Resource Department office will provide supervisors with a date schedule when time sheets are due to the office.

6.11. Payroll Deductions.

- a. Community Action Team, Inc. withholds two types of payroll deductions, mandatory and voluntary. Mandatory deductions include federal and state income taxes, social security tax, Medicare, and state required worker's compensation. Voluntary deductions must be authorized in writing by the employee and will be withheld from the net pay of the employee's paycheck, unless otherwise arranged.
- b. In general, salaries of exempt employees are not subject to reduction because of the quality of work performed or the quantity of work performed. An exempt employee will usually receive his/her full salary (including any vacation taken during that week) for any week in which the employee performs any work.
- c. Community Action Team, Inc. prohibits improper deductions from the salaries of exempt employees. It is the Agency's intent to pay each employee, exempt or non-exempt, the proper and appropriate pay. If an exempt employee believes that his/her salary has been improperly reduced, he or she should report the matter to the Human Resource Department. If the matter is not resolved to the employee's satisfaction, he or she may report the matter to the Executive Director. The decision of the Executive Director will be final in matters regarding allegations of improper deductions from the salaries of exempt employees.
- d. Any employee who has been subject to improper deductions will be reimbursed no later than the payday following the date that the determination of the improper deduction was first made, unless otherwise required by law. Community Action Team, Inc. will make good-faith efforts to ensure compliance with the rules concerning deductions from the salaries of exempt employees in the future.

6.12. Direct Deposits.

Community Action Team, Inc. encourages all employees to directly deposit paychecks. This service is offered free of charge and paychecks can be deposited into multiple bank accounts.

## **ARTICLE 7. EMPLOYMENT BENEFITS**

### 7.01. Benefits.

Community Action Team, Inc. pays all benefits that are required by state and federal law. Please contact the Community Action Team, Inc. Human Resource Department if you have questions regarding your specific benefits package.

### 7.02. Eligible Employee Defined.

Unless otherwise specified in this Handbook, only employees who are regularly scheduled to work an average of 50% FTE per month (20 or more hours per week), if hired prior to 7/1/2010 and an average of 62.5% FTE (25 hours per week) if hired after 7/1/2010 are eligible to participate in Community Action Team, Inc.'s employee benefits.

- a. Coverage for all insurance benefits begins on the first day of the month following 60 days of employment. Summaries of all insurance benefits are available from the Human Resource department. Employees may also refer to the summary plan descriptions.
- b. Benefit eligibility for any employee whose employment with Community Action Team, Inc., has terminated will follow Community Action Team, Inc. policy 7.02 in the Personnel and Policy handbook.

1. For clarification, this means that for an employee who resigns or is terminated, benefits will terminate the last day of the month in which they meet the eligibility requirement for minimum hours worked.

### 7.03. Health Insurance Benefits.

- a. Community Action Team, Inc. offers medical, dental, vision, and prescription drug insurance to eligible employees. The Agency contributes up to 100% of the benefit premium for employee-only coverage. The exact contribution amount may change from time to time as insurance rates fluctuate. Employees are responsible for the full cost of benefit coverage for their dependents. Dependent premiums are paid by the employee under a Cafeteria 125 Plan, before taxes.
- b. Community Action Team, Inc. reserves the right to change insurance carriers, plans, or benefits at any time. However, the Agency will make reasonable efforts to notify all affected employees in advance of any such change.

### 7.04. Employee Assistance Program (EAP).

Community Action Team, Inc. values healthy and productive employees. Community Action Team, Inc. offers a variety of counseling benefits for its employees and their families through the Employee Assistance Program. EAP provides the opportunity to seek professional assistance for personal day-to-day issues that may affect an employee's ability to perform his/her job duties. The EAP provides three (3) free confidential visits, per topic, each calendar year. Additional visits are generally covered at a percentage of the cost by insurance; however, employees should contact their insurance carrier for verification of preferred providers. They also provide wellness coaches, healthy recipes, legal advice with discounted rates, financial advice; help victims of Identity theft, etc. For more information about EAP, employees can contact the Human Resource Department.

### 7.05. Life Insurance / Voluntary Benefits.

Basic life and AD&D (Accidental Death and Dismemberment) insurance is paid by Community Action Team, Inc. for each eligible, enrolled employee, spouse, and their dependents. Additional coverage is available at the employee's expense. Please contact the Human Resource department for further information on these benefits.

7.06. Retirement.

- a. Community Action Team, Inc. offers a 401K retirement plan. All employees who are at least 18 years old are eligible to participate in the 401(k) plan from the first day of hire. Eligible employees who work at least one year at (700) hours in the plan year are eligible for an Agency contribution.
- b. Employee contributions to the 401(k) plan are calculated as a percentage or a lump sum of eligible gross wages. Contributions can be made to this account through a pre-tax or post-tax payroll deduction. Contribution amounts can be changed at any time. Employees should refer to their individual Summary Plan Description for further details.

7.07. Eligibility for Other Employee Benefits.

- a. For benefits other than those required by law, the eligibility requirements stated in Article 7.02 apply:
  1. Any former employee terminated due to a lack of work, which was eligible for benefits and is re-hired within three (3) months of the termination date, shall be immediately eligible to receive benefits.
- b. Family Leave. Regular employees who are eligible for benefits will continue to receive health insurance benefits while on approved Family Leave.
  1. An employee will not be paid holiday pay while on Family Leave.
  2. An employee will not accrue Personal Leave while on Family Leave.
  3. An employee will not receive retirement contributions while on Family Leave.
- c. Disability Insurance.
  1. Any employee receiving short-term disability insurance benefits will continue to be eligible for all benefits during the approved short-term disability period.
  2. If the employees' short-term disability converts to long-term disability, their benefits will be terminated.
    - i. The employee will have the option to apply for and self pay the continuation of medical/dental coverage through COBRA.
- d. Mandatory Lay-Off Periods. Regular employees who are eligible for benefits may continue to receive benefits during mandatory layoff periods, if there is a pre-determined date of return scheduled. This receipt of benefits is based on availability of funds.

## **ARTICLE 8. LEAVE REGULATIONS**

### 8.01. Leaves of Absence.

- a. When employees are hired, it is expected that they will work continuously as needed. However, the Agency recognizes that uncontrollable conditions may arise that require employees to take a temporary absence from employment.
- b. During the period of any leave of absence, no wages or benefits are accrued or paid, unless specifically stated in this Handbook or required by law. Employees who wish to continue their medical/dental insurance benefits during the period of a leave of absence should review the policies below for an explanation of how Community Action Team, Inc. will continue to pay its portion of the insurance contribution.
- c. Unless otherwise required by law, leaves of absence must be requested by the employee in writing and approved by their supervisor, for up to 30 days in order to make arrangements for proper staffing during an absence. If the leave of absence is for more than 30 days, the Executive Director must approve. If the leave of absence is for more than 60 days the Board of Directors must approve. Employees who do not notify of their need for or who do not obtain approval for leaves of absence will be considered absent without authorization. Leaves of absence are generally unpaid, but eligible employees may use accrued paid time off ("Personal Leave"), accrued paid sick leave, if any, to be compensated during these absences.
- d. When an employee is on leave for more than fifteen (15) consecutive days, they may at the discretion of their supervisor, be asked to turn in all of Community Action Team, Inc. property in their possession, including keys, laptop, cell phone and files. The items may be returned to the employee when the employee has returned to work.
- e. Types of Leaves: Below, briefly described, are the types of leaves of absence Community Action Team, Inc. employees may use:
  1. Crime Victim or Leave Due to Domestic Violence or Stalking: Eligible employees may be granted a leave of absence to seek law enforcement assistance, medical treatment, victim services, and to take necessary steps to secure the health and safety of the employee and/or the employee's minor child/dependent.
  2. Family Leave Under State Law (OFLA): Eligible employees may be granted an OFLA leave of absence for the following reasons:
    - i. To care for a newborn child, a newly adopted child, a newly placed foster child under age 18, or an adult "child" who is incapable of self-care because of a physiological or mental impairment. This includes time to effectuate the legal process required for placement of a foster child or adoption of a child;
    - ii. To care for a family member with a serious health condition;
    - iii. To recover from or seek treatment for the employee's own serious health condition;
    - iv. To care for the eligible employee's child if the child is suffering from an illness, injury, or condition that is not a serious health condition but requires home care;

- v. The eligible employee's spouse or domestic partner has been notified of an impending call or order to active duty or is on leave from deployment; and
  - vi. To grieve the death of a family member, make necessary arrangements resulting from the family member's death, and to attend the family member's funeral or funeral alternative.
3. Family Leave Under Federal Law (FMLA): Eligible employees may be granted an FMLA leave of absence for the following reasons:
- i. The birth or placement of a child for adoption or foster care;
  - ii. To care for an immediate family member with a serious health condition;
  - iii. When the employee is unable to work because of a serious health condition; and
  - iv. For any qualifying exigency arising out of the fact that the employee's immediate family member is on, or has been notified of an impending call to, "covered active duty" in the Armed Forces.
4. Extended Medical Leave: Eligible employees in good standing who suffer from serious health conditions may be granted an extended leave of absence after they have exhausted their FMLA and OFLA entitlements.
5. Military Leave: Eligible employees who are absent from work because of service in the U.S. uniformed services will be granted a leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
6. Jury Duty Leave: Employees who are called to jury duty will be granted a leave of absence for jury duty service. Community Action Team, Inc. will pay employees for their regularly scheduled hours missed due to serving on jury duty. Any compensation for jury duty received from the courts will be submitted to the fiscal office.
7. Workers' Compensation Leave: Employees who sustain work-related injuries or illnesses will be granted a leave of absence to recover. Workers' Compensation leave may be paid or unpaid, depending on whether the workers' compensation claim is accepted and whether it meets the insurance carrier's other requirements.
8. Oregon Sick Leave: Eligible employees are provided sick leave in accordance with the Oregon Paid Sick leave law and administrative rules. The Agency provides sick leave benefits based on whether you are a benefitted employee or non-benefitted employee. Sick leave runs concurrently with Oregon Family Medical leave, federal Family and Medical leave and other leave laws where allowed by law. Employees should refer to the specific policy for benefitted or non-benefitted employee for a complete explanation of an employee's benefit in Attachment 8-3 and 8-4.
- i. Employees may use accrued sick leave for the following reasons:
    - 1. For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits;

- a. "Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon –registered same-gender domestic partner, and the domestic-partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological, adoptive or foster parent or child.
  2. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law.
  3. If the employee's place of business is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency.
  4. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member; or
  5. If Community Action Team, Inc. is required by law to exclude the employee from work for health reasons.
  6. For any purpose allowed by the Oregon Family Leave Act, including bereavement.
- ii. Employees may use sick time to cover all or part of a shift, and in 15 minute increments. Unless otherwise allowed by Community Action Team, Inc. policy, employees absent from work for a qualifying reason must use sick time hours for that reason and on each subsequent day of absence until all sick time has been used. Employees may not use accrued sick leave to increase or be paid more than their regularly scheduled hours. Donation of sick time to another employee is not allowed from the Sick Leave bank.
9. Additional Information Available. Leave of absence eligibility requirements, length, documentation, and usage rules vary depending on the type of leave sought. Additionally, employees seeking reinstatement at the end of a leave may be required to provide medical evidence confirming his/her recovery and release for regular duty work. For more information about applying for, using, or requesting reinstatement from a leave of absence, please contact The Human Resource department.

8.02. Holiday Leave.

- a. Eligible employees, after thirty-one (31) days of employment, receive ten (10) paid holidays annually: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Employees also receive one floating holiday that may be taken at any time during the calendar year. Employees must schedule their floating holidays in advance with their supervisors before taking such days off.
  1. Community Action Team, Inc. will be closed on December 24, Christmas Eve day. This will be an unpaid holiday, unless the employee chooses to use paid personal leave or their floating holiday. As this is an unpaid holiday, an employee may choose to work at regular wages, with the approval of their supervisor. For employees on lay off see Article 8.02 b.
- b. Subject to the conditions below, eligible employees will be paid for the above-listed holidays at their regular hourly wage rates. Pay will be based on the regularly scheduled hours the employee otherwise would have worked that day. Holiday pay is not considered in the calculation of overtime. Eligible employees who are required to work on a holiday will be given an alternative day off with pay.
  1. Employees who are on leave without pay or who are on lay-off status will not receive holiday pay, except for the following exception.
    - a. The exception to 8.02 b 1 is for Head Start employees who are laid off for Spring and Winter break, they will be paid holidays that occur during these breaks if they would have normally worked, dependent on availability of funds.
- c. Holidays Falling on Weekends. When a holiday falls on Sunday, the following Monday is considered a holiday. When it falls on Saturday, the preceding Friday is considered a holiday.
- d. Lay-offs. Employees will not be entitled to any paid holidays during a lay-off period unless all of the following are met:
  1. Employee must have a pre-determined date of return, and
  2. The layoff period cannot exceed thirty-five (35) days, and
  3. The availability of funds.
- e. Personal Leave. If an employee is off on approved Personal Leave when a holiday occurs, the holiday will be paid and will not be charged against the employee's Personal Leave bank.

8.03. Personal Leave.

- a. Purpose of Policy. Community Action Team, Inc. provides a paid Personal Leave benefit program to help employees manage and schedule their time away from the job.
- b. Eligibility. All employees are eligible for paid Personal Leave after meeting Community Action Team, Inc.'s eligibility requirements a noted in Article 7.02 Employee Benefit Eligibility.
- c. Permissible Uses of Leave. Personal Leave may be used for vacation, illness, doctor/dentist appointments, personal business, family needs, inclement weather and any other time off from regularly scheduled work. Personal Leave may also be used for Oregon Paid Sick Time qualifying events once the Oregon Paid Sick Time has been exhausted. The time-off can be requested by the quarter-hour or by the day. After considering all factors the supervisor may deny or approve the time off request.
  - 1. Personal Leave may not be used if the total hours paid to an employee, for any work week, will exceed the total hours an employee was scheduled to work that week. This rule does not apply to the "cash out" option (see Article 8.03 h).
  - 2. Non-exempt employees, for any regularly scheduled full or part day not worked, are required to use any paid time available to them, i.e. personal leave or holiday pay for the hours not worked.
  - 3. Exempt employees only, for any full or part day NOT worked, are required to use personal leave, holiday hours, time accrued pursuant to Article 6.04(e)(1), to bring the work week hours to the required forty (40) hours. For part day absences in a work week, the exempt employee will be compensated his or her regular salary if all of the employee's accrued holiday leave, personal leave, or other time off are exhausted. Part day leave taken under Federal Family and Medical Leave Act may result in a reduction in pay for the exempt employee, unless some form of paid leave is used.
  - 4. Head Start employees are required to use any available personal leave during the spring and winter break layoffs. They are not required to use available leave during the summer break layoff, but may choose to at their discretion.
- d. Period in which Leave Accrues. Personal Leave for a new regular employee shall not accrue during the first sixty (60) days of employment. Personal Leave will begin to accrue at the beginning of the first of the month following this sixty-day period.
- e. Hourly Accrual of Leave. Personal Leave is accrued on an hourly basis, determined by the years of continuous service. Accrued hours are calculated using the full time equivalent hours for that month and prorated based on actual hours paid for that month, excluding the cash out option. This time is accrued as follows, with a portion of this time eligible for carryover for use in the following calendar year, as stated below:

Maximum Accrued Leave Monthly	Maximum Annual Accrual	Maximum Accumulated
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	(Hours)	(Hours)	Carryover Hours Allowed Per Calendar Year
1st Yr.	4.00	40	160
2nd Yr.	8.75	105	160
3rd Yr.	9.75	117	160
4th Yr.	11.75	141	160
5th Yr.+	14.75	177	160
15th Yr.+	17.75	213	160
20th Yr. +	19.75	237	160

- f. Oregon Sick Time Converted to Personal Leave. On December 31 of each calendar year, if still employed by Community Action Team Inc., an employee who is eligible for and accrues personal leave may convert any unused Oregon Paid Sick Time, up to 40 hours, on January 1 to Personal Leave. Once converted these hours will be treated as any other personal leave hours, per Article 8.03.
- g. Treatment of Leave at Termination. If, at the time of termination, an employee has accrued personal leave, such time shall be paid at the time of termination. The amount of leave for which an employee will be paid cannot exceed a total of 276 hours of paid personal leave.
- h. "Cash-out" Option.

1. Non-Exempt Employees:

Accumulated Personal Leave hours may be converted to cash by an employee after two (2) years of continuous service. In order to cash out personal leave, the employee must have used at least eighty (80) hours of Personal Leave in the current calendar year prior to requesting the conversion. Requests can be made up to two (2) times in a calendar year and must coincide with the scheduled payroll dates. Non-exempt employees are allowed to cash out part or all of the balance of Personal Leave they have available, not to exceed a maximum of one-hundred-sixty (160) hours in a calendar year.

2. Exempt-Employees:

Accumulated Personal Leave hours may be converted to cash by an exempt employee after two (2) years of continuous service. In order to cash out Personal Leave, the exempt employee is encouraged, but not required to use at least eighty (80) hours of Personal Leave in the current calendar year prior to requesting the conversion, Requests can be made up to two (2) times in a calendar year and must coincide with scheduled payroll dates. Exempt employees are allowed to cash out part or all of the balance of Personal Leave they have available.

8.04. Sick Leave.

- a. Community Action Team, Inc. provides sick leave to all employees to replace pay for any of the following reasons:
  1. To care for the employee's own mental or physical illness, injury, or health condition (including for diagnosis, care, treatment, or preventative care);
  2. To care for a family member's mental or physical illness, injury, or health condition (including for diagnosis, care, treatment, or preventative care);
  3. Bereavement Leave
  4. For any OFLA-qualifying absence (see Oregon Family Leave policy for more information);
  5. For time off related to Domestic Violence leave; or
  6. For time off in the event of a public health emergency.
  7. Unless otherwise required by law.

#### 8.05. Voluntary Shared Leave Policy.

Shared leave is a voluntary transfer of Personal Leave, as defined in personnel policies for the agency, earned by an employee and given to another employee according to the following conditions.

- a. Eligibility. To be eligible to receive this benefit, an employee must have been employed for a minimum of one year. The employee receiving shared leave must be a regular employee, eligible for benefits according to Article 7.02 and must have exhausted all of the employee's own Personal Leave.
- b. Minimum Duration of Time Off Work. The recipient must be off work a minimum of five (5) consecutive working days (according to the employee's personal work schedule). Physician's statements may be required following existing personnel policy.
- c. Permissible Uses of Shared Leave. Shared leave can only be used for injuries, illnesses or family emergencies and must be approved by the donor's supervisor, Program Director and Executive Director.
- d. Hourly Donation of Leave. Donated leave will be donated in the form of hours.
- e. Limits on Donation Amount. No employee may reduce that employee's own supply of Personal Leave to less than 40 hours by making a donation to someone else.
- f. Anonymity of Donors. Donors will remain anonymous to the rest of the employees of Community Action Team, Inc. except as necessary to facilitate the transfer.
- g. No Credit for Leftover Leave. Any voluntary donated leave not used will be left in the credit of the person who received the donation.

#### 8.06. Leave Without Pay.

Leave without pay may be authorized by the Program Director for a period not to exceed thirty days. Leave without pay for more than thirty days, but not to exceed sixty (60) days, may be granted to an employee by the Executive Director. Leave for greater periods must be authorized by the Board of Directors.

- a. No Accrual of Benefits. No employee benefits will be earned by an employee while on leave without pay.
  1. An employee will not be paid holiday pay while on leave without pay.
  2. An employee will not accrue Personal Leave while on leave without pay.
  3. An employee will not receive retirement contributions while on leave without pay.
  4. Health care benefits will terminate on the first of the following month except:
    - i. If an employee returns to work within thirty-one days of leave, health benefits will not be terminated.
    - ii. Employees who are on qualified leave under FMLA and short-term disability will continue to receive health care coverage for themselves as allowed by law. Any

premiums for health care of employee's dependents will be the responsibility of the employee.

- iii. Employees on leave without pay may qualify for continuation of health coverage through COBRA, contact the Human Resource Department office for more information on COBRA rights.
- b. Temporary Disabilities. Employees who experience temporary disabilities, including pregnancy and work related injuries, may qualify for leave without pay consistent with the term of applicable law. Extensions may be granted as medical conditions warrant.

#### 8.07. Emergency Leave.

As an employee, you may be allowed unpaid emergency leave approved by the Executive Director.

- a. Eligibility for State and Federal Leave. If you meet the eligibility requirements for OFLA and/or FMLA, you will be granted leave according to allowances of those specific laws (see Article 8.01 d).
- b. Family Crisis. Crisis in an employee's family, including sickness or death, will be considered for emergency leave on presentation of sufficient data to establish the necessity for the employee's absence from work. Cases involving a crisis other than in an employee's immediate family will be considered.
- c. Personal Leave. An employee may use available Personal Leave for unpaid time off.

#### 8.08. Bereavement Leave.

In the case of death in your immediate family, you may charge the days you miss work to your accumulated sick leave, personal leave or you may take time off pursuant to Article 8.01 d 2 vi, or you may apply for leave without pay, which may be granted according to the terms of Article 8.06.

#### 8.09. Religious Leave.

If you observe a religious holiday on a day which does not fall on a Sunday or legal holiday, you shall be entitled to that day off from your employment for such observance with the approval of the supervisor. You may use accumulated personal leave, you may take time off pursuant to Article 6.03(a)(1) or (b)(1), or you may apply for leave without pay, which may be granted according to the terms of Article 8.04.

#### 8.10. Maternity Leave/Paternity Leave.

Any employee becoming pregnant or adopting a child shall be granted unpaid leave in accordance with applicable law.

## **ARTICLE 9. EMPLOYEE TRAINING and CONTINUING EDUCATION**

### 9.01. In-Service Training.

In-service training shall be provided to aid employees to gain efficiency in their present and future work through the development of their skills, knowledge, and aptitudes (including ROMA).<sup>xi</sup> This may include organized training and educational seminars, lectures, workshop sessions, and orientation sessions. Training time is considered "on the job" training, and will be counted toward overtime when applicable.

### 9.02. Orientation.

All staff will participate in a new employee orientation within 60 days of hire.<sup>xii</sup> All new Head Start staff, consultants, and volunteers will participate in an orientation that, at a minimum, focuses on the goals and underlying philosophy of the program and on the ways they are implemented.<sup>xiii</sup>

### 9.03. Training Through Supervisor.

Supervisors shall be responsible for employee training.

### 9.04. Designated Training.

A training program for new employees may be provided for certain positions designated by the Program Director.

### 9.05. Informal Training.

Training of employees will be a continuous function and shall be considered a supervisory responsibility and may be of an informal nature. Informal training should be the aim and purpose of the conversations between supervisors and employees and should be the subject matter of regular staff meetings.

### 9.06. Head Start Training.

Head Start staff must complete a minimum of 15 clock hours of professional development per year focused on the following<sup>xiv</sup>:

- a. Methods to handle suspected or known child abuse and neglect cases;
- b. Best practices for implementing family engagement strategies;
- c. Building knowledge, experience, and competencies to improve child and family outcomes;
- d. Research-based approaches to effective curricula implementation, HSELOF content, partnering with families, supporting children with disabilities and their families, providing effective adult-child interactions, supporting dual language learners, addressing challenging behaviors, preparing for transitions, and using data for individualized learning.

Education staff will be assessed to identify strengths and areas for improvement in order to develop an appropriate training and professional development plan, which may include intensive coaching and/or research-based professional development aligned with performance goals.<sup>xv</sup>

9.07. Training Policy and Goals.

Every attempt will be made to design training programs not only leading to skills necessary to perform assigned tasks, but to prepare employees for work in other agencies and promotion to higher positions within Community Action Team, Inc. Time off for training or classroom training will follow training policies.

9.08. Non-Credit Training.

- a. Prior Approval Required. All such training must have prior approval of the employee's supervisor and program director.
- b. Payment for Non-Credit Classes. Non-credit classes or training may be paid by the respective program, based on the availability of funds at the time of the request.

9.09. College Credit.

- a. Preference for Use of Non-Work Time. College course work taken for credit must take place during non-working hours.
- b. Payment of Tuition Costs by Employees. Employees shall investigate and attempt to obtain financial assistance for college tuition.
- c. Reimbursement for Tuition Costs. In the event an employee cannot obtain financial assistance, Community Action Team, Inc. may reimburse the employee for up to one-half of the cost of tuition for college credit course work. This benefit is based on availability of funds. An employee's requests for college tuition reimbursement must be turned in to the fiscal office within ninety (90) days of completion of the course. The employee must submit proof of a passing grade of C or better with the employee's request, to qualify for tuition reimbursement.
- d. Work Related Required. Such course work must be related to the field in which the employee is currently working or may be reasonably expected to work in the near future.
- e. Prior Approval Required. All college credit training must have prior approval of the employee's supervisor and program director.
- f. Tuition Loan Advances. Tuition loans may be available to employees for college credit classes based on availability of funds and upon approval of the Program Director and Executive Director. Please contact Community Action Team, Inc.'s fiscal office for more information regarding tuition loan advances.

## **ARTICLE 10. TRAVEL EXPENSES**

### 10.01 Travel Time.

- a. Local Travel. Travel time between local job sites (i.e., job sites within thirty (30) miles of Community Action Teams, Inc.) will be paid to employees.
- b. Normal Work Site Commute. An employee is not entitled to receive payment for travel time for normal work site commute. Normal work site commute is defined as "portal to portal travel," which includes travel from an employee's home to work and from the employee's place of work to home at the beginning or ending of a work day.
  1. If Community Action Team, Inc. requires an employee to report to a "one-day assignment," in which the employee who usually works at one location to report to an alternative work site in a city over thirty (30) miles away, Community Action Team, Inc. will reimburse the employee for this travel time.
- c. Overnight Travel. Travel time spent in overnight travel will be paid to employees. Overnight travel is all travel that keeps an employee away from home overnight. The employee must be paid for all time that falls between the employees' regularly scheduled working hours, and all time that the employee is required to spend driving.

### 10.02 Reimbursement Requests.

Community Action Team, Inc. may reimburse employees for costs incurred during local and overnight travel. Reimbursable costs may include costs for transportation, lodging, meals, and other miscellaneous expenses. Employees may also apply for travel advances, see Article 10.04. Please contact the Community Action Team, Inc. fiscal office for more information on travel reimbursements and advances.

All requests for travel expense reimbursement must be turned into the fiscal office within ninety (90) days of the date of expense or there will be no reimbursement.

### 10.03 Allowable Costs for Travel.

- a. Transportation:
  1. The employee shall use the most economical and practical mode of travel, from the standpoint of time and expense, and shall utilize the most standard route of travel. The Executive Director may allow exceptions with unusual circumstances.
  2. Actual transportation cost will be reimbursed to the employee when public transportation is used, providing that it is the normally lowest cost passage and the most practical.
  3. Where public transportation is either impossible or impractical, Community Action Team, Inc. shall be authorized to pay mileage, at the rate approved by the Board of Directors. Contact the fiscal office for current mileage reimbursement rates.
    - i. All requests for mileage/transportation expense reimbursement must be turned in to the fiscal office within ninety (90) days of date of travel or there will be no reimbursement.
  4. Insured Private Vehicle. Any employee required by Community Action Team, Inc. to use

a private vehicle in the performance of job duties associated with his/her employment must certify that insurance coverage on the vehicle is at least the minimum required by the State of Oregon. Community Action Team does not insure any private vehicles.

5. Automobile storage or parking fees will be an allowable expense when necessary. Claims for these fees must be substantiated by receipts.
6. Automobile rental will be an allowable expense when the use of such conveyance is the most economical & practical means of transportation.
7. Traffic and/or parking violations are the sole responsibility of the employee. Community Action Team, Inc. will not pay for any traffic or parking tickets.

b. Lodging:

1. The actual cost of lodging, plus applicable tax, may be reimbursed. Claims for lodging must be substantiated with receipts. Employees are expected to obtain practical and economical lodging.
  - i. All requests for lodging expense reimbursement must be turned in to the fiscal office within ninety (90) days of date of lodging or there will be no reimbursement.

c. Meals:

1. An employee may be reimbursed for meals during travel pending approval of the Program Director and based on availability of funds.
  - i. Reimbursement will be based on the rates approved by the Board of Directors. Contact the fiscal office for current rates.
2. Receipts for meals must be turned in with mileage sheet or per diem travel expense record.
  - i. If travel does not include overnight stay, individual meal receipts must be submitted with mileage sheet or per diem travel record.
    1. Reimbursement for meals based on individual meal receipts will be paid based on the actual amount of receipt, not to exceed the maximum of the allowable per diem rate. Gratuities and alcoholic beverages are not reimbursable.
  - ii. If individual meal receipts are less than the travel advance allowed for that meal, the employee will be required to reimburse Community Action Team, Inc. for the difference.
3. If overnight stay;
  - i. Attach the agenda/registration information to the mileage sheet or per diem request, which shows what meals if any will be provided.
  - ii. Itemize the date and the meal(s) reimbursement requested.

- iii. The lodging receipt will be acceptable proof in lieu of individual meal receipts.
- 4. All requests for meal reimbursement must be turned in to the fiscal office within ninety (90) days of date of meals or there will be no reimbursement.
- d. For travel to areas outside Oregon, per diem for meals may be paid at the current higher Federal Register rate, with approval from the Executive Director prior to travel departure.
- e. Miscellaneous. Expense for the following items may be allowable. Claims for reimbursement must be substantiated with receipts.
  - 1. Taxi and bus fares to and from depots and hotels or meetings
  - 2. Baggage storage and handling, unless it's a gratuity
  - 3. Registration fees which are required as admittance or attendance fees for conferences, conventions or other meetings
  - 4. Items not specifically described in these regulations as an allowable expense, but which are, nevertheless, deemed necessary and authorized by the Executive Director

#### 10.04 Travel Advances.

Travel advances (per diem) may be issued using the authorized form. Travel advances will be payable to the employee and mailed to their payroll address, unless arrangements have been made to pick up at the fiscal office. Estimated departure time, date, and expected return time and date will be the basis for the advance. Where exact itinerary and costs are unknown, amounts of monies should be based upon prudent estimates. All advance requests must be approved by the supervisor and program director. If advance is for out of state or exceeds \$1,000 must be approved by the executive director. All advance requests must be to the fiscal office before Thursday of each week, before departure.

- a. All employees who receive a travel advance (per diem) are required to complete a travel claim form and submit all receipts within (5) five working days after travel is completed. Program Directors will be held responsible for obtaining claim forms. The Fiscal office must ascertain that all travel advances are accounted for promptly and appropriate documentation is received.
  - 1. Any unused portion of the travel advance (per diem) must be returned within five (5) days after completion of travel.

## **ARTICLE 11. PERFORMANCE EVALUATIONS**

### 11.01 Performance Evaluations.

Performance evaluations are generally completed on an annual basis. They provide a structured process in which employees develop professional goals and receive feedback on their job performance.<sup>xvi</sup>

- a. Written performance evaluations are signed by the employee and the supervisor conducting the evaluation, whereupon they become part of the employee's permanent record. A performance evaluation is in no way a promise of an increase in pay, though wage reviews may be held in conjunction with performance evaluations.
- b. Evaluation on Request. An employee may request a performance evaluation.
- c. Potential Effects of Evaluation. An evaluation may result in a promotion, reclassification, demotion, transfer, or termination, but need not result in any such action.

### 11.02. Record of Evaluation.

Community Action Team, Inc. shall maintain Performance Evaluations in employee personnel records, and shall consider such Evaluations in effecting personnel actions.

### 11.03. Discussion of Evaluations.

In all cases, the Performance Evaluation shall be discussed with the employee, and the employee shall be given a chance to comment or add a statement of an appropriate nature.

### 11.04. Promotion.

Promotions are possible as vacancies occur or new positions are established. A supervisor recommending an employee for promotion must recommend and substantiate that the employee is ready for increased responsibilities. The promotion must be based on previous high levels of performance, as well as the employee's previous ability to accept new and increased responsibilities. Promotions may not be made for the sake of longevity or merely to affect a change in title or compensation. In so far as possible and consistent with the current employee career development plan, promotions will be made from employees currently employed at Community Action Team, Inc. However, this does not indicate that a current employee will be promoted to a position if that position could be better filled with an applicant from outside the organization.

### 11.05. Reclassification.

A recommendation for an employee's reclassification shall be made on the basis of the employee's current job responsibilities. Reclassifications may be warranted if there have been significant changes in kind, difficulty, or responsibility of the work performed by the employee. A reclassification may warrant an upward or downward change in salary classification.

### 11.06. Transfer.

Employees who are interested in transferring to another program or job within their own program may apply for a transfer to an open position and compete with other applicants through the Agency's normal recruitment and selection procedures. If the internal employee is selected for the open position, the two Program Directors will come up with a transfer date that works for both programs.

11.07. Demotion.

An employee shall be subject to a demotion under the following conditions:

- a. Unsuitable performance. If the employee has been found unsuitable for the employee's position, but is expected to perform satisfactorily in a lesser position, or
- b. Reclassification. If the employee's position has been either abolished or reallocated to a lower classification and the employee cannot be transferred to a position of equal pay for which the employee is qualified.

11.08. Seniority.

Employment, promotion and demotion shall be on the basis of merit and efficiency. Where all factors considered are reasonably equal between Community Action Team, Inc. employees, the action shall be on the basis of seniority.

## **ARTICLE 12. SAFETY**

### 12.01. Commitment to Safety.

- a. Community Action Team, Inc. is committed to providing a safe and healthy work environment for its employees. Reasonable processes, actions, and training are undertaken by the Agency and its employees to foster safe and efficient operations.
- b. Community Action Team, Inc. employees' full cooperation and active participation in creating and maintaining a safe working environment is required. Awareness of risks and knowledge of correct safety procedures are keys to a successful safety program. Employees are expected to think "safety first", be aware of the dangers involved in the work they are performing, familiarize themselves with their surroundings, know and enforce all safety regulations, and be familiar with the location and contents of first aid kits and fire extinguishers.
- c. All Community Action Team, Inc. employees are expected to lead by example. While working quickly and efficiently, employees will not compromise the safety of themselves, co-workers, or the general public. Employees are expected to look for the safest, most efficient ways to perform their duties while adhering to Agency requirements; not engaging in horseplay; using proper ergonomic techniques; not taking chances or shortcuts; and getting help when needed. Attentiveness and situational awareness are critical to safe workmanship whether at the jobsite, on the road, or in the office.
- d. Readily available, fully equipped and up-to-date first aid kits appropriate for the ages served are maintained at each location and available on outings away from the site. Each kit is accessible to staff members at all times and is kept out of the reach of children.<sup>xvii</sup>
- e. All Community Action Team, Inc. employees are expected to adhere to appropriate guidelines regarding the administration, handling, and storage of medication, as necessary.<sup>xviii</sup>

### 12.02. Safety Committee.

- a. Made up of representatives from the various departments of the Agency, including both management and non-management employees, the Safety Committee makes recommendations to minimize workplace hazards and promote safe work practices. The Safety Committee holds regular meetings, maintains agendas and records of the proceedings, and posts those records at each work site.
- b. Among the responsibilities of the safety committee is the regular evaluation of Agency safety policies, procedures, vehicles, equipment, and facilities. This is accomplished through establishing, monitoring, investigating, and acting upon all safety related incidents, suggestions, procedures, and injury prevention programs. As a consequence of this work, the committee makes recommendations for corrective action to management, and strives to improve the safety culture of the Agency.

### 12.03. Accident/Incident Reporting.

- a. On-the-Job Employees shall verbally report to a member of the management team immediately all injuries requiring medical attention and/or basic first aid or incidences of property damage and may also be instructed to complete an internal Accident / Incident Report form to be submitted to the Human Resource Department. Furthermore, any employee who sustains an injury on the job that requires medical attention or is involved in an incident involving property damage may

be required to submit to a drug and alcohol test the same day of the accident or at the opening of the testing facility the next business day. Failure to submit to a drug and alcohol test will result in suspension or termination.

- b. Accident / Incident Reports will be reviewed and discussed by the Safety Committee to determine if any additional precautions might have prevented the injury. Employees are expected to cooperate during any such investigation. If, after investigation, management determines that a safety policy violation occurred, the Agency may take disciplinary action. If an incident is referred to the Safety Committee, management will take reasonable steps to protect the privacy of the individuals who were involved in the incident; to the extent privacy is possible under the circumstances.

12.04. On-the-Job Injuries.

- a. If an employee needs to see a doctor because of a work-related injury, the employee must complete the "worker" portion of a Report of Occupational Injury or Disease Form 801 as soon as is practical following the injury. The Human Resource department or the Supervisor can provide assistance in completing this form.
- b. If an injured employee's physician determines that the employee is unable to return to unmodified work for one or more calendar days, the employee should inform the physician that light/modified duty may be available. The employee should then ask his/her physician to complete a Work Release / Physical Capacities form. The employee is expected to report the physician's findings within one work day to their immediate supervisor and Human Resource Department. In cases of continuing treatment, the employee must request an updated Work Release / Physical Capacities form from his/her physician with each visit. Such forms should be returned to the Human Resource department within one work day. Upon release by the physician, the employee must report to work for the next scheduled shift, be it part time, light, modified, or regular duty.

## **ARTICLE 13. GRIEVANCES**

### 13.01. Whistleblowing.<sup>xix</sup>

In keeping with the policy of maintaining the highest standards of conduct and ethics, Community Action Team, Inc. will investigate complaints of suspected fraudulent or dishonest use or misuse of its resources or property by staff, board members, consultants, volunteers, or clients. To maintain the highest standards of service, Community Action Team, Inc. will also investigate complaints concerning its programs and services.

- a. Reporting Fraudulent or Dishonest Conduct. Staff, board members, consultants, volunteers, clients, and community members are encouraged to report suspected fraudulent or dishonest conduct or problems with services provided, pursuant to the procedures set forth below. This policy supplements, and does not replace, any procedures required by law, regulation, or funding source requirements. Reporting a concern about possible fraudulent or dishonest use or misuse of resources or property, or program operation, should be reported to the Human Resource Director or Executive Director.
- b. Investigation of Misconduct. An investigation will be opened as soon as reasonably possible on all relevant matters, will be promptly reviewed and analyzed, with documentation of the receipt, retention, investigation, and treatment of the complaint. Appropriate corrective action will be taken, if necessary, and findings may be communicated to the reporting person and his or her supervisor, if appropriate. Investigations may be conducted by independent persons such as auditors and/or attorneys. Investigators will endeavor to maintain appropriate confidentiality, but confidentiality is not guaranteed.
- c. Retaliation for Reporting Prohibited. Retaliation will not be tolerated. No director, officer, employee, volunteer, or client who in good faith reports suspected fraudulent or dishonest use or misuse of its resources or property or complaints concerning the services it provides and programs Community Action Team, Inc. runs shall suffer harassment, retaliation, or adverse employment or other consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower / Complaint Resolution Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization. The Policy is in addition to any non-retaliation requirements contained in the Community Action Team, Inc. Personnel Policies or required by law.
- d. This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors. Individuals making complaints must be cautious to avoid baseless allegations; employees who intentionally make false allegations are subject to disciplinary action for dishonesty in accordance with the Community Action Team, Inc. Personnel Policies.

### 13.02. Definition of Grievance.

A "grievance" is an unresolved problem, complaint, misunderstanding, injustice, or disagreement between two (2) or more employees relating to employment or work conditions. A grievance will be considered to exist when an unresolved problem, complaint, misunderstanding, or disagreement exists, a complaint relative to employment or working conditions, or belief that an injustice has been done. Grievances may result from 1) lack of agency or program policy; 2) policy that is deemed unfair; 3) deviation from or misinterpretation of policy; 4) disagreement with another employee or supervisor; 5) discretionary action of a Program Director in the application of the rules and regulations of the agency.

### 13.03. Philosophy Statement.

The Agency believes it is best to get questions, concerns, and problems resolved as quickly as possible. Work-related grievances voluntarily and promptly presented to a supervisor will be fairly reviewed. If an individual meeting with a supervisor does not yield satisfactory results, the employee may, but is not required to contact the Grievance Officer or the Executive Director to request a meeting with all parties. Upon consolidated review of the situation, the Executive Director will render a final decision.

Management has the duty and responsibility to resolve the causes of grievances. The grievance procedure should assure consideration of every grievance with a degree of promptness, sympathy, interest, understanding, fairness, and competence insuring the grievance has been treated fairly. The grievance procedure should be as simple as possible with settlement at the lowest possible level in the shortest possible time. The grievance procedure should be viewed as a means of improving agency operations and performance.

### 13.04. Freedom from Reprisal of Interference.

- a. Use of Grievance System Encouraged. An employee and the employee's representative must be free to use the system without fear of restraint, interference, coercion, discrimination, or reprisal.
- b. Interference Prohibited. An employee, whether acting in an official capacity for the Agency or on any other basis, must not interfere or attempt to interfere with another employee's exercise of that employee's rights under the terms and conditions of the grievance procedure.
- c. Reprisal or Retaliation Prohibited. Furthermore, no employee acting in an official or unofficial capacity shall take, or threaten to take, any act of reprisal against an employee because of exercising, or expressing an intention to exercise any rights to pursue a grievance.
- d. Effect of Retaliatory Activity. The Agency will take disciplinary action against any individual who engages in reprisal, retaliation, or coercion.

### 13.05. Employee Rights and Responsibilities.

- a. Duty to Address Concerns. All employees have the responsibility to address a concern when a problem becomes apparent in order to bring resolution in the timeliest manner.
- b. Right to Representation. An employee has the right to present an appeal or a grievance with or without representation. The employee also has the right to be accompanied, represented, and advised by a representative of the employee's choice after the first step of the proceeding has been completed.
- c. Right to Other Communication. This grievance procedure provides the opportunity for an employee to communicate and seek advice as needed.
- d. Right to Cancel Grievance. An employee has the right to cancel a grievance at any time and in any stage of the process without recrimination.
- e. Right to Present Witnesses and Evidence. An employee has the right to present evidence at any review of the employee's grievance file, which may include testimony of witnesses.

### 13.06. Confidentiality.

Confidentiality of the grievance shall be respected by all employees involved. This is in accordance with Community Action Team, Inc.'s policy for professional conduct, which is set forth in Section 4.07 of this manual.

### 13.07. Presentation of Grievances.

Employees shall have the right to present grievances individually, as a group, or through their designated representatives. In doing so, employees shall be free from restraint, interference, discrimination, and reprisal.

### 13.08. Steps to Take When Filing a Grievance.

#### Step 1- Informal Conference:

- a. Form of Grievance - Talk directly to the person with whom you have a complaint or who is responsible for the issues about which you have a complaint. State the problem and your desired and possible solution. If you are uncomfortable raising the issue with the person with whom you have a complaint or who is responsible for the issues, please discuss the issue with your supervisor or if not comfortable discussing with your supervisor, a different supervisor or proceed to Step 2 - Written Grievance.
- b. Resolution - If you are satisfied with the results of the conference, the matter is settled. A resolution will be put in writing and signed by both parties.
- c. Failure to Reach Resolution - If the informal conference fails to resolve the problem, go to Step 2.

#### Step 2 - Written Grievance:

- a. Time Limit - You must file a written grievance within 15 working days of the informal conference or as soon as reasonably practicable thereafter.
- b. Form of Grievance - Hand deliver or mail by certified mail your written grievance and any supporting data to your immediate supervisor. The written grievance should contain a description of the specific action or incident on which the grievance is based, possible solutions, and a brief summary of any previous attempts to resolve the grievance.
- c. Response by Supervisor - The supervisor has 10 working days to investigate the grievance and provide you with a written response. The supervisor should; a) acknowledge the complaint, b) attempt to resolve the grievance, and c) gather any additional information needed to make a decision.
- d. Resolution - The supervisor will document the agreed upon resolution for your review. Upon agreement between you and your supervisor, both you and the supervisor will sign the documentation. The Grievance File containing a copy of the written grievance and all other pertinent documents will be maintained at the Human Resource Department office.
- e. Failure to Reach Resolution - If the issues have not been satisfactorily resolved, go to Step 3.

#### Step 3 - Second Level Supervisor Review:

- a. Time Limit - When a grievance is not resolved after filing a written grievance with the immediate supervisor, the supervisor must refer your grievance to the next management level. This level would be the Program Director or, if the grievance is with the immediate supervisor and the Program Director is who handled Step 2 of the grievance then the level would be the Personnel Committee of the Board of Directors. The second-level supervisor has 10 working days to review the Grievance File, meet with you, and complete another resolution agreement.
- b. Resolution - If you accept the resolution, you and the second-level supervisor will sign the agreement. If you reject all or part of the resolution, you must indicate this rejection before signing.
- c. Failure to Reach Resolution - If the issues have not been satisfactorily resolved, the second-level supervisor will submit your Grievance File to the next management level. After review at the next management level, the File goes to Step 4.
- d. Child and Family Development Program Employee Grievances. A Grievance filed by Child and Family Development Program employees must be submitted by second-level management to the Child and Family Development Program Director and the Chairman of the Policy Council before it is submitted to the Grievance Officer of Community Action Team, Inc. The Child and Family Development Program Director and the Chairman of the Policy Council shall review the Grievance File and shall notify the Executive Director of the grievance. The Executive Director shall also review the Grievance File and shall discuss the file with the Board Executive Committee. If a discrepancy exists between the decisions of the Community Action Team, Inc. Board Executive Committee and the Policy Council, they must resolve it jointly.

Step 4 - Grievance Officer Review:

- a. Time Limit - The Executive Director must appoint a Grievance Officer, who will have 15 working days to review the Grievance File. A time extension of 5 working days will be permitted upon request.
- b. Resolution - The Grievance Officer must complete another resolution agreement. If you accept the resolution, you and the Grievance Officer will sign the agreement. If you reject all or part of the resolution, you must indicate this rejection before signing. If you are not satisfied with the resolution, the Grievance Officer will call a meeting of the Community Action Team, Inc. Board Executive Committee.

Step 5 - Community Action Team, Inc. Board Executive Committee:

- a. Time Limit - The Executive Committee has 20 working days to set a date to review your Grievance file and discuss it with you, and to make their decision. You may request a local Community Action Team, Inc. board member to accompany you to this Grievance review.
- b. Resolution - The Board Executive Committee's decision following its review of your file is a final decision on behalf of Community Action Team, Inc.

13.09. Grievance File.

- a. The grievance file/documentation will be maintained by the Human Resource Department office.
- b. Creation of Grievance File; Contents. When an employee substantiates a complaint in writing, the Human Resource Department Office must establish an Employee Grievance File, separate and

distinct from the employee's Official Personnel Folder. The Grievance File is the official record of the proceedings and must contain all documents related to the grievance including:

1. The written grievance with each endorsement;
  2. Records or copies of records;
  3. Statements of witnesses;
  4. Reports of any personal interviews or group meetings;
  5. The record of the Board Executive Committee hearing, if a hearing is held;
  6. The Board Executive Committee's report of findings and decisions; and
  7. A copy of the grievance decision.
- c. The grievance file shall be kept by the Human Resource Department for seven years.

## **ARTICLE 14. RESIGNATIONS AND TERMINATIONS**

### 14.01 Voluntary Resignation.

Voluntary Resignation. An employee who wishes to terminate employment with Community Action Team, Inc. is asked to submit a written resignation at least 14 calendar days in advance. In addition to a written resignation, Community Action Team, Inc. will deem the following situations voluntary terminations:

- a. **Absence with No Notice.** If you are absent from work for a period of two (2) successive working days without notice to your supervisor stating the reason for such absence and your intention to return.
- b. **Failure to Return from Leave.** If you fail to return from an approved leave of absence at the expiration of your leave.
- c. **Failure to Return from a Lay-off.** If you fail to return from a lay-off at the pre-determined date of return.

### 14.02 Involuntary Termination.

Community Action Team, Inc. is an at-will employer. That means any employee may end the employment relationship for any reason, at any time. Similarly, Community Action Team, Inc. may also terminate the employment relationship at any time, with or without notice, for any reason not prohibited by law.

- a. **Layoffs.** Layoffs made due to depletion of funds and/or a program ending will be considered a termination if the employee is laid off with no reasonable expectation that the employee will return to work. All benefits will end on the last day of the month worked, with the exception of COBRA; please contact the Community Action Team, Inc. Human Resource Department for more information regarding your COBRA benefits.
  1. Community Action Team, Inc. does not consider it a termination when Child and Family Development Program employees are laid off during school closure periods if those employees have a pre-determined date of return scheduled. These employees will continue to be eligible for benefits during the period they are laid off, based on the availability of funds.
  2. Community Action Team, Inc. does not consider it a termination when an employee is laid off but the employee returns to work within 35 days. All of the benefits for which the employee was eligible at the time the employee was laid off will continue intact.
- b. **Exit Interviews.** Exit interviews should be held with all terminating staff members.
- c. **Review of Termination Decisions.** An employee who is involuntarily terminated may ask the Executive Director to review the termination decision. The decision of the Executive Director will be final and binding.
  1. **Joint Resolution Committee.** In the event that the Head Start Policy Council and the Executive Director of Community Action Team, Inc. fail to reach a mutually satisfactory resolution of a dispute between the Executive Director and the Council on their own motions, a Joint Resolution Committee shall be convened.

#### 14.03 Corrective Action Policy.

The purpose of this policy is to establish rules pertaining to employee conduct and responsibilities. Corrective action may include oral warnings, written warnings, suspension, or immediate termination at the discretion of the Agency. Employees will generally be given the opportunity to correct their performance before discharge occurs, but the Agency reserves the right to terminate employment upon the first infraction depending on the circumstances of the situation. Factors to be considered are: gravity, type, number, and frequency of offenses. For serious offenses such as fighting, theft, gross safety violations, insubordination, threats of violence, the sale, possession, or use of drugs or alcohol on Community Action Team, Inc. property, sexual harassment, etc., termination may be the first and only corrective action taken. Any step or steps of the corrective action process may be skipped at the discretion of the Agency after investigation and analysis of the total situation, past practices, and circumstances.

- a. Unacceptable Behavior. The following is a list of behaviors that Community Action Team, Inc. considers unacceptable. Any employee found engaging in these behaviors will be subject to corrective action.
  1. Unacceptable behavior includes, but is not limited to: knowingly falsifying or authorizing the improper altering of a time sheet or Agency document; habitual tardiness; unexcused absence; leaving work during work time without management authorization; conduct that violates the Agency's policies against harassment or violence; intentionally or maliciously preventing others from completing their work; failure to meet productivity standards; violations of Community Action Team, Inc. policies; imperiling the safety of others; knowingly making false statements about a third person with the purpose or intent of harming that person; possession or consumption of controlled substances; using Community Action Team, Inc. funds to purchase alcohol; reporting for work in an intoxicated or impaired condition; fighting; dishonesty of any type; removal of another employee's property or Community Action Team, Inc. property without permission; willful destruction of property; insubordination (the refusal to obey any reasonable order given by an employee's supervisor or by any member of the management team); intentional misrepresentation in seeking employment; neglecting or abusing Community Action Team, Inc. equipment or tools; and unauthorized use of Community Action Team, Inc. property.
  2. Community Action Team, Inc. reserves the right to determine, at its discretion, what conduct is considered impermissible. The Agency will determine what the facts are, whether corrective action is warranted, how serious the infraction is, and what level of corrective action is appropriate. Notwithstanding all of the above and other oral or written statements, employees can be terminated at the Agency's discretion for any lawful reason. Similarly, employees may resign at their discretion. The above list merely provides examples of some of the types of conduct that may cause the Agency to exercise this right. Conduct protected by the National Labor Relations Act will not be construed as Unacceptable Behavior because such conduct does not violate any Agency Policy.
- b. Suspension. An employee may be placed on the following types of suspension at the discretion of the Agency.
  1. Investigative Suspension. An investigative suspension is a period during which an employee is temporarily relieved of his or her job duties with pay due to allegations of serious misconduct. The purpose of an investigative suspension is to permit the Agency to conduct a full and fair investigation into the allegations. If, after the investigation,

misconduct that violates Agency policy is sustained, the Agency will take appropriate disciplinary action up to, and including discharge. If misconduct is not sustained, or the alleged misconduct does not violate Agency policy, the employee shall return to work without any corrective action.

2. **Corrective Action Suspension.** A corrective action suspension is a period during which an employee is temporarily relieved of his or her job duties without pay because the Agency has determined, after investigation, that the employee has violated one or more Agency policies. Generally, a corrective action suspension will only occur in cases involving: 1) a single violation of Agency policy with serious legal or safety-related ramifications; or 2) continuous or repeat instances of minor policy violations. Corrective action suspension may be given in addition to the investigative suspension.
3. **Criminal History Registry Suspension.** Child and family Development staff are required to be currently registered with the State of Oregon Criminal History registry. If an employee fails to keep their registry current, the State will notify Community Action Team of their suspension from the workplace. Staff will be responsible for getting their registry reinstated. They are not able to work during this suspension period. They are allowed to use any paid Personal Leave during this time. If the suspension causes their hours to fall below the required hours for eligibility, their benefits will be terminated until their hours are met.

#### 14.04 Separation and Re-Employment.

- a. Employees who provide proper notice of resignation and are in good standing with satisfactory work performance may be eligible for re-employment. Re-employment is evaluated on a case-by-case basis. Managerial and supervisory-level employees are requested to give a minimum of one (1) month notice. Non-management staff are asked to provide a two (2) week notice. Community Action Team, Inc. may elect to accept an employee's resignation effective immediately.
- b. Employees may be terminated based upon policy violations, performance, or lack of funding. Employees may also be terminated for any reason not prohibited by law in accordance with the at-will statement in this Handbook. In some cases, termination of employment may involve the Head Start Policy Council.
- c. At the time of separation, an exit interview will be completed by their supervisor. All Agency assets such as cell phones, keys, tools, and Agency documents must be returned. Length of service credits, and Agency privileges end on the last day of employment. Benefits will end on the last day of the month following separation. Final paychecks are prepared within the time frame mandated by Oregon law.

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

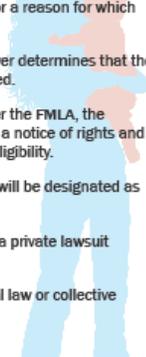
Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division





WH-1420 REV 04/16

**BUREAU OF LABOR AND INDUSTRIES**



# Oregon

# FAMILY LEAVE ACT

Brad Avakian, Commissioner



**NOTICE TO  
EMPLOYERS AND EMPLOYEES**

The Oregon Family Leave Act (OFLA) requires employers of 25 or more employees to provide eligible workers with protected leave to care for themselves or family members in cases of death, illness, injury, childbirth, adoption and foster placement. ORS 659A.150-659A.186

**When can an Employee take Family Leave?**

- Employees can take family leave for the following reasons:
- **Parental Leave** during the year following the birth of a child or adoption or foster placement of a child under 18, or a child 18 or older if incapable of self-care because of a mental or physical disability. Parental leave includes leave to effectuate the legal process required for foster placement or adoption.
  - **Serious health condition leave** for the employee’s own serious health condition, or to care for a spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent in law, parent of same-gender domestic partner, grandparent, grandchild, a person whom the employee is or was a relationship of in loco parentis, biological, adopted, foster or step child of an employee or the child of an employee’s same-gender domestic partner.
  - **Pregnancy disability leave** (a form of serious health condition leave) taken by a female employee for an incapacity related to pregnancy or childbirth, occurring before or after the birth of the child, or for prenatal care.
  - **Sick child leave** taken to care for an employee’s child with an illness or injury that requires home care but is not a serious health condition.
  - **Bereavement leave** to deal with the death of a family member.
  - **Oregon Military Family Leave** is taken by the spouse or same gender domestic partner of a service member who has been called to active duty or notified of an impending call to active duty or is on leave from active duty during a period of military conflict.

**Who is Eligible?**

To be eligible for leave, workers must be employed for the 180 day calendar period immediately preceding the leave and have worked at least an average of 25 hours per week during the 180-day period.

**Exception 1:** For parental leave, workers are eligible after being employed for 180 calendar days, without regard to the number of hours worked.

**Exception 2:** For Oregon Military Family Leave, workers are eligible if they have worked at least an average of 20 hours per week, without regard to the duration of employment.

**Exception 3:** For compensable Workers Compensation injuries, for certain Workers Compensation injuries involving denied and then accepted claims and for certain accepted claims involving more than one employer.

**Exception 4:** When an employee is caring for a family member with a serious health condition and the same family member dies, the employee need not requalify with the 25 hour per week average to be eligible for bereavement leave.

**How much Leave can an Employee take?**

- Employees are generally entitled to a maximum of 12 weeks of family leave within the employer’s 12-month leave year.
- A woman using pregnancy disability leave is entitled to 12 additional weeks of leave in the same leave year for any qualifying OFLA purpose.
- A man or woman using a full 12 weeks of parental leave is entitled to take up to 12 additional weeks for the purpose of sick child leave.
- Employees are entitled to 2 weeks of bereavement leave to be taken within 60 days of the notice of the death of a covered family member.
- A spouse or same gender domestic partner of a service member is entitled to a total of 14 days of leave per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment and when the military spouse is on leave from deployment.

**What Notice is Required?**

Employees may be required to give 30 days notice in advance of leave, unless the leave is taken for an emergency. Employers may require that notice is given in writing. In an emergency, employees must give verbal notice within 24 hours of starting a leave.

**Is Family Leave paid or unpaid? Benefits?**

- Although Family Leave is unpaid, employees are entitled to use any accrued paid vacation, sick or other paid leave.
- Employees are entitled to group health insurance benefits during family leave as if they continued working.

**How is an Employee’s job Protected?**

Employers must return employees to their former jobs or to equivalent jobs if the former position no longer exists. However, employees on OFLA leave are still subject to nondiscriminatory employment actions such as layoff or discipline that would have been taken without regard to the employee’s leave.

**FOR ADDITIONAL INFORMATION:**

Employer Assistance . . . 971-673-0824	BOLI
Portland . . . . . 971-673-0761	Civil Rights Division
Eugene . . . . . 541-686-7623	800 NE Oregon, #1045
Salem . . . . . 503-378-3292	Portland, OR 97232

[www.oregon.gov/BOLI](http://www.oregon.gov/BOLI)

**Employees who have been denied available leave, disciplined or retaliated against for requesting or taking leave, or have been denied reinstatement to the same or equivalent position when they returned from leave, may file a complaint with BOLI’s Civil Rights Division.**

This is a summary of laws relating to Oregon Family Leave Act. It is not a complete text of the law. January 2016

**THIS INFORMATION MUST BE POSTED IN A CONSPICUOUS LOCATION**

**Oregon Sick Leave Policy**  
**For Benefited Employees**  
**Effective 1/1/2016**

Community Action Team, Inc. provides eligible employees with sick leave in accordance with the Oregon Paid Sick Leave law and administrative rules.

**Eligibility for Sick Leave:**

Part-time, full-time, hourly, salaried, exempt and non-exempt employees are eligible for sick leave effective January 1, 2016. Sick leave runs concurrently with Oregon Family Medical leave, federal Family and Medical leave and other leave where allowed by law.

**Front Load Sick Leave:**

All regular employees eligible for Community Action Team, Inc. benefits will have 40 hours of sick leave front-loaded to their sick leave bank on January 1, 2016, and every January 1 of each subsequent year.

**Use of Sick Leave:**

Employees may use accrued sick leave for the following reasons:

1. For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits;
  - "Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon –registered same-gender domestic partner, and the domestic-partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological, adoptive or foster parent or child.
2. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law.
3. If the employee's place of business is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency.
4. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member; or
5. If Community Action Team, Inc. is required by law to exclude the employee from work for health reasons.
6. For any purpose allowed by the Oregon Family Leave Act, including bereavement.
7. Donation of sick time to another employee is not allowed from the Sick Leave bank.

Employees may use sick time to cover all or part of a shift, and in 15 minute increments. Unless otherwise allowed by Community Action Team, Inc. policy, employees absent from work for a qualifying reason must use sick time hours for that reason and on each subsequent day of absence until all sick time has been used, and before any Personal Leave is used. Employees may not use accrued sick leave to increase or be paid more than their regularly scheduled hours.

1. A benefited employee may begin to use accrued sick leave on the 1<sup>st</sup> of the month following 60 days of employment.

Employees are not required to find another employee to cover their shift when using sick leave.

**Carryover of Unused Sick Leave:**

Benefited employees will be allowed to carryover the balance of their accrued, unused sick leave, up to a maximum of 40 hours, to their Personal Leave bank on December 31 of each year if still employed by Community Action Team, Inc.

**Payment of Sick Leave:**

Employees using sick time pursuant to this policy will be paid for sick time at the base rate of pay the employee would have earned during the leave or scheduled shift. Employees will not be paid for lost overtime. Generally sick time pay will be included in the paycheck for the next payroll period after sick time is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined above. Sick time is meant to be used or carried over; any unused sick time will not be cashed out, including upon separation from employment. A report of sick time accrued and used will be provided to employees at least quarterly.

**Employee Notice of Time Off for Use of Sick Leave:**

**Foreseeable:**

Employees must notify their supervisor and Human Resource Department for any foreseeable, planned sick leave at least 10 days prior to the date the leave will begin or as soon as practicable, by submitting an Employee Leave Request form. Employees must also make a reasonable effort to schedule sick time in a manner that only minimally disrupts the business operations. Employees must notify their supervisor and Human Resource Department of any change in the expected duration of sick leave as soon as is practicable.

**Unforeseeable:**

When the need for leave is unforeseeable, employees must contact their supervisors before the start of their scheduled work shift or as soon as practicable, and must submit an Employee Leave Request form to the Human Resource Department within three days of returning to work. Employees must also abide by any department call-in rules. The consequences for failing to provide proper notice or to make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the business and operations are that Community Action Team, Inc. may deny the use and legal protections of sick time.

**Sick Leave Documentation:**

If an employee takes more than three consecutively scheduled workdays as sick leave, Community Action Team, Inc. may require reasonable documentation showing the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking. If Community Action Team, Inc. suspects sick time abuse, including but not limited to repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacations and paydays, Community Action Team, Inc. may require documentation from a healthcare provider on a more frequent basis.

**No Discrimination or Retaliation for Use of Sick Leave:**

Community Action Team, Inc. will not take retaliatory personnel action or discriminate against employees for using or requesting protected sick time. Employees are encouraged to discuss concerns regarding sick time with their supervisor or Human Resource Department.

**Termination/Rehire Effect on Sick Leave:**

Unused sick leave will not be cashed out to an employee upon separation/termination of employment.

If an employee is re-hired within 180 days of separation /termination by Community Action Team, Inc., any unused accrued sick leave the employee had when the employee left employment, must be restored to the employee and available for use on the first of the month following 60 days of employment.

**Oregon Sick Leave Policy  
For Non-Benefited Employees**

**Effective 1/1/2016**

Community Action Team, Inc. provides eligible employees with sick leave in accordance with the Oregon Paid Sick leave law and administrative rules.

**Eligibility for Sick Leave:**

Part-time, full-time, hourly, salaried, temporary, exempt and non-exempt employees are eligible for sick leave effective January 1, 2016. Sick leave runs concurrently with Oregon Family Medical leave, federal Family and Medical leave and other leave where allowed by law.

**Accrual/Carryover of Sick Leave:**

1. All non-benefited employees (not eligible for benefits) beginning January 1, 2016 will begin accruing paid sick time, or at the outset of their employment, whichever is later, at a rate of one hour of paid sick time for every 30 hours of work performed. Employees on the accrual method may accrue up to a maximum of 40 hours of sick time in a calendar year.
  - a. Employees not eligible for benefits may carryover up to a maximum of 40 hours of accrued and unused sick leave for use in a subsequent calendar year, but may use only 40 hours of sick leave each calendar year.
  - b. The accrual of sick leave is capped at 80 hours

**Use of Sick Leave:**

Employees may use accrued sick leave for the following reasons:

1. For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits;
  - a. "Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon –registered same-gender domestic partner, and the domestic-partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological, adoptive or foster parent or child.
2. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law ;
3. If the employee's place of business is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency.
4. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member; or

5. If Community Action Team, Inc. is required by law to exclude the employee from work for health reasons.
6. For any purpose allowed by the Oregon Family Leave Act, including bereavement.

Employees may use sick time to cover all or part of a shift, and in 15 minute increments. Unless otherwise allowed by Community Action Team, Inc. policy, employees absent from work for a qualifying reason must use sick time hours for that reason and on each subsequent day of absence until all sick time has been used. Employees may not use accrued sick leave to increase or be paid more than their regularly scheduled hours.

1. Non-benefited employees may begin to use accrued sick leave on the 91<sup>st</sup> day of employment.

Employees are not required to find another employee to cover their shift when using sick leave.

**Payment of Sick Leave:**

Employees using sick time pursuant to this policy will be paid for sick time at the base rate of pay the employee would have earned during the leave or scheduled shift. Employees will not be paid for lost overtime. Generally sick time pay will be included in the paycheck for the next payroll period after sick time is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined above. Sick time is meant to be used or carried over; any unused sick time will not be cashed out, including upon separation from employment. A report of sick time accrued and used will be provided to employees at least quarterly.

**Employee Notice of Time off for Sick Leave:**

**Foreseeable:**

Employees must notify their supervisor and Human Resource Department for any foreseeable, planned sick leave at least 10 days prior to the date the leave will begin or as soon as practicable, by submitting an Employee Leave Request form. Employees must also make a reasonable effort to schedule sick time in a manner that only minimally disrupts the business operations. Employees must notify their supervisor and Human Resource Department of any change in the expected duration of sick leave as soon as is practicable.

**Unforeseeable:**

When the need for leave is unforeseeable, employees must contact their supervisors before the start of their scheduled work shift or as soon as practicable, and must submit an Employee Leave Request form to the Human Resource Department within three days of returning to work. Employees must also abide by any department call-in rules. The consequences for failing to provide proper notice or to make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the business and operations are that Community Action Team, Inc. may deny the use and legal protections of sick time.

**Sick Leave Documentation:**

If an employee takes more than three consecutively scheduled workdays as sick leave, Community Action Team, Inc. may require reasonable documentation showing the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking. If Community Action Team, Inc. suspects sick time abuse, including but not limited to repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacations and paydays, Community Action Team, Inc. may require documentation from a healthcare provider on a more frequent basis.

### **No Discrimination or Retaliation for Use of Sick Leave:**

Community Action Team, Inc. will not take retaliatory personnel action or discriminate against employees for using or requesting protected sick time. Employees are encouraged to discuss concerns regarding sick time with their supervisor or Human Resource Department.

### **Termination/Rehire/Benefit Status Effect on Sick Leave:**

Unused sick leave will not be cashed out to an employee upon separation/termination of employment.

If an employee is re-hired within 180 days of separation /termination by Community Action Team, Inc., any unused accrued sick leave the employee had when the employee left employment, must be restored to the employee and available for use after the combined total of days of employment with the employer total 90 days.

If a non-benefited employee becomes a benefited employee, the employee will be allowed to carryover their unused sick leave up to a maximum of 40 hours to the date benefits became effective. If the total accrual in the current calendar year is less than 40 hours, the sick leave will be increased as necessary to meet the 40 hour front load of accrued sick leave as is the same for all benefited employees.

1. Employees do not accrue sick leave while on a leave of absence.
2. Employees may begin using accrued sick leave upon completion of 90 days of service. When the need for sick leave is foreseeable, employees must make a reasonable attempt to schedule the time off in a manner that does not unduly disrupt Community Action Team, Inc.'s operations. Employees should provide 10 days' advance notice to their supervisors and include: (1) the reason for time off; and (2) the anticipated duration (if known).
3. When the need for sick leave is not foreseeable, employees must follow the notification procedures outlined in the Attendance policy. Employees who do not have enough sick time to cover necessary time off may use accrued vacation time, personal hours, or take time off without pay, with prior approval from their supervisors.
4. Community Action Team, Inc. reserves the right to request verification from a health care provider if an employee takes more than 3 consecutive scheduled workdays of paid sick time or if abuse of this policy is suspected. The Agency will pay all reasonable costs for providing any required verification (including lost wages) that are not paid under a health benefit plan. All health information received by Community Action Team, Inc. will be treated as confidential and will not be released without the employee's permission.
5. Absences covered by sick leave are excused and will not be treated as a negative mark on the employee's attendance record. Absences in excess of the employee's sick leave bank may not be excused and could be subject to disciplinary action.



**REQUIREMENTS OF OREGON'S SICK TIME LAW**

Effective January 1, 2016, employers that employ employees in the state of Oregon are required to implement sick time policies and provide sick time to employees. Employers are also required to provide employees with a notice of the law's provisions. This notice is intended to summarize the major provisions of the law, but should not be relied upon as a full and complete summary of the law. The full text of the law and administrative rules adopted by the bureau are available at [www.oregon.gov/boli](http://www.oregon.gov/boli).

**How much sick time does the law require?** Employees begin accruing sick time on the first day of employment and earn one (1) hour of sick time for every 30 hours worked or 1 1/3 hours for every 40 hours worked. Employees may use accrued sick time on the 91<sup>st</sup> calendar day of employment and may use sick time as it is accrued. Employers may choose to simply give employees ("front load") 40 hours of sick time at the beginning of the year rather than track the number of sick time hours accrued. Employers may also select the 12-month period to be used as the designated "year", e.g., calendar year, fiscal year, employee anniversary date, etc. Employees may carry over up to 40 hours of unused sick time from one year to the next; however, employers may adopt policies that limit employees to accruing no more than 80 hours of sick time or using no more than 40 hours of sick time in a year. Paid time off (PTO) policies that include time off for other purposes (such as vacation and other personal time off) comply with the sick time law as long as the policy is substantially equivalent to or more generous than the requirements of the law. Employees must use accrued sick time in hourly increments unless to do so would pose an undue hardship to the employer, in which case the employer may require sick time to be taken in minimum increments of four hours if the employer allows employees to use at least 56 hours of paid leave per year.

**When must sick time be paid?** Employers with 10 or more employees (6 or more in Portland) in the state must pay employees for sick time taken at the employee's regular rate of pay. All other employers must provide unpaid sick time. The number of all employees employed by the employer in Oregon must be counted – including full-time, part-time and temporary employees.

**Notices and Verification:** In addition to providing a notice to employees of the requirements of the law, employers are required to provide quarterly notifications to employees of the amounts of accrued and unused sick time. Employers may require employees to provide notices, verifications and certifications for using sick time under certain circumstances. For example, if the need for sick time is foreseeable, employers may require employees to provide up to 10-days' notice of the need to use sick time. Refer to the law and rules for more information.

**Discrimination/Retaliation Prohibited:** It is unlawful for an employer to deny, interfere with, restrain or fail to pay for sick time to which an employee is entitled; or retaliate or in any way discriminate against an employee because the employee has inquired about the provisions of the law, submitted a request for or taken sick time. Complaints may be filed with the Bureau of Labor and Industries.

**Collective Bargaining Agreement Exception:** The sick time law does not apply to certain employees who are covered by a collective bargaining agreement, employed through a hiring hall and whose benefits are provided by a joint multi-employer-employee trust or benefit plan.

**For what purposes may sick time be used?** Employees are entitled to use sick time for the following purposes:

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent for proceedings related to domestic violence, harassment, sexual assault, or stalking.
- To seek medical treatment, recover from injuries, or obtain services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies.

Provision of this notice to employees complies with the requirement in the sick time law for employers to provide written notice of the requirements of the law to employees.

For more information, visit our website at [www.oregon.gov/boli](http://www.oregon.gov/boli), or contact us at 971-673-0761 or [mailb@boli.state.or.us](mailto:mailb@boli.state.or.us).

## REFERENCES

- 
- i Head Start Program Performance Standards 1302.90(a)
  - ii Office of Community Services CSBG Standards 7.1
  - iii Office of Community Services CSBG Standards 7.2
  - iv Uniform Guidance 2 CFR Part 200.318
  - v Head Start Program Performance Standards 1302.94(a-b)
  - vi Head Start Program Performance Standards 1302.90(b)
  - vii Head Start Program Performance Standards 1302.93(a)
  - viii Improving Head Start for School Readiness Act of 2007 Sec. 656
  - ix Head Start Program Performance Standards 1301.3(b)(2)
  - x Improving Head Start for School Readiness Act of 2007 Sec. 653
  - xi Office of Community Services CSBG Standards 7.9
  - xii Office of Community Services CSBG Standards 7.8
  - xiii Head Start Program Performance Standards 1302.92(a)
  - xiv Head Start Program Performance Standards 1302.92(b)
  - xv Head Start Program Performance Standards 1302.92(c)
  - xvi Office of Community Services CSBG Standards 7.6
  - xvii Head Start Program Performance Standards 1302.47(b)(1)
  - xviii Head Start Program Performance Standards 1302.47(b)(7)
  - xix Office of Community Services CSBG Standards 7.7

**ACKNOWLEDGEMENT OF RECEIPT**

**RECEIPT OF EMPLOYEE HANDBOOK**

I acknowledge that I have received a copy of the *Community Action Team, Inc. Personnel Policies Handbook*, which is effective [redacted], and that I have been given adequate opportunity to read it. I further acknowledge that I have been given an opportunity to ask questions about any terms or conditions that I do not understand and I acknowledge that Community Action Team, Inc. has responded to my questions. If I have any questions about Agency policies and procedures in the future, I understand that I should consult my supervisor.

I understand that Community Action Team, Inc. reserves all rights necessary to the efficient and orderly management of its business and that the Handbook is intended to be a guideline to its practices, **not** a contract. This Handbook and policies are only a statement of Community Action Team, Inc. regulation, which from time to time can be changed, amended or disregarded when, in the opinion of the Executive Director, circumstances so require for the management of Agency business.

(initials \_\_\_\_\_)

**AT-WILL EMPLOYMENT**

I understand that the *Community Action Team, Inc. Personnel Policies Handbook* is not a contract of employment and does not confer contractual rights. Nothing in this Handbook should be construed as a guarantee of continued employment. I recognize that my employment is at-will and may be terminated with or without notice, at any time, for any reason not prohibited by law, at the discretion of either Community Action Team, Inc. or myself.

I understand that no manager, supervisor, or employee of Community Action Team, Inc. has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the Executive Director of Community Action Team, Inc. has the authority to make any such agreement and then only in writing.

(initials \_\_\_\_\_)

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**Signature**

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**Print Name**

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**Date**