

# HOUR EXCHANGE PORTLAND

## Personnel Handbook

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|--|----|
| Table of Contents.....                                       | 1  |
| Introduction.....  | 3  |
| Welcome Message.....   | 3  |
| Purpose of this Handbook.....                                | 4  |
| Review and Amendment.....                                    | 4  |
| Mission Statement.....                                       | 5  |
| Vision and Core Values.....                                  | 5  |
| The Work Environment.....                                    | 5  |
| Statement of Commitment to EEO.....                          | 5  |
| Statement of Affirmative Action.....                         | 5  |
| Sexual Harassment/Harassment.....                            | 5  |
| Smoking.....   | 6  |
| Workplace Solicitation and Distribution of Literature.....   | 6  |
| Driver's License and Driving Record.....                     | 6  |
| Drug and Alcohol Policy.....                                 | 6  |
| Employee Arrest.....   | 7  |
| Political Activities.....                                    | 7  |
| Conflict of Interest.....                                    | 8  |
| Getting Started.....   | 9  |
| Employee Responsibilities.....                               | 10 |
| Code of Conduct.....   | 10 |
| Immigration Law Compliance.....                              | 10 |
| Introductory Period.....                                     | 11 |
| Work Hours/Meal and Rest Breaks.....                         | 11 |
| Summer Fridays.....  | 12 |
| Personal Appearance.....                                     | 12 |
| Internet and Email.....                                      | 12 |
| Personal Property, Use of Space & Common Area Courtesy... .. | 12 |
| Recycling/Office Green.....                                  | 13 |
| Phone Usage/Fax.....   | 13 |
| On the Job.....  | 14 |
| Attendance and Punctuality.....                              | 14 |
| Personnel Records.....                                       | 14 |
| Confidentiality as a General Rule.....                       | 15 |
| Whistleblowers Protection Act.....                           | 15 |
| Safety.....  | 15 |
| Health.....  | 16 |
| Disability Accommodation.....                                | 16 |
| Disclosure of Medical Records.....                           | 16 |
| Fit for Duty.....  | 16 |
| Life Threatening Illnesses.....                              | 16 |
| Fire and Emergency Procedures.....                           | 17 |
| Travel.....  | 17 |
| Transportation by Carrier.....                               | 17 |
| Transportation by Private or TB Vehicle.....                 | 18 |
| Payment of Meals.....  | 18 |
| Payment of Lodging.....                                      | 18 |
| Reimbursement Authorization.....                             | 18 |
| Other Expenses.....  | 19 |

|   |    |
|---|----|
| Travel Advances.....  | 19 |
| Expense Reporting and Credit Cards.....                         | 19 |
| Compensation.....   | 20 |
| Pay Schedules.....  | 20 |
| Payroll Deductions.....   | 20 |
| Direct Deposit.....   | 20 |
| Pay Increases.....  | 21 |
| Garnishments.....   | 21 |
| Workers Compensation.....                                       | 21 |
| Unemployment Compensation.....                                  | 22 |
| Time-Off.....   | 23 |
| Vacation.....   | 23 |
| Sick Leave.....   | 23 |
| Personal Days.....  | 24 |
| Holidays.....   | 24 |
| Family/Medical Leave.....                                       | 24 |
| Bereavement Time.....   | 26 |
| Court Leave/Jury Duty.....                                      | 27 |
| Military Leave.....   | 27 |
| Other Leave of Absence.....                                     | 27 |
| Office Closures for Inclement Weather.....                      | 27 |
| Leave for Victims of Domestic Violence.....                     | 28 |
| Employee Benefits, Programs and Services.....                   | 29 |
| Health Insurance.....   | 29 |
| Dental Insurance.....   | 29 |
| Life Insurance.....   | 29 |
| COBRA.....  | 29 |
| Personal Growth Leave.....                                      | 30 |
| Professional Development.....                                   | 31 |
| Training.....   | 31 |
| New Employee Orientation.....                                   | 31 |
| Meetings and Conferences.....                                   | 31 |
| Educational Leave.....  | 31 |
| Community Activities.....                                       | 31 |
| Employee Relations.....   | 32 |
| Performance Reviews.....  | 32 |
| Employee Communications.....                                    | 32 |
| Resolving Problems.....   | 33 |
| Grievance/Suggestions.....                                      | 33 |
| Examples of Prohibited Conduct Subject to Corrective Action.... | 34 |
| Corrective Action and Discipline.....                           | 35 |
| Verbal Corrective Action.....                                   | 35 |
| Written Corrective Action.....                                  | 35 |
| Dismissal.....  | 35 |
| Appeal.....   | 35 |
| Leaving Portland Time Bank.....                                 | 36 |
| Separation Procedures: Resignation, Retirement, Termination.... | 36 |
| Employment Handbook Signature Page.....                         | 37 |
| Recruitment.....  | 38 |

# Introduction

## Welcome Message

We welcome you to Hour Exchange Portland (HEP). You join a cadre of professional, highly committed members of the HEP team, people who are passionate about Time Banking and the benefits it affords the community. While we are first and foremost all about community building and strengthening at Hour Exchange Portland and, certainly, all the fun and satisfaction that goes with it, we must acknowledge that as a company, we are primarily concerned that employees perform, behave and work in a way that is conducive to program achievement, efficient in the use of time, and professional, respectful, and collaborative on a day to day basis.

This handbook is provided to both full-time and part-time employees of Hour Exchange Portland as a guide to our organization's rules, regulations, and benefits. The information contained within is not intended to imply a contractual relationship, nor is it intended to create any legally enforceable obligations on the part of Hour Exchange Portland, its officers, directors and employees. All employees of Hour Exchange Portland are employees at will. No person can change his or her at will status except through a written document signed by the Executive Director.

Whether you are new to the organization or have been with Hour Exchange Portland for a long time, you should read this guide thoroughly and keep it handy for reference. It will answer many questions about your employment with Hour Exchange Portland, including your responsibilities as an employee and our expectations of you. If you have questions about information contained in this handbook, or if you want to make sure you understand how a specific policy applies to you, please check with your immediate supervisor.

## Purpose of this Manual

This manual has been prepared to inform you about Hour Exchange Portland philosophy, employment practices, and policies, as well as the benefits provided to you as a valued employee and the conduct expected from you.

No employee manual can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We ask that you read this manual carefully, and refer to it whenever questions arise. Hour Exchange Portland policies, benefits and rules, as explained in this manual may be changed from time to time as business, employment legislation, and economic conditions dictate. If and when provisions are changed, we will notify you immediately.

The policies in this manual are guidelines. Should any provisions in this manual be found unenforceable and invalid, such finding does not invalidate the entire Employee manual, but only the subject provision.

## Review and Amendment

The Hour Exchange Portland Board of Directors shall review these policies on an as-needed basis. A two thirds (2/3) vote of the Hour Exchange Portland Board of Directors, present at a regularly scheduled meeting, shall be needed to amend these policies.

The Board encourages staff participation and input into the review and development of these

policies and welcomes suggestions and ideas. Proposed changes shall be written in draft form and then presented to the Executive Director who will then present them to the board of Directors. Approved changes will be forwarded to Hour Exchange Portland staff for additional review and comment. The Executive Director will present the recommendations to the Board of Directors for final approval.

## **Mission**

Hour Exchange Portland is a service exchange based on Time Dollars, the currency of equality that empowers individuals to utilize their assets, to enhance their lives, neighborhood and community.

## **Vision and Core Values**

We Believe: One day there will be a world where any person willing to devote his or her time and capacity to helping others, to restoring the ecology or to redressing injustice will be able to survive, to develop and to enjoy full social, economic, political and civic empowerment.

Hour Exchange Portland's Core Values

**Assets:** *We are all assets.*

Every human being has something of value to contribute.

**Equality:** *The heart of a Time Dollar is equality.*

One hour of service equals one credit, regardless of the service and all people are valued equally.

**Reciprocity:** *Helping works better as a two way street.*

The question: "How can I help you?" needs to change so we ask: "How can we help each other build the world we both will live in?"

**Redefining Work:** *Some work is beyond price.*

Work must be redefined to include whatever it takes to revitalize neighborhoods and families, to make democracy work and to advance social justice. This kind of work needs to be honored, recorded and rewarded.

**Social Networks:** *We need each other.*

Networks are stronger than individuals. People help each other build communities of support, strength and trusting relationships.

**Respect:** *Everyone matters.*

We must respect where people are in the moment, not where we hope they will be at some future point.

# The Work Environment

A pleasant and productive work atmosphere provides each employee with an equal opportunity to contribute his or her best. We want to ensure a professional and businesslike work environment that is free of any disruption and harassment that is unimpaired by substance abuse, and where all employees observe the highest ethical standards.

## **Statement of Commitment to Equal Employment Opportunity**

Hour Exchange Portland is fully committed to providing equal opportunities for all of its employees, regardless of age, ancestry, creed, ethnicity, gender, marital status, medical disability, mental disability, national origin, physical disability, race, religion, sexual orientation, veteran status, or any other status protected by law. In every aspect of employment, Hour Exchange Portland evaluates all employees and applicants on the basis of their merit and the needs of the organization. Hour Exchange Portland does not discriminate in any of its practices, and will not tolerate discrimination from any of its employees or representatives.

## **Statement of Affirmative Action**

Hour Exchange Portland is dedicated to using Affirmative Action to employ and advance minorities, women and disabled persons. Hour Exchange Portland is resolved to take positive action, which will contribute to furtherance of the spirit and intent of federal, state and local legislation. Hour Exchange Portland views its Affirmative Action program as a results-oriented program designed to enhance opportunities for minorities, women and disabled persons. Our goal is to have our workforce reflect the community in which we are located and to which we serve.

## **Sexual Harassment/Harassment**

Hour Exchange Portland believes that individuals should be treated with respect and equality. Sexual harassment undermines our fundamental values and will not be tolerated. Sexual harassment can consist of unwelcome sexual advances, requests for sexual favors, inappropriate physical or verbal conduct, communication in a sexual nature, or other actions which undermine the trust valued by Hour Exchange Portland and its members.

Hour Exchange Portland takes all reports of sexual harassment seriously, and will pursue an investigation of such charges with confidentiality and speed. Any employee, client or person officially connected to Hour Exchange Portland who believes they have been subjected to sexual harassment by another employee, client or person officially connected to Hour Exchange Portland should talk to either their supervisor or directly to the Executive Director.

Any allegations of sexual harassment will be thoroughly investigated, and if the allegations are found to have merit, then appropriate disciplinary action will be placed upon the individual accused of harassment, up to and including termination of employment, termination from program and/or termination from any official connection to Hour Exchange Portland. Employees who raise concerns related to the discrimination or harassment may do so without fear of reprisal, criticism, or adverse consequences.

As outlined in the EEOC and the Maine Human Rights Act, sexual harassment includes the following and is not permitted:

- Repeated unwanted sexual flirtations, advances or propositions;
- Jokes, profanity, derogatory, or demeaning comments about a person or his/her appearance, or vulgar remarks directed at a person or members of a specific group;
- Any offensive physical contact, including physical assault and unwanted touching, hugging or kissing;
- Displays of degrading, obscene, or sexually-oriented photographs, posters, cartoons or objects;
- Promising or granting preferential treatment to an employee for submitting to sexual conduct; and
- Subjecting or threatening an employee with unwelcome sexual attention or intentionally making a performance of the employee's job more difficult because of his/her sex.

## **Smoking**

Smoking is prohibited in all Hour Exchange Portland facilities, vehicles, and agency-sponsored functions.

## **Workplace Solicitation & Distribution of Literature**

To avoid unnecessary disruptions in the operations of the office, to protect employees from undue interference in their work activities, and to prevent the annoyance of members, Hour Exchange Portland restricts oral solicitation and the distribution of written materials that fall outside the primary mission and activities of Hour Exchange Portland and the services of our members.

## **Driver's License & Driving Record**

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license, insurance policy, and a driving record acceptable to our insurer. Any changes in your driving record must be reported to the personnel department immediately. Failure to do so may result in disciplinary action, including possible dismissal.

## **Drug and Alcohol Policy**

Hour Exchange Portland's most valuable resource is its employees, and their health and safety is a primary concern. Hour Exchange Portland is aware of its responsibility to the public and its employees. Our goal is to establish and maintain a work environment that is free from the adverse effects of drugs and alcohol.

Whenever possible, Hour Exchange Portland will assist employees in overcoming drug or alcohol problems. Voluntary participation in a drug rehabilitation or outpatient drug treatment will not involve disciplinary action of any kind by Hour Exchange Portland. Of course, voluntary participation will not prevent Hour Exchange Portland from taking disciplinary action in any situation where discipline is warranted.

Hour Exchange Portland adheres to drug and alcohol policy to:

1. Establish and maintain a safe environment for all employees and clients.
2. Eliminate the risk of accidental injury to people or property.
3. Provide assistance toward rehabilitation for any employee who seeks Hour Exchange Portland's assistance in overcoming any drug and alcohol problems.

4. Reduce absenteeism, tardiness and poor job performance.
5. Ensure the reputation of Hour Exchange Portland and its employees.
6. Comply with the Drug Free Workplace Act of 1988.

As a condition of employment, each employee will abide by the terms of this policy.

## **Employee Arrest**

If an employee is arrested or charged with committing a crime, they should weigh the significance of reporting the arrest to their Executive Director. The Executive Director shall consider the gravity of the pending charges in relation to the employee's position. After assessment of the impact of such charges on program operations, and on an individual's ability to perform their duties, it may be necessary for the Executive Director to take some action prior to the decision of the case in order to protect the program as well as other employees. Such action may include: reassignment of the employee to other duties, suspension with or without pay, or termination.

## **Political Activities**

- **Prohibited Activities:**

It is prohibited to use the position, authority, or influence with Hour Exchange Portland for the purpose of interfering with or affecting the result of a partisan election or an individual's nomination for a public office.

It is prohibited to directly or indirectly coerce, command, or advise an employee or any other person subject to these regulations to pay, lend, or contribute personal services to a party, committee, organization, agency or person for political purposes

It is prohibited to use Hour Exchange Portland funds for any partisan political purposes or to influence any election for public or party office.

It is prohibited to use an agency function on behalf of promoting a political purpose.

- **Permitted Activities Include:**

May register to vote

May publicly express opinions on political subjects and candidates

May take an active part in political management and political campaign

May make voluntary contributions of money to a political campaign or party

May attend political meetings and rallies

May wear badges or buttons

May display a political sticker on the employee's private automobile

May hold elective office, which does not constitute a conflict of interest with HEP purposes.

## **Conflict of Interest**

No board member or former board member may apply for a position or be hired within the agency until at least one (1) full year has elapsed since that member last served on the Board of Directors of Hour Exchange Portland. No current employee of Hour Exchange Portland may serve as a member of the Board of Directors of Hour Exchange Portland or of any delegate agency Board of Directors. No former employee may serve on the Board of Directors until at least one (1) full year has elapsed.

# Getting Started

## Employee Responsibilities

The work you do is very important to Hour Exchange Portland. Our success and reputation, as well as your success with the organization, depend on your desire to do a good job, your positive attitude, willingness to cooperate, respect the rights of others and your adherence to the highest ethical standards. As an employee of Hour Exchange Portland, you are expected to use good judgment, based on sound ethical principles. The following information should help you in getting started and being a satisfied HEP employee:

- Exhibit standards of personal integrity and professional conduct that reflect positively on your association with HEP and the reputation of HEP. Be considerate of the co-workers and avoid doing anything that interferes with business operations or with other employees.
- You are expected to safeguard confidential information regarding the organization's business, members, services, systems, business and marketing plans, sales and financial data, or other confidential or proprietary information, as well as information about other employees. Improper use or disclosure of trade secrets or confidential business information will be grounds for immediate dismissal.
- Conduct your personal and business dealings in compliance with the letter, spirit and intent of all relevant laws, regulations and policies. Report any questionable, unethical or illegal activity you may observe or suspect to your supervisor without delay.
- Avoid situations where personal interests may conflict or appear to conflict with the interests of HEP, its business operations and decisions, or its members, even if there is no direct personal gain.
- Conduct yourself in a businesslike manner and maintain personal appearance and dress appropriate to your job responsibilities and work environment.
- Come to work each day prepared to perform your job and other assigned tasks necessary to meet established work schedules and standards. While each of you has a specific job with defined responsibilities, you may be asked or required to perform other tasks as business needs dictate, and you are expected to do so willingly.
- Demonstrate courtesy, respect, honesty, fairness and decency in relationships with members, co-workers and the general public. In all member interactions, whether by phone or in person, respond promptly, thoroughly and courteously; create a positive impression through tone of voice, cooperative attitude and willingness to be helpful.
- Strive to provide service of the highest order to improve quality of life for both our members and us.

## Code of Conduct

All Hour Exchange Portland employees are required to adhere to the Hour Exchange Portland Code of Conduct. Should questions arise about a situation, employees are encouraged to discuss the situation with their supervisor or the Director. Employees who violate the Code of Conduct will be subject to disciplinary action up to and including dismissal.

### Definition of Members:

- Person who is directly giving or receiving services from the network

### Commitment to Members:

- It is the responsibility of staff to promote the well being of members

- There may be occasions when duty to clients is superseded by law or a threat to themselves or others

Competency:

- Staff will practice only within the boundaries of their education, training, and/or position responsibilities
- When staff encounters a situation beyond their professional capacity, staff will make every effort to link the member with appropriate resources

Non-Discrimination:

- Staff respect diversity and will not discriminate against clients because of age, color, culture, disability, ethnic group, gender, race, religion, sexual orientation, marital status or socio-economic status

Privacy and Confidentiality:

- Staff will solicit private information only when it is essential for providing services
- Staff will respect the confidentiality of all information obtained in the course of service

Physical Contact:

- Staff will not engage in inappropriate or unwanted physical contact except where concerns of safety exist

Sexual Harassment:

- Staff will not engage in sexual harassment, which includes hostile environment, sexual advances, sexual solicitation, requests for sexual favors, and other verbal or physical conduct of a sexual nature

Derogatory Language:

- Staff will use accurate, respectful and socially acceptable language in all communication

## **Immigration Law Compliance**

In compliance with the Immigration Reform and Control Act of 1986, Hour Exchange Portland is committed to employing only those individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. All new employees, as a condition of employment, will be required to complete the Employment Eligibility Verification Form I-9 and must present documentation establishing identity and employment authorization. This form must be completed within three days of your start date. Failure to comply with this requirement will result in termination of employment.

## **Introductory Period**

New employees are introductory employees for the first ninety (90) days of employment. During this probationary period you will have an opportunity to learn your new position and see whether you find your employment compatible. Hour Exchange Portland will use this period to determine whether you are able to meet its expectations. Introductory periods may be extended at the discretion of your supervisor. Throughout this period you will receive feedback regarding your job performance.

During this period you do not have the right to appeal to the Board for wrongful termination. (see “Appeals” under “Corrective Action”)

During your introductory period, you will earn vacation time, but you may not use it until you complete your introductory period. If you leave before completing your introductory period, vacation time will not have any cash value upon termination. You will, however, be able to use your sick time during the introductory period.

Completion of the introductory period does not create a contract or guarantee of employment; your employment is always at will, which means that the employment relationship can be ended at any time at the discretion of either you or the Company.

## **Work Hours/Meal and Rest Breaks**

Hour Exchange Portland's regular business hours are from 9:00am to 5:00pm, Monday through Friday. In the course of a normal business day, a full-time employee is expected to work seven and one-half (7 1/2) hours and is paid for eight (8) hours, unless a flextime schedule has been prearranged with his or her supervisor (see Flex Time).

The employee may take break time as they wish, as long as it does not conflict with the needs of the individual's program. Part-time employees are also allotted this one-half hour break.

In accordance with Maine Law, Hour Exchange Portland staff shall receive a thirty (30) minute break from work for every six (6) consecutive hours of work performed. The time of the break shall be determined by the supervisor and is subject to change, as work demands require.

## **Summer Fridays**

During the summer months (June 1-August 31), employees have the option to leave at 1:00 on Friday providing they have made up for this lost time during the course of the week. The hours of operation during these months will be 9:00am –1:00pm on Fridays

## **Personal Appearance**

Your personal appearance has a major impact upon our members, vendors, other employees and the general public. While Hour Exchange Portland makes no attempt to prescribe an overall style of clothing or grooming, each employee will dress according to the nature of his or work, degree of public contact in the job, or type of one time or recurring activity.

As representatives of Hour Exchange Portland, employees are expected to dress in a neat and clean fashion. Employees who come to work dressed inappropriately will be asked to return home and dress for work.

## **Internet and E-mail**

Employees are encouraged to use the e-mail and Internet systems to their fullest potential to further Hour Exchange Portland's mission. Appropriate use of the e-mail and Internet systems will result in a computer literate workforce and keep staff better informed in order to provide high quality services.

Hour Exchange Portland reserves the right to, without prior notice to the employee, enter an employee's mail, inspect any e-mail or Internet activities, and/or terminate e-mail or Internet access. Misuse of e-mail or Internet privileges may be considered sufficient cause for discipline, up to and including termination, and/or referral to legal authorities.

## **Personal Property, Use of Space and Common Area Courtesy**

You are responsible for your personal property at work and should keep it properly secured. Hour Exchange Portland assumes no liability and will not reimburse you for lost or stolen property.

We ask that you be respectful of other employees' personal property and considerate of your co-workers in regard to the use of HEP common areas, such as workrooms, kitchens/break areas, hallways and reception areas.

Hour Exchange Portland welcomes all people to our office whether members or not. Designated public areas of the agency should be clean, safe and welcoming at all times. The décor of the office shall reflect our work in the community and our service to diverse peoples.

Individual offices and cubicles may be more reflective of the individual employee with personal and celebratory items.

## **Recycling/Office Green**

Hour Exchange Portland strongly encourages employees to recycle articles deemed recyclable by the City of Portland and listed below. Waste of time and materials is costly to Hour Exchange Portland, and employees can make every minute count by eliminating waste whenever possible and helping to reduce operating costs. The money saved eliminating waste can be put to better use within the Hour Exchange Portland organization.

Here is a list of what is deemed recyclable by the City of Portland:

### Paper:

Newspaper, magazines, phone books, old mail, greeting cards, flyers, brochures, envelopes, manila folders, postcards and paper bags. No hard cover books.

### Paperboard:

Clean food boxes with liners removed (cereal, rice, cake mixes, etc.), paper towel tubes, writing pad backs, medicine and toiletry boxes.

### Corrugated Cardboard:

Boxes need to be broken down; pieces should be no longer than 3x3 feet. Styrofoam cannot be recycled.

### Glass:

Place in recycle bin.

### Cans and Plastic:

Place in recycle bin. If cans and bottles are returnable for deposit, please leave them in the kitchen in the plastic bag. Otherwise, take them home. Please do not leave empty cans and bottles at your workstation.

## **Phone Usage/Fax**

Personal use of phones is not prohibited. However, the nature of the organization often requires heavy use of the phones for business. Employees are asked to keep personal use of the phones to a minimal level. If an employee uses the phones for long-distance phone calls or faxes, they are

expected to reimburse Hour Exchange Portland.

## On The Job

Your job as a member of Hour Exchange Portland is to contribute your skills and talents to help the organization achieve its goals. In addition to the job responsibilities and the code of conduct laid out above, you are expected to meet HEP's standards of work performance and to know and follow the guidelines, practices and procedures of your department and the organization.

### **Attendance/Punctuality**

One of the basic indicators of your performance is regular attendance and punctuality. You must be on time. Whenever you are unable to come to work or will be more than a few minutes late, you must let either the Executive Director or other employee know of your absence or late arrival as soon as possible.

An absence is a failure to report to work that is not due to a scheduled vacation, personal holiday, sick leave, bereavement leave, jury duty, witness duty, snow day or an approved leave of absence, as provided in this handbook.

If you are sick or injured and cannot come to work, Hour Exchange Portland needs your cooperation to properly cover your job. Therefore, you must notify the office that you will be absent and when you expect to return to work. If you do not know your return date, you must call your supervisor each day within one hour of the beginning of your regularly scheduled day. If you are absent three consecutive workdays without authorization or notice to Hour Exchange Portland, at the end of the third day, Hour Exchange Portland will assume that you have voluntarily quit your job.

If you know in advance that you are going to be absent, you must schedule the absence at least one week in advance.

Excessive absences and/or tardiness and failures to report such on time will lead to discipline, up to and including discharge.

### **Confidential Personnel Records**

Information maintained about you by the organization is considered confidential. Access to that information is limited to you, those people who maintain your file and those managers directly involved in your supervision. You may review the information in your personnel file at any time by contacting the Executive Director. You may also obtain copies of records, at your own cost, contained in your own file.

Examination materials, performance evaluations, personal histories, and other confidential materials so designated shall be kept in confidential personnel files that are securely locked at all times. Prior to inclusion of any materials in an employee's personnel file that might be construed as derogatory, we must show evidence that the employee received a copy beforehand of the material.

Hour Exchange Portland maintains a job description for each position at Hour Exchange Portland. Should an employee's duties change, his or her job description will be updated. If an employee wishes to see the job description, they should ask their supervisor.

See job descriptions starting on page 36.

## **Confidentiality as a General Rule**

Hour Exchange Portland employees and members, including members of the Boards, councils and committees must retain in confidence all information subject to the Hour Exchange Portland confidentiality policy. The protection of confidential information is required by law and is a condition of continued employment with Hour Exchange Portland.

A breach of confidentiality is considered by Hour Exchange Portland to be “behavior which is actually or potentially harmful to the safety and/or well-being of fellow staff, the agency, or the clientele served by the agency”. It can, therefore, lead to disciplinary action, up to and including discharge.

## **Whistleblowers Protection Act**

Employees are protected from retaliatory employment actions because they have reported

1. a violation of a law,
2. reported something that risks someone’s health or safety,
3. refused to do something that will endanger their life or someone else’s life and they have asked Hour Exchange Portland to correct it,
4. have been involved in an investigation or hearing held by the government.

Employees are protected if they have reported the problem to their manager and allowed a reasonable time for it to be corrected or if they have good reason to believe that management will not correct the problem.

## **Safety**

Federal law (“OSHA”) requires that employees report any injury, accident or safety hazard immediately to their supervisor. Minor cuts and abrasions should be treated on the spot.

The Maine State Workers’ Compensation Act also requires that employees report any illness or injury on the job, no matter how slight.

If you hurt yourself or become ill, please contact your supervisor for assistance. Failure to report an injury may delay your workers’ compensation payments. OSHA also provides for your right to know about any health hazards, which might be present on the job. Should you have any questions or concerns, contact your supervisor for more information.

Both the OSHA manual and the first aid kit are located at the reception desk.

## **Health**

Employees are expected to use their best judgment in their work environment. Any problematic working conditions should be reported immediately to a supervisor. Employees must abide by the written safety rules for their specialized occupations, which shall be established by the office manager.

Hour Exchange Portland provides Worker’s Compensation Insurance benefits for all employees. Employees are required to report all accidents and injuries on the job, or while away from their work site on agency business, to their supervisor and the Executive Director of Hour Exchange

Portland within twenty-four hours (24) of the accident/incident whether or not any injury has resulted.

## **Disability Accommodations**

Employees requiring accommodation for a medical condition or disability should contact their supervisor so the agency can evaluate if and how accommodations may be made. The agency will make every effort to handle the accommodation request with sensitivity and to protect the confidentiality of the information shared whenever possible.

## **Disclosure of Medical Information**

Medical information is considered confidential. We will make every effort to maintain the confidentiality of medical information divulged to us. Medical documentation shall be kept in a separate medical file and may only be viewed by the employee, supervisor and Executive Director.

Supervisors, managers and employees are expected to respect the sensitivity of medical information and to maintain confidentiality when they become privy to such information. Employees who disclose confidential medical information about another employee are subject to disciplinary action up to and including dismissal.

## **Fit For Duty**

Employees using prescription or over-the-counter medications that may impair the ability to perform the job safely should report such use to a supervisor before starting or resuming work. If an employee feels that such medication impairs or adversely impacts their ability to work, they should stop work immediately and report the condition to their supervisor.

## **Life-Threatening Illnesses**

Hour Exchange Portland recognizes that employees with life-threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue to engage in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to accomplish their duties and medical evidence indicates their conditions are not a threat to themselves or others, supervisors should be sensitive to their condition and ensure that they are treated consistently with other employees.

## **Fire and Emergency Procedures**

While our office is maintained and as secure as possible against fire hazards, there may be occasions when a fire or other emergency will require prompt action, including evacuation of the building. Be aware of emergency exits and emergency plans for your work area.

## **Expense Reporting and Credit Cards**

You may be required to incur company-related business expenses. You are required to obtain and submit receipts to verify all cash and credit business expenditures. You must submit completed expense reports within 30 days of incurring the expense, together with the original receipts for all expenses. Receipts that are to be reimbursed are to be submitted to your supervisor for approval before reimbursement. Those employees who use company credit cards shall only use those credit cards for directly related HEP business and activities.

Examples of such expenses include meals, lodging, and transportation costs associated with business trips, automobile expenses, and incidental purchases of supplies, tools, and equipment

obtained at Hour Exchange Portland's request. Your supervisor must approve all business travel expenses in advance. Only allowable expenses will be reimbursed. Mileage will be reimbursed at forty-eight (48) cents per mile unless otherwise stipulated by a specific grant.

## **Travel**

Employees authorized to travel for official agency business are subject to the following regulations.

Authorization: All out-of-state or overnight travel and related expenses must have prior authorization by the immediate supervisor and are subject to availability of funds.

## **Transportation by Carrier**

Travel other than in privately owned vehicles will be authorized only under the following conditions:

- When travel by privately owned –vehicles would be more costly than public carrier; or
- When time involved in automobile travel would be most costly to the agency. If traveling by air, only tourist class accommodations will be allowed, unless:
  - a. Tourist class accommodations are not available; or
  - b. Waiting for tourist class would cause a greater cost to the agency.

When first class accommodations are used, you must submit a written justification.

## **Transportation by Privately Owned Vehicles & Hour Exchange Vehicles**

Employees are encouraged to use Hour Exchange vehicles, if we have any, whenever it is both possible and cost effective: otherwise, we encourage carpooling.

When the use of an employee's own automobile is in the best interests of the agency, and is authorized, the employee shall be reimbursed at the agency approved mileage rate, which shall be established by the Executive Director. Payment of mileage shall be authorized by the immediate supervisor, and shall be computed from the employee's official workstation or home, whichever mileage is less.

Employees shall not be reimbursed for mileage to drive from home to official workstation, except in cases when the employee is required to return to the workstation after normal hours for a meeting. It is expected that employees will maintain a valid driver's license, vehicle registration and liability insurance as required by the State.

## **Payment of Meals**

Employees on travel status shall be eligible for reimbursement of actual meal expenses up to the agency approved limits as follows:

### **In Maine**

Breakfast - \$7

Lunch- \$12

Dinner- \$25

### **Out of State**

\$50 per day

Receipts for all in state meals shall be required. To be eligible for reimbursement of breakfast or dinner costs, the employee must be on travel status before 7:00 a.m. (for breakfast) or 7:00p.m. (for

dinner) No alcoholic beverages will be reimbursed.

### **Payment of Lodging**

Employees on overnight travel status shall be eligible for reimbursement for the full cost of lodging, up to a maximum cost of market conditions. Exceptions to this may be granted in advance by the Executive Director. Lodging receipts are required for reimbursement.

### **Reimbursement Authorizations**

Employees shall submit routine expense reports for reimbursement at least monthly, to their supervisor or directly to the Office Manager. No payments shall be made without supervisory approval, indicating that travel and meals for which expenses are claimed were authorized.

Employees who travel out of state or on overnight trips shall submit a separate travel voucher for each trip, no later than five (5) working days following completion of the trip. Supervisory approval is needed for all expenses claimed.

### **Other Expenses**

Employees on travel status shall be eligible for reimbursement for reasonable parking, toll, and taxi fees. Receipts for amounts shall be required.

### **Travel Advances**

Travel advances may be made upon requests for overnight trips. Reconciliation of travel advances with travel vouchers must be made within five (5) days of completion of travel or of cancellation of trip. Failure to reconcile outstanding travel advances in a timely manner may be cause for disciplinary action.

# Compensation

HEP's goal is to maintain an internally equitable and externally competitive compensation program that is consistent with current economic conditions, and that supports the organization's values and business strategies designed to attract, retain and motivate talented employees. Compensation serves as one part of the total reward package that includes salaries, benefits, programs and services for employees.

## Pay Schedules

Employees are paid bi-weekly (26 pay periods per year).

Payroll Errors— Every effort is made to insure that pay checks are accurate and error free. If you believe an error was made, tell your supervisor immediately. Your supervisor will take the necessary steps to research the problem and to assure that any necessary corrections are made.

## Payroll Deductions

Hour Exchange Portland is required by Federal and state law to make certain deductions from your wages:

1. Federal income tax
2. Maine state income tax
3. Federal Insurance Contribution Act (FICA, Social Security and Medicare)

These deductions will be itemized on your check stub. The amount of deductions may depend on your earnings and on the information you furnish on your W-4 form regarding marital status and the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to your supervisor or the payroll company that your employer uses, to insure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes. All medical and dental insurance deductions are taken out before taxes, so you are not taxed on those amounts. These deductions will also be shown on your pay stub. If you want to change the number of your exemptions or your marital status for federal or state income tax withholding purposes, tell your supervisor or call the payroll company that your employer uses.

## Direct Deposit

You may authorize for your pay check to be directly deposited into your savings or checking account. This is called direct deposit. Ask your supervisor for details and the necessary form to complete this.

## Pay Increases

Merit pay increases may be granted to regular employees on their anniversary date following a favorable performance evaluation from the employee's supervisor, and subject to the availability of funds.

Annual Wage Adjustments are given to all staff at the start of each fiscal year, subject to the availability of funds and approval of the Board of Directors. The amount of the wage adjustment is determined by local market and economic conditions.

## **Garnishments**

If Hour Exchange Portland receives a court order to garnish your wages, we must comply with that order. All employees subject to the withholding will receive notification that their pay will be withheld until the court order is fulfilled. If the employee objects to the court order, they must contact their own legal counsel for resolution of the issue. Until cancellation or amendment is received, Hour Exchange Portland will comply with the original court order.

Court ordered pay withholdings will not result in discrimination, retaliation or termination of employment.

## **Workers Compensation**

The Maine Worker's Compensation Law is a no-fault insurance plan, which is supervised by the state, and one hundred percent (100%) paid for by Hour Exchange Portland. This law was designed to provide you with benefits for any injury, which you may suffer in connection with your employment. Under provisions of the law, if you are injured while at work, you are eligible to apply for Workers' Compensation.

All injuries, no matter how slight, must be reported immediately to your supervisor to assure consideration under Workers' Compensation Insurance, should complications develop later. Your supervisor will see that you receive medical attention.

There are no reports for you to fill out, no forms to sign. Just tell your supervisor what, where, when and how it happened— enough information so that they can arrange medical treatment and complete the necessary reports. In an emergency, you may go directly to one of the medical facilities nearby. Later, you may be required to furnish your supervisor with written statements regarding the on-the-job accident so that we may accurately document the incident, and so you may receive all the benefits to which you are entitled. Failure to do this could result in delay of benefits.

Prompt reporting is the key. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight. Even a cut finger can be disabling if an infection develops.

## **Unemployment Compensation**

Hour Exchange Portland pays a percentage of its payroll to the Unemployment Compensation Fund according to Hour Exchange Portland employment history. If you have become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible, you must have earned a certain amount and be willing and able to work. You should apply for benefits through your local State Unemployment Office as soon as possible.

# Time-Off

## Vacation

Vacation available to part-time employees will be pro-rated to the number of hours worked, except where noted below. All benefits will begin to accrue from hire date unless otherwise noted. Full allotment of vacation days proportioned to the remaining days of the fiscal year, accrued as follows:

| <u>Years of Employment</u> | <u>Total Accrued hours</u> |
|----------------------------|----------------------------|
| 1-2 Years                  | 120—3 weeks                |
| 3-5 Years                  | 160—4 weeks                |
| 6-7 Years<br>days          | 176—4 weeks and 2          |
| 8-9 Years<br>days          | 192—4 weeks and 4          |
| 10 Years                   | 200—5 weeks                |

After 10 years employment, management staff, executive director and coordinators may take one month paid sabbatical leave in addition to vacation and holidays, if the organization has the staff capacity to cover.

Vacation time may be used only after satisfactory completion of the Introductory Period. An employee must take vacation at a time convenient for the agency. Should an employee become ill while on vacation, they may substitute sick leave in lieu of vacation time.

## Sick Leave

All employees will receive 12 (twelve) days of sick time annually. This time may not be used in conjunction with or replacement of vacation time. This time can be carried over from year to year and can accrue up to four hundred and eighty (480) hours. This accrued time may not be cashed in upon termination or resignation from Hour Exchange Portland. This paid time off can be used for:

Sick Time - You are entitled to take time off for personal sickness (psychological or physical), for dental and other medical appointments for yourself or someone in your care, the birth or adoption of a child, to care for a sick loved one, and for parental leave.

An employee needing to use sick time because of illness must call their supervisor before their scheduled start time, unless physically unable to do so; otherwise the day may be charged to leave without pay. Your supervisor may require a doctor's note.

## Personal Days

Three (3) personal days, pro-rated to the number of hours the employee is scheduled, shall be granted to each regular employee at the beginning of each calendar year. Personal days will be charged against the employee's accrued sick bank. Such leave must be accrued and requested by the employee in advance, and must be approved by the supervisor.

## **Holidays**

Hour Exchange Portland employees are granted 12 paid holidays throughout the year. These holidays are as follows:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Patriot's Day  
Memorial Day  
Fourth Of July  
Labor Day  
Veteran's Day  
Thanksgiving Day and the day after  
December 24th & December 25th

Which day off of the day that falls either before or after Christmas shall be determined by the Executive Director each year.

When a holiday falls on a Saturday the office will be closed the preceding Friday. When a holiday falls on a Sunday the office will be closed the following Monday.

Hour Exchange Portland honors everyone's individual, spiritual, and religious beliefs and will make every attempt to recognize an individual's need for time off to honor these beliefs. In light of this, all employees will be able to take time off to attend religious celebrations and services, and can use flextime, vacation time, or rescheduled holiday time with written permission from their supervisor. An employee may also reschedule their holiday time if they believe it will benefit the program. Both the employee and their supervisor must mutually agree upon this rescheduling.

## **Family and Medical Leave**

In general, a leave of absence is an official authorization to be absent from work without pay for a specified time. Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described under the following Family/ Medical leave policy, which shall be administered in accordance with applicable State and Federal laws:

- 1) Employees are eligible if they have been actively employed for twelve (12) months, and employed at worksite with fifteen (15) or more employees.
- 2) Under the circumstances set forth below, each eligible employee shall have up to a total of twelve weeks(12) weeks leave during any one year period.
- 3) A family leave shall be granted upon the birth or adoption of a child of the employee, or upon the serious of the employee's child, partner, spouse, dependent or parent.
- 4) A medical leave shall be granted upon the employee's own serious illness.
- 5) Whenever possible, and subject to your health care provider's approval, absences for planned medical treatment should be scheduled so as not to unduly disrupt Hour Exchange Portland's operations.

- 6) In appropriate circumstances, we may require an employee to be examined by designated physician, at agency expense.
- 7) In the event of an unexpected illness to the employee, child, partner, spouse, or parent, creating a need for family or medical leave, the employee should provide Hour Exchange Portland with notice, as soon as possible, of any needed time off, and a written doctor's certificate indicating the expected duration and nature of the illness, particularly as it relates to the employee's ability to come to work or the need for that employee's presence at home to care for a serious ill family member.
- 8) Employees shall be required to give thirty (30) days advance notice in the event of a foreseeable medical treatment. To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with two weeks advance notification of your intended return date. Failure to do so may delay your return date.
- 9) For purposes of this policy, a child is defined as natural, adopted, foster or legal ward of the employee or their spouse/partner. If the child is over 18, they must be unable to care for themselves due to serious illness.
- 10) A parent is defined as the employee's or their spouse/partner's natural, adoptive or foster parent, stepparent or legal guardian.
- 11) A serious illness is defined as a disabling psychological or physical illness, injury, impairment or condition involving (1) inpatient care in a hospital, nursing home or hospice; or (2) outpatient care requiring continuing treatment or supervision from a health care professional.
- 12) Leave of absence rights available to you under other sections of our policy shall be counted towards the total time off available under this section.
- 13) Upon completion of a leave granted under this section, you shall be reinstated to your original position, or an equivalent one.
- 14) If, due to your own medical circumstances, you are no longer able to perform your original job, we will attempt to transfer you to alternate suitable work, if available.
- 15) While on leave of absence provided for under this policy, we will continue your group health insurance benefits under the same terms provided to other employees, for up to a maximum of 12 weeks leave time during any one year period. If your leave extends beyond 12 weeks, you shall be offered the opportunity to purchase continuing coverage under State and Federal COBRA continuation rules.
- 16) Other accumulated fringe benefits such as seniority, retirement, sick pay, vacation pay, etc., shall be preserved at the level earned as of commencement of the leave, but shall not accrue further during any such leave period.
- 17) Should you require an extended leave beyond the period of time described in this policy, we will seek to return you to a suitable position, but cannot guarantee that one will be available. Nevertheless, you may be eligible for continuing disability pay benefits during this period in accordance with applicable insurance coverage.

## **Bereavement Leave**

In the event of the death of a member of an employee's family, the employee shall be granted paid bereavement leave, upon request, as follows:

Up to one (1) working day in the case of the death of an:

Aunt                                      Uncle                                      Cousin

Up to three (3) working days in the case of the death of family members listed below or other relatives living in the same household:

Grandparent                              Niece                                      Nephew

\*In the event of special circumstances, the Executive Director may grant additional bereavement leave up to the maximum of five (5) days.

Up to five (5) working days in the case of the death of family members described below:

Spouse/Partner  
Parent (including step, in-law and partner's parents)  
Brother/Sister/Son/Daughter/Grandchild

Requests for additional time off may be approved by the supervisor and charged to the employee's vacation bank.

## **Court Leave/Jury Duty**

If you are called for jury duty, you are permitted to take the necessary time off. Hour Exchange Portland will pay your regular pay minus any compensation from the courts, not to exceed eight (8) hours per day, for a maximum of ten (10) business days. If you are asked to serve longer than ten (10) days, you must receive approval from your supervisor. On any day you are not required to serve or if you are let out early, you are expected to return to work. In order to receive jury duty pay, you may be asked to present a statement of jury service to your supervisor—the court issues this document.

## **Military Leave**

A regular employee shall be entitled to a Military Leave of Absence without pay to serve in the uniformed services (Army, Navy, Air Force, Marines, Coast Guard, Army National Guard, Air National Guard, National Guard, the commissioned corps of the Public Health Service, or any other group designated by the President during a national emergency or time of war) and shall be entitled to all employment benefits provided by the Uniformed Service Employment and Re-employment Act (USERRA)

During annual duty training, an employee shall have the option of turning over to the agency all monies received during the duty training (except per diem and travel), and receiving current salary while on military leave; or the employee may elect to keep all monies received and use vacation accruals while on military leave.

The filling of a position made vacant by the use of a Military Leave of Absence of more than one (1) month shall be filled by a substitute, temporary or acting appointment.

## **Other Leave of Absence**

Such leave shall be granted only when it will not result in undue prejudice to the interests of the agency beyond any benefits to be realized. The program director will assess whether the business interests of the agency can support guarantee of similar employment upon completion of the leave. In cases where no job is available at the completion of the leave, the employee is deemed to have resigned from their position. No such leave may exceed twelve (12) calendar months.

While on approved leave of absence without pay in excesses of 1 month the employee shall not be entitled to fringe benefits such as health and life insurance, and holidays, sick or vacation accruals at the agency's expense. The employee may elect to pay the full cost of insurance, in order to maintain coverage during the leave of absence.

## **Office Closure for Inclement Weather**

On days when local schools are closed due to weather, Hour Exchange Portland will be closed. All staff shall be paid their normal days salary for that day.

An employee who expects to be delayed or is unable to get to work because of inclement weather conditions should notify their supervisor as soon as possible. With the approval of their supervisor the employee may use accrued vacation leave, personal leave or approved leave without pay for the time missed.

With approval of their supervisor an employee may choose to work from home on such days.

## **Leave for Victims of Domestic Violence**

In accordance with Maine Law, Hour Exchange Portland will grant you a reasonable and necessary amount of time off from work without pay if you are a victim of domestic violence, domestic assault, sexual assault or stalking, and you need the time to:

- Prepare for or attend court proceedings;
- Receive medical attention, or
- Obtain necessary services to remedy a crisis

You must request the leave as soon as circumstances make it clear that time off is necessary. Approval of leave will be dependent upon:

- Whether your absence will create an undue hardship for the company,
- Whether you requested leave within a reasonable time, and,
- Whether the requested leave is impractical, unreasonable or unnecessary given the facts made available to the company.

If your leave is approved, you will be required to first use any accrued paid vacation time before taking unpaid leave. Vacation days do not accrue during your leave and holidays are not paid while you are on leave. However, you may be allowed to continue fringe benefits, such as health and dental insurance, at your own expense. You will not be discriminated against for taking or asking for leave.

# Employee Benefits, Programs and Services

The following is an overview of the company's benefit plans. These descriptions are only summaries of the benefits provided as of the date of this Handbook. For complete details regarding the terms, conditions, restrictions, eligibility requirements and coverage, refer to the summary plan descriptions, which are provided to eligible regular employees, or contact the Office Manager.

The management of the company reserves the right to change or eliminate any benefit plan at any time and for any reason, without notice by the company. In the event of any discrepancy between the summaries in the Handbook and the specific insurance documents or summary plan descriptions, the insurance documents and summary plan descriptions will govern.

## **Health Insurance**

All full time benefited employees of Hour Exchange Portland are entitled to, at no cost to the employee, Group Health Insurance. Coverage is regulated by the insurance policy. If an employee wants Health Insurance for dependents or spouse, it is available through our health plan at the employees cost.

## **Dental Insurance**

All full time benefited employees of Hour Exchange Portland shall receive, at no cost to the employee, Group Dental Insurance. Coverage becomes effective on the first day of the month following the first day of employment, provided the application form has been completed. If employee wants Dental Insurance for dependents or spouse it is available through our health plan at employees cost.

## **Life Insurance**

All full time benefited employees of Hour Exchange Portland shall receive, at no cost to the employee, Group Life Insurance which is equal to one times your annual base salary. Coverage becomes effective on the first day of the month following the first day of employment, provided the application form has been completed.

## **COBRA**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Hour Exchange Portland health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Hour Exchange Portland group rates plus an administration fee (allowed by federal law). Hour Exchange Portland provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Hour Exchange Portland health insurance plan. The notice contains important information about the employee's rights and obligations.

## **Personal Growth Leave (Sabbatical)**

Hour Exchange Portland supports and encourages staff development, lifelong learning, personal growth and the renewal of its staff. To further promote this commitment, Hour Exchange Portland allows staff with ten (10) consecutive years of service to receive up to one month paid time off for personal growth and renewal in addition to vacation.

# Professional Development

## Training

Training is an ongoing part of staff professional development. All employees will be expected to participate in training activities from time to time as a means of improving job performance and services of Hour Exchange Portland.

## New Employee Orientation

Orientation is held for new employees upon hire, concerning agency policies and procedures. A checklist of materials received and information covered must be completed by the new employee at the orientation session.

## Meetings and Conferences

If Hour Exchange Portland requires an employee to attend training (s) related to job performance, Hour Exchange Portland will pay the cost of such training (s). An employee attending a required course will be given paid time off from work duties, however, evening sessions will not qualify for overtime pay. Travel costs, registration fees, meals, etc., may be reimbursed in advance by the supervisor, subject to restrictions outlined in the Travel Policy.

Employee requests for additional job related training conducted on agencies time must be made through the supervisor and approved in advance. Wages will not be paid for time spent attending voluntary training during non-work hours. If budgets allow, fees for such training may be paid. The time out of the office must not adversely affect the efficiency of the department or program. The advantages of the training must outweigh the disadvantages of absenteeism from work.

## Educational Leave

Employees may apply for an unpaid leave of absence, for education purposes. Approval is at the discretion of the program director.

## Community Activities

Hour Exchange Portland recognizes the importance of community participation. Our agency is dependent upon the community for employees, volunteer members, and the community is dependent on Hour Exchange Portland for products, services and opportunities. Hour Exchange Portland encourages and supports employee participation in service activities that contribute to the community. We will allow you to take three (3) hours per month of normal work time to participate in an approved community service activity. The time must be scheduled at least two (2) weeks in advance and be approved by your supervisor. This time cannot be used for a partisan political or religious activity.

# Employee Relations

It is the belief of Hour Exchange Portland that, working together, managers and employees can create a positive and productive work environment. We further believe that this can best be achieved by continuing to provide open communications between managers and employees, competitive salaries and benefits, and policies that are fairly and consistently applied. Our goal is to assure a work climate based on sound employee-relations principles, mutual trust and respect, confidence and responsiveness to employee problems and concerns.

Your immediate supervisor is the first person with which you should talk when you have questions about your job or the policies and practices of the company. If your supervisor cannot answer your questions, he or she will refer you to the person who can help you. If you have a problem or need help, go to your supervisor immediately.

## Performance Reviews

Performance reviews will be conducted after the Introductory Period (first ninety days of employment) is complete, and again annually thereafter. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During these performance reviews, your supervisor will consider the following things, among others:

- Attendance, initiative and effort
- Knowledge of your work
- Attitude and willingness
- The quality and quantity of your work

The primary reason for these reviews is to identify your strengths and weaknesses and develop ways to improve in your weaker areas. This review also serves to make you aware of and to document how your job performance compares to the goals and description of your job. Your supervisor will request that you fill out a self-evaluation form that will be used in preparing this assessment of your job performance. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow in order to achieve personal as well as work-related goals.

You will be asked to write your own comments on the evaluation form and to sign it to show that you have read it and discussed it. You may request a copy of the completed form for your own records. A good performance evaluation does not guarantee a pay raise, nor is it a promise of continued employment.

## Employee Communications

Hour Exchange Portland strives to maintain frequent and open communications with its employees. Communication of policies, procedures and other information generally occurs in several ways:

- The Employee Handbook
- Individual and groups meetings
- Memos and emails.

## **Resolving Problems**

Working together, you and your supervisor should be able to resolve most job related issues or problems. Should you have a concern or misunderstanding about your job assignment or a company policy, discuss the matter first with your supervisor. She or he is usually in the best position to know the demands of your job and to evaluate the problem and recommend a knowledgeable solution.

It is the intent of Hour Exchange Portland to provide a safe environment for members and staff. If for any reason, an employee becomes concerned about their personal safety, the safety of others, or witnesses a hostile act, the employee should notify their supervisor immediately.

Physical or verbal threatening of employees, members or vendors, or engaging in violent behavior is a serious matter and such conduct will not be tolerated. Employees engaging in such activities will be subject to disciplinary action up to and including dismissal.

## **Grievance/Suggestions**

In order to provide prompt and efficient evaluation of and response to grievances and suggestions, Hour Exchange Portland has established a Grievance/Suggestion Procedure for all employees. It will always be Hour Exchange Portland's policy to give full consideration to every employee's opinion. There is no discrimination against or toward anyone for his or her part in processing grievances/suggestions.

Under this policy, a grievance is defined as any event, condition, rule or practice that the employee believes violates his or her civil rights, treats him or her unfairly, or causes him or her any degree of unpleasantness or unhappiness on the job. This covers a wide range of circumstances, everything from the workplace, the environment, and other working conditions to policies that interfere with or hinder his or her job performance. Any employee with a grievance of any nature is encouraged to resolve such a grievance with their immediate supervisor.

If the employee is still not satisfied, they shall then submit a written appeal to the Executive Director. Such an appeal must be made within ten (10) business days of the Supervisors decision. The written appeal shall identify the points and issues of the Supervisors decision with which the employee disagrees.

The Executive Director shall then require a hearing of the dispute with all parties in attendance. Such hearing must be conducted within fifteen (15) business days following receipt of written complaint.

Within fifteen (15) business days of the hearing, the Executive Director shall make a decision on the dispute based on presentation of all relevant information and testimony at the hearing. The Executive Director's decision shall be final.

It is your supervisor's responsibility to investigate the matter and report back to you as soon as possible. This should clear any misunderstandings and resolve a majority of issues; however, if you are not satisfied with the outcome, you have the right to pursue the matter further.

## **Examples of Prohibited Conduct Subject to Corrective Action**

In general, it is required that you conduct yourself in a manner that will not embarrass, endanger, or violate the rights of members, vendors, other employees, or the company. The following list

provides you some examples of prohibited conduct, which will subject you to corrective action through the progressive discipline and/or dismissal. This list is a guide only and is not all-inclusive. Hour Exchange Portland reserves the right to determine whether other conduct is in violation of HEP policies not mentioned or is not in the best interests of Hour Exchange Portland. In cases of flagrant violations, fewer counseling steps or immediate termination might occur.

- Unsatisfactory job performance
- Use of profane or abusive language
- Gambling on company premises
- Deliberately restricting output or interfering with work or production of other employees
- Excessive absences or tardiness, absence from work without proper notice to or permission from your supervisor, or leaving work before the end of a scheduled shift
- Violation of company safety policies and procedures including failure to follow proper safety procedures, failure to wear appropriate safety equipment, creating or contributing to unsafe or unsanitary working conditions or endangering the safety of others
- Harassment, sexual harassment or other prohibited discrimination
- Horseplay, fighting, assault, intimidation, interference, coercion, or any threatening or harassing behavior against a co-worker, supervisor, member, or other individual
- Dishonesty, including theft of HEP merchandise or property or theft of another employee's property, misuse or misappropriation of company funds, false entries into company records, or the improper acceptance of money, gifts, or other items of value
- Falsifying any company record or report, such as an employment application, expense report, or time card, or falsifying or submitting improper invoices
- Damage, destruction or misuse of property belonging to either the company or to another employee
- Unauthorized use or possession of alcohol, or the unlawful buying, selling, use, distribution or possession of an unlawful amount of drugs on company premises, reporting to work in an unfit condition because of the influence of alcohol or drugs
- Insubordination—the refusal to follow management's instructions concerning job-related matters
- Possession of firearms, explosives or other weapons on company property.

## **Corrective Action and Discipline**

The employees of Hour Exchange Portland are expected to treat each other with respect and follow the rules of conduct of the organization. If an employee chooses not to abide by the standards set by the Board of Directors, the Executive Director and their Supervisor, then they may be subject to corrective action, up to and including dismissal.

Discipline may include one or more of the following actions:

### **Verbal Corrective Action**

Employees will be informed about the nature of their action and given corrective feedback.

### **Written Corrective Action**

Employees will receive a written explanation and be informed that such action will not be tolerated in the future. This will be entered into the employee's personnel file.

## **Dismissal**

The Executive Director has the sole authority to terminate an employee. A supervisor may terminate an employee only after consultation with and approval by the Executive Director. The Executive Director may terminate, without prior corrective action taken, at his or her sole discretion, any employee who engages in one or more serious offenses.

These serious offenses include, but are not limited to, chronic absenteeism, lying, theft, disorderly conduct, breaches of confidentiality, physical, sexual, or verbal assault, falsifying reports or records, use or possession of controlled substances on premises, use or possession of alcohol on premises, destruction of Hour Exchange Portland property, conviction of a serious crime, slurs against any group listed in our EEO Policy, and gross insubordination.

## **Appeal**

An employee who feels that they have been unfairly terminated has the right to an appeal in front of the Executive Director, who has the authority to overturn an employee termination. The person requesting the appeal must make a written request within two weeks of their termination and the Executive Director must hold an emergency meeting. Wages will not be paid during the appeal process. However, the employee will be reimbursed if the appeal rules in their favor.

If the employee still feels they have been unfairly terminated they have the right to appeal before the Board of Hour Exchange Portland, which can overturn the Executive Directors decision only with a three- fourth's vote of the standing Board. The person requesting the appeal must make a written request within two weeks of Executive Director's decision, and the Board must call for a full emergency meeting within 21 days of receipt of the written request, but not before seven (7) days. Wages will not be paid during the appeal process. However, the employee will be reimbursed if the appeal rules in their favor.

# Leaving the Company

Employment with the company is at will and has no specified term or length. You are free to resign at any time and the company reserves the right to terminate your employment for any reason permissible by law. Termination can occur in any of several ways; whenever an employee leaves, however, whether voluntarily or involuntarily, the termination procedure should be a smooth one for both the employee and for Hour Exchange Portland.

## **Separation Procedures: Resignation, Retirement, Termination**

There will be times when an employee can no longer continue employment with Hour Exchange Portland. Typical reasons for leaving include: resignation, dismissal, and reduction in staff or retirement.

Employees who resign or retire will be paid through their last day of employment, including any accrued benefits as specified under “Vacation” in the benefits section. Hour Exchange Portland hopes and expects that an employee will give at least two (2) weeks` notification in the event they intend to leave Hour Exchange Portland.

Supervisors are asked to give at least four (4) weeks notice, and Directors are asked to give at least six (6) weeks notice of separation.

In the event of an employee’s termination by lay-off, Hour Exchange Portland will do everything possible to provide adequate time and assistance for the employee to transition out of the agency.

When you leave Hour Exchange Portland, you must return all supplies, keys, and other Hour Exchange Portland property. You will also be asked to participate in an exit interview with your immediate supervisor unless you request an interview with a different Hour Exchange Portland representative. During this interview, you may be asked about your views regarding your work with Hour Exchange Portland, including your duties, training, supervision, and benefits. You may be asked to sign an exit form that states that you have received your final paycheck and that you have returned all Hour Exchange Portland property. If you owe any money to Hour Exchange Portland, you will be asked to make arrangements for repayment at this time.

Human Resource staff or their representative will provide you with information regarding any conversion or continuation rights to your insurance benefits. When you leave Hour Exchange Portland you or your dependents may have the right to continue your group medical benefits temporarily under the federal statute commonly called COBRA.

I have received a complete copy of the Personnel Manual.

Signed \_\_\_\_\_ Date: \_\_\_\_\_

Witness \_\_\_\_\_ Date: \_\_\_\_\_

# Recruitment & Position Descriptions

## **Board of Directors**

Authority and responsibility for policies pertaining to Hour Exchange Portland rest with the Board of Directors. The selection, evaluation, and/or termination of the Executive Director are the responsibility of the Board of Directors.

## **Executive Director**

The Executive Director shall be bound, within legal and reasonably interpreted ethical standards to follow policy directions of the Board of Directors acting as a body.

The Board of Directors shall grant the Executive Director sole staff authority to interpret policies of the Board of Directors and sole authority, acting within limitations set forth by the Board of Directors policies, to direct the actions of staff, assign and utilize resources, employ and discharge staff, design organizational structure and function, and all other authorities customarily delegated to a Chief Executive officer.

## **Recruitment of Vacant Positions**

The immediate filling of a position is important to ensure our members are well served. Therefore, it is our practice to simultaneously recruit both internally and externally. The placement of paid advertisement is one method of external recruitment that may be used. All other things being equal, current Hour Exchange Portland staff shall be given preference in filling a vacant position. It is recognized, however, that the overall purposes of Hour Exchange Portland may at times be best served through the employment of persons outside the agency.

While the employee has the right to apply for any position open within the agency, such application does not entitle in-house candidates to be interviewed for the position. Such in-house applicants shall be judged in the same manner as all other applicants. In-house applicants not selected for interviews shall be given opportunity to meet with the hiring agent to receive an explanation for the decision as part of the agency's effort at career counseling for employees.

Employees who are rehired after a break in service of less than twelve (12) months will have their service bridged and have their seniority and sick bank restored. Seniority will be adjusted to reflect the period of time the employee did not work for Hour Exchange Portland.

All new employees are required to submit to a background check that includes, but is not limited to, State Bureau of Investigation, Department of Motor Vehicles and Department of Human Services. Employment is conditional pending a successful background check and may be terminated at any time.

## **References**

The hiring agent will be responsible for obtaining a minimum of two references, either by phone or in writing, on all final candidates for employment. In the event that an employee is applying for a transfer within the agency, the hiring agent will contact the employee's current supervisor for a reference and may review the employee's personnel file.