

**OREGON COUNTRY FAIR  
PERSONNEL POLICIES and PROCEDURES MANUAL**

**I PERSONNEL COMMITTEE**

**A. APPOINTMENT**

The Board of Directors (BOD) shall appoint a Personnel Committee (PC) of four to eight Fair family voting members in good standing including at least two BOD members. Vacancies may be filled by the BOD as they occur. Appointees should have experience in managing personnel, developing personnel policies and procedures, hiring and evaluation of personnel, and a history of Fair (OCF) participation. Members should be willing to learn the law and regulations governing compensated employees.

**B. DUTIES**

The PC will be responsible for facilitating issues regarding compensated personnel, keeping this personnel policies manual current, recommending pay ranges to the Budget and Financial Planning Committees and BOD, involvement with employee evaluation(s) as specified later in this manual, and developing employee job descriptions.

**C. AUTHORITY**

The PC will be accountable to the BOD and will make recommendations on action needed to the BOD and other appointed committees as appropriate. The BOD may extend decision-making authority to the PC. If the BOD chooses to extend this authority, the BOD will specify how many affirmative votes are necessary for any decision to pass.

**D. PERSONNEL MANUAL**

The BOD is responsible for adopting OCF's Personnel Policies and Procedures Manual (PPP Manual). From time to time revisions may be suggested by any OCF participant for review and consideration by the PC. The PC will prepare a draft for additional changes and facilitate action by the BOD.

**II POLICIES**

**A. CONFIDENTIALITY**

It is the policy of OCF that employees, BOD members, and PC members will use prudent discretion in matters where confidentiality is appropriate. This includes, but is not limited to, personnel, real estate transactions, grievances, and other matters where breach of confidentiality may influence the outcome of sensitive issues.

**B. CONFLICT OF INTEREST**

OCF recognizes that hiring and personnel decisions may be affected by dual relationships. A dual relationship is defined as the existence of an interpersonal and/or professional relationship between two individuals where members are of the same household, or are economically related, such that their participation in the decision-making process could potentially bias a hiring decision. If a person charged with a hiring decision has a dual relationship with an applicant for an OCF position, that person will remove him/herself from the decision making

process. The employee is also expected to follow the Conflict of Interest policies for BOD members in OCF Bylaws.

### **C. WORKING WITH VOLUNTEERS**

Employees should nurture and encourage participation by volunteers and should endeavor to be responsive to input and ideas from volunteers where appropriate and consistent with direction from management.

### **D. ANTI DISCRIMINATION AND HARASSMENT POLICY**

Employees of OCF will be dealt with in a respectful manner, without regard to their race, creed, color, national origin, age, sex, sexual preference, marital status, religious preference, cultural diversity, or presence of a physical, sensory or mental disability. Harassment in any form will not be tolerated. Prohibited harassment includes comments, slurs, jokes, innuendoes, cartoons, pranks, physical harassment and other actions which are derogatory on the basis of the employee's protected class membership or which are promoted by the employee's protected class membership. Harassment also includes negative actions based upon an employee's participation in activities identified with or promoting the interests of a protected group. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. As stated later in this manual, the PPP Manual's arbitration policy shall not require that harassment complaints go through OCF grievance procedure but they are subject to mandatory arbitration. An employee has the right to use a language other than English and to adhere to cultural and ethnic customs without being subjected to harassment.

Employees have the right to be free from such harassment either from co-workers or supervisors while on the job. Harassment is prohibited by state and federal anti-discrimination laws where (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

All employees, volunteers, officers, and BOD members are prohibited from engaging in harassment of any person.

### **E. OCF ASSETS AND RECORDS**

1. No OCF employee will use OCF assets for personal gain.
2. Records and other paperwork developed by employees as part of their job are the property of OCF. Records must be turned over to OCF upon termination of employment and must be made available to the BOD, officers, and PC upon request in a timely manner. Records are to be kept filed in an organized and professional manner. Records include, but are not limited to, computers, passwords, email addresses, phone numbers, electronic media, software, floppy disks, compact discs, email(s), web site(s), videos, digital images, photographs, and paper.

### **F. COMPLIANCE WITH POLICIES AND LAWS**

All employees will abide by federal, state, and local laws, OCF Articles of Incorporation, Bylaws, guidelines, Code of Conduct, and job description, if any.

By signing the last page of this manual and returning it to the PC, the employee acknowledges that the material has been read and understood.

#### **G. EMPLOYEE ACCESS TO PERSONNEL COMMITTEE**

Any employee may request a meeting with the PC at any time to discuss personnel issues.

### **III TERMS AND CONDITIONS OF EMPLOYMENT**

#### **A. DEFINITIONS**

1. Contracted employee: Any employee hired into an OCF position with a written contract between the BOD and the employee.
2. Regular full time employee: Any person hired into a position designated by the job description as a full time Regular employee and who has successfully completed the probationary period.
3. Regular part time employee: Any person hired into a position designated by the job description as a part time (less than 40 hours per week) Regular employee and who has successfully completed the probationary period. Such job description shall specify what percent of full time the position is to be.
4. Temporary employee: Any other employee hired by OCF.
5. Probationary employee: An employee hired into a regular position who has not yet completed the probationary period.

#### **B. TERMS OF EMPLOYMENT**

The BOD will enter into a contract with the Executive Director and such other employees as it deems appropriate. The PPP Manual, the employee's job description, and the employee's contract (if required by the BOD) form the entire agreement between OCF and the employee.

For all other employees, the terms and conditions of employment will be governed by the PPP Manual and the employee's job description. For all employees, either the employer or employee may end the employment relationship at any time with or without cause. Neither the PPP Manual nor job description form a contract nor provide the employee with any remedies for breach of contract.

Temporary employees may be hired with or without a written job description. The agreement between the employee and the hiring authority (PC and Executive Director) will form the complete agreement between the Temporary employee and OCF. Only the PC and Executive Director have authority to hire temporary employees.

EXCEPT AS PROVIDED ABOVE FOR TEMPORARY EMPLOYEES, no written or verbal statement or agreement other than a written employment contract approved by the BOD shall vary or modify the provisions of this PPP Manual or an employee's job description.

#### **C. POLICIES DO NOT CREATE CONTRACT RIGHTS**

Although the BOD, the PC, and OCF will, at all times, attempt to abide by the Personnel Policies, these policies do not create any contract or employment rights for any employee or volunteer.

## **IV PROCEDURES**

### **A. ACCIDENT PROCEDURES**

It is the policy of OCF that employees must report any on-the-job accident or injury to their supervisor or the Executive Director within 24-hours of the occurrence or as soon as is reasonably possible. This report must include the nature of the injury, time and date of occurrence, and medical attention received. All claims for employee's injury or medical care shall be submitted to OCF's workers' compensation carrier for adjudication. OCF will not be liable for any financial reimbursement to the employee.

### **B. HIRING PROCEDURES FOR TEMPORARY EMPLOYEES**

The BOD will authorize funds for hiring temporary employees. Any Contract and Regular employee whose job description gives authority to hire temporary employees may hire those employees without following the hiring process for Contract and Regular employees.

### **C. HIRING PROCEDURES FOR CONTRACT AND REGULAR EMPLOYEES**

#### **1. Job Descriptions**

All Contract and Regular employees shall have a job description. Temporary employees may or may not have a job description. The PC will work with existing OCF members who are most familiar with the positions of employment to insure that adequate and quality job descriptions are developed. Job descriptions include job duties, qualifications, salary range, supervisory chain, and evaluation criteria. Job descriptions may be reviewed and may have changes suggested and incorporated at any time. Job descriptions and changes will be prepared by the PC and approved by the BOD.

#### **2. Advertising Openings**

The PC will develop an advertisement soliciting résumés from interested individuals. Openings will be advertised at least once in the *Fair Family News* as well as in appropriate regional publications and electronic media. Advertisements will contain the title of the position, the statement "Salary commensurate with experience," a statement that consideration will be given to OCF participants, that a job description is available, the date by which résumés must be received, the address to which résumés must be sent, and the phone number of OCF's office.

#### **3. Hiring Committee**

For Contract and Regular employee hiring the Hiring Committee shall consist of the PC, the Executive Director for all positions other than Executive Director, paid supervisor(s) of the position being filled, and at least two people appointed by the BOD from OCF family who have submitted letters of interest in being on this committee. In appointing the Hiring Committee, the BOD will act to ensure a broad representation of the operational family.

#### **4. Résumé evaluation**

The Hiring Committee will evaluate résumés to determine which candidates will be interviewed. Résumés will be evaluated according to skill and experience criteria as outlined in the job description and consideration will be given to applicants who have a history of involvement with OCF.

#### **5. Interview Process**

Candidates who are invited to participate in the interview process must provide for their own transportation, meals, and lodging. Individual interviews will USUALLY be scheduled in the evenings or on weekends. The Hiring Committee will schedule and conduct interviews.

The Hiring Committee will develop an appropriate process to evaluate and rank the candidates. It may use a rating system to help with candidate evaluation and may assign preference points to OCF participants. Once the candidates have been ranked, the Hiring Committee will make its recommendation to the hiring authority in executive session as specified below:

**For all Regular and Contract positions other than Executive Director:** The hiring authority is the Executive Director who will make the final hiring decision.

**Executive Director hiring:** The hiring authority is the BOD which will make the final hiring decision. The Hiring Committee will recommend it's number one candidate. In the event that the BOD does not approve of the committee's recommendation, the next most favorable candidate will be recommended for approval at that time. This will continue until a candidate is agreed upon or all candidates have been eliminated from consideration. In the case that the BOD does not find any candidate acceptable, the PC will re-initiate the entire process.

6. Follow-up to unsuccessful applicants

The Hiring Committee will be responsible for follow-up to unsuccessful candidates. Persons who submitted a résumé but were not successful in achieving an interview will be sent a letter so stating within one week after completion of the résumé evaluation process.

Candidates who were interviewed but not hired will receive a phone call within 24-hours of the hiring decision and a letter within one week of the hiring decision, informing them of the decision not to hire them.

#### **D. ORIENTATION**

New employees will meet with their supervisor(s) and the PC for an orientation to OCF's personnel policies, Guidelines, Bylaws, budget, coordinator phone list, etc.

#### **E. TRAINING**

1. New employees will participate in on-the-job training. On-the-job training may include meeting attendance as instructed by the supervisor, employee job description, or PPP Manual. When appropriate, new employees may meet with current employees, and appropriate crews for the purpose of gaining an understanding of operational and crew procedures.
2. New and current employees may be required to participate in educational or skills training as a result of employee evaluation, position development, or as required by the employee's supervisor. Such training is to be at OCF expense.
3. Temporary employees will participate in whatever training is required by the employee's supervisor(s).

All employees who will be on site during the annual event will attend intervention training during their first year as an OCF employee and as possible and/or as directed by supervisor(s), PC, and/or BOD.

#### **F. PROBATIONARY PERIOD**

The probationary period for all Contract and Regular employees is normally three (3) months or as specified by the BOD, but shall not be completed until the employee receives a letter stating that the probationary period is over. Any employee on probation may be terminated during the probationary period for any reason without notice by the position's hiring authority. The probationary period may be extended up to an additional three months at the discretion of the PC. The PC shall notify the employee of the length of the additional probationary period and the reason(s) for the extension.

The probationary period for the Executive Director's position is nine months in length or as specified by the Board.

The probationary period is a trial period for employment. Successful completion of the probationary period does not alter the "at-will" nature of the employment relationship, which may always be terminated at any time by either party, with or without cause.

The Executive Director cannot hire or fire employees during the Executive Director's probationary period.

#### **G. DISCIPLINARY ACTION**

Upon complaints of employee misconduct, the PC will investigate, review, and make recommendations to the BOD and the Executive Director for appropriate disciplinary action.

### **V EMPLOYEE ANNUAL REVIEW**

#### **A. POLICY**

All Contract and Regular employees of OCF will have an annual review which will usually occur after that year's Fair.

#### **B. OBJECTIVES OF THE EVALUATIONS**

The objectives of the evaluations are:

1. Evaluate the job performance based on job description.
2. Evaluate the quality of relationships, communication, and effectiveness between the employer(s), employee and related staff and volunteers.
3. Provide feedback for improvement of job performance.

#### **C. PROCESS FOR EVALUATION**

For the Executive Director position Evaluation forms will be developed by the PC. The evaluation form and a copy of the job description will be distributed to the BOD (as the employer), the corporate officers, other OCF Contract and Regular employees, and other interested OCF members. The timing of the evaluation will be announced at a BOD meeting and any interested OCF family member may provide feedback on an available form or

in any form. The Executive Director may request that the review forms be sent to additional staff and/or volunteers.

For all other paid employees

The Executive Director will develop and administer appropriate evaluations conforming to the Policy and Objectives for evaluations as specified above. Feedback from these evaluations will be provided to the BOD.

## **VI COMPENSATION AND BENEFITS:**

### **A. COMPENSATION, PAY RANGES AND SALARY INCREASES**

1. The compensation rate and schedule for Temporary employees will be set by the hiring authority.
2. Salary increases for Contract or Regular employees shall be given in accordance with the *Step Increase Table* on the next page, within the salary range set indicated for each position (listed below the *Step Increase Table*). The *Step Increase Table* will be reviewed periodically and may be adjusted by the BOD.
3. Employees falling below Step 1-1 on the *Step Increase Table* will receive an annual cost of living adjustment (COLA). Employees who have reached the top step within their job description salary range will thereafter receive an annual COLA.

COLA percentages will be specified as follows: every year, as of the first of March or as soon as the prior calendar year's annual average consumer price index data are available, the new base salary will be determined by adjusting the current base salary by the most recent calendar year's annual percentage change in the annual average consumer price all-items index for all urban consumers for the Portland-Salem, OR - WA Metropolitan Statistical Area. The new base salary will be effective retroactively to the first of January of the current year.

Step increases will be given on January 1 of each year. An employee who is on initial or disciplinary probation will not be given a step increase.

### Step Increase Table

<b>Range 1</b>	<b>Salary</b>	<b>Salary</b>	<b>Step Increase</b>	<b>Step Increase</b>	<b>% Increase</b>
Step	Per Year	Per Month	Per Year	Per Month	Per Year
1	\$16,000.00	1,333.00	N/A	N/A	N/A
2	\$17,000.00	1,416.67	1,000.00	83.33	6.25%
3	\$18,000.00	1,500.00	1,000.00	83.33	5.88%
4	\$19,000.00	1,583.33	1,000.00	83.33	5.56%
5	\$20,000.00	1,666.67	1,000.00	83.33	5.26%
6	\$21,000.00	1,750.00	1,000.00	83.33	5.00%
7	\$22,000.00	1,833.33	1,000.00	83.33	4.76%

<b>Range 2</b>	<b>Salary</b>	<b>Salary</b>	<b>Step Increase</b>	<b>Step Increase</b>	<b>% Increase</b>
Step	Per Year	Per Month	Per Year	Per Month	Per Year
1	\$22,300.00	1,858.33	N/A	N/A	N/A
2	\$23,600.00	1,966.67	1,300.00	108.33	5.83%
3	\$24,900.00	2,075.00	1,300.00	108.33	5.51%
4	\$26,200.00	2,183.33	1,300.00	108.33	5.22%
5	\$27,500.00	2,291.67	1,300.00	108.33	4.96%
6	\$28,800.00	2,400.00	1,300.00	108.33	4.73%
7	\$30,100.00	2,508.33	1,300.00	108.33	4.51%

<b>Range 3</b>	<b>Salary</b>	<b>Salary</b>	<b>Step Increase</b>	<b>Step Increase</b>	<b>% Increase</b>
Step	Per Year	Per Month	Per Year	Per Month	Per Year
1	\$30,400.00	2,533.33	N/A	N/A	N/A
2	\$32,000.00	2,666.67	1,600.00	133.33	5.26%
3	\$33,600.00	2,800.00	1,600.00	133.33	5.00%
4	\$35,200.00	2,933.33	1,600.00	133.33	4.76%
5	\$36,800.00	3,066.67	1,600.00	133.33	4.55%
6	\$38,400.00	3,200.00	1,600.00	133.33	4.35%
7	\$40,000.00	3,333.33	1,600.00	133.33	4.17%

<b>Range 4</b>	<b>Salary</b>	<b>Salary</b>	<b>Step Increase</b>	<b>Step Increase</b>	<b>% Increase</b>
Step	Per Year	Per Month	Per Year	Per Month	Per Year
1	\$40,300.00	3,358.33	N/A	N/A	N/A
2	\$42,200.00	3,516.67	1,900.00	158.33	4.71%
3	\$44,100.00	3,675.00	1,900.00	158.33	4.50%
4	\$46,000.00	3,833.33	1,900.00	158.33	4.31%
5	\$47,900.00	3,991.67	1,900.00	158.33	4.13%
6	\$49,800.00	4,150.00	1,900.00	158.33	3.97%
7	\$51,700.00	4,308.33	1,900.00	158.33	3.82%

<b>Range 5</b>	<b>Salary</b>	<b>Salary</b>	<b>Step Increase</b>	<b>Step Increase</b>	<b>% Increase</b>
Step	Per Year	Per Month	Per Year	Per Month	Per Year
1	\$52,000.00	4,333.33	N/A	N/A	N/A
2	\$54,200.00	4,516.67	2,200.00	183.33	4.23%
3	\$56,400.00	4,700.00	2,200.00	183.33	4.06%
4	\$58,600.00	4,883.33	2,200.00	183.33	3.90%
5	\$60,800.00	5,066.67	2,200.00	183.33	3.75%
6	\$63,000.00	5,250.00	2,200.00	183.33	3.62%
7	\$65,200.00	5,433.33	2,200.00	183.33	3.49%

Executive Director: Range 4-1 to 5-7.  
Operations Manager: Range 3-1 to 3-7.  
Site Manager: Range 3-1 to 3-7.  
Administrative Assistant: Range 2-1 to 2-7.  
Caretaker: Range 1-1 to 1-7.  
Office Assistant: Range 2-1 to 2-7.

Any changes to the *Step Increase Table* will be discussed with the Budget Committee for feasibility before presentation to the BOD.

**B. WORK SCHEDULES AND OVERTIME**

During the new employee's orientation and training, the employee and their supervisor will determine the employee's work schedule based on the tasks necessary to achieve completion of the work load.

Employees are expected to keep an accurate record of the hours that they work and provide the record to the supervisor or make them available to the PC upon request.

Employees who are exempt from overtime will not be eligible for any overtime pay. Non-exempt employees, Regular and Temporary, can only work 40 hours per week. Any overtime must be specifically assigned by the immediate supervisor. Overtime will be paid at the rate of time and a half.

**C. EMPLOYER TAXES/PAYROLL DEDUCTIONS**

Employer shall pay its tax liability based on the compensation of its employees. In addition, employer shall withhold all necessary payroll deductions to meet legal tax requirements based on the information supplied in a completed W-4 form.

**D. EXPENSE REIMBURSEMENT**

Employees will be responsible for providing their own transportation to and from the work site at their own expense. Employees will be reimbursed at the current IRS-approved rate for vehicle use while conducting OCF business. A mileage log must be kept and submitted for reimbursement. Other expenses may be approved by the BOD upon recommendation of the Budget Committee or by the Executive Director within authorized spending limitations.

**E. BENEFITS**

1. Contract and Regular *full-time* and part-time employees under age 65 who are scheduled to work 20 or more hours per week are entitled to such benefits as authorized by the BOD. As of the date of these policies, those benefits are:
  - a. Personal Time (see Section G below)
  - b. Health insurance as adopted by the BOD
  - c. Employee retirement contributions (See Section H below.)
  
2. Contract and Regular *full-time* and part-time employees 65 or more years of age who are scheduled to work 20 or more hours per week are entitled to such benefits as authorized by the BOD. As of the date of these policies, those benefits are:
  - a. Personal Time (see Section G below)
  - b. At such time as an employee becomes eligible and signs up for Medicare, the OCF will no longer include them in the employer group plan for basic health insurance and will instead include a Medicare supplement health insurance plan (including Medicare Part D, or equivalent, if elected by the employee) as a pre-tax health insurance benefit under the group health insurance plan. The employee will qualify for an increase in their monthly pay that will be equal to the sum of the Medicare premium and employee taxes on that amount. Maximum dollar amount of this benefit cannot exceed pre-age 65 monthly health insurance premium. The employee will continue to qualify for any additional coverage provided by the OCF, such as dental insurance.
  - c. Employee retirement contributions (See Section H below.)
  
3. Regular *part time* employees scheduled to work fewer than 20 hours per week are entitled to such benefits as authorized by the BOD. As of the date of these policies, those benefits are:
  - a. Pro-rated personal time (See Section G below)
  - b. Employee retirement contributions (See Section H below.)
  
4. Temporary and probationary employees are not entitled to any benefits including paid vacation, sick leave, or other form of paid leave or personal time except if required by law or as designated by the BOD.

#### **F. PAY DAYS**

Employees may be paid twice a month, receiving up to 50% of their salary on the working day closest to the 15th and 30th of the month.

#### **G. PERSONAL TIME**

After their probationary period or as designated by the BOD, Regular employees are eligible for personal time. Personal time may be used for any purpose. It is accrued at the rate of one-eighth hour per hour worked, up to 40 hours per week starting at the end of the probationary period. Personal time is not accrued while taking personal time. Personal time will be documented and such records will be kept current by the Executive Director.

Use of personal time should be scheduled with the employee's immediate supervisor in advance whenever possible. Up to a total of 120 hours of personal time may be carried over from one Personal Time accrual year to the next.

#### **H. EMPLOYEE RETIREMENT**

Temporary employees are not entitled to any retirement contributions except as required by law.

After their probationary period, Regular employees are eligible for TSA 403 b contributions. Contributions will be made on a 7% of gross pay basis. An additional matching contribution will be made on a 1% for 2% basis up to an additional 2% of gross pay. Maximum retirement contribution is 9% of gross pay.

**I. JURY DUTY**

Employees called to jury duty will be compensated for up to one week of jury duty as if they were working for OCF. If an employee is called to jury duty during the months of June or July, OCF will advocate on behalf of the employee to have the jury duty time changed to a more convenient date. Up to one week of jury pay is to be returned to OCF.

**I. LEAVE WITHOUT PAY**

Employees may be granted leave without pay upon recommendation of the PC to the BOD and with BOD approval. Leave without pay will be limited to a maximum of three months. Employees eligible for parental or family leave will be granted such leave in accordance with law.

**J. LEAVE WITH PAY**

Regular *full time* employees are eligible for sabbatical after every seven years of continuous employment with OCF. A prior sabbatical does not detract from accrued time, that is, the first seven year cycle begins on the date the employee was hired, the second seven year cycle begins on that date seven years later regardless of whether or not the employee takes a sabbatical. Each such leave requires a written request to the BOD outlining the purpose of the sabbatical, any benefit to OCF, and any suggestions on who/how the employee's work could be covered during the absence. The employee may request the equivalent of three months with full pay. Such request should be made at least three months before the sabbatical is to begin. Such request may be denied by the BOD only if the BOD determines that such sabbatical would cause extreme financial or other serious extenuating circumstances. Any employee who takes a sabbatical and who then terminates their employment within one year of the date they were to return from the sabbatical will repay OCF a pro-rata portion of the salary they received during the sabbatical. The pro-rata share shall be calculated by multiplying the total salary (including benefits) received by the employee by a fraction, the numerator of which is the number of months from the date of return to the date of termination and the denominator of which is 36.

Under exceptional individual circumstances, an employee may be granted up to three months leave with pay by the BOD.

**VII SEPARATION FROM EMPLOYMENT**

**A. LAYOFF PROCEDURES**

An employee will not be given less than two weeks written notice in the event of layoff because of lack of work or lack of funds.

**B. VOLUNTARY RESIGNATION**

Any Regular employee shall provide written notice to the Executive Director and PC at least 14 days prior to voluntarily leaving employment. The Executive

Director shall provide written notice to the BOD and the PC at least sixty days prior to voluntarily leaving employment and the period of June 1 through the annual OCF event will not be included in that sixty day period.

### **C. INVOLUNTARY TERMINATION**

Temporary employees may be terminated at any time for any reason by their immediate supervisor or the Executive Director.

Non-contract employees may be terminated by the Executive Director following consultation with the BOD and PC in executive session. Such recommendation shall incorporate the opinion of the supervisor(s), the BOD, and PC and will include a description of any remedial measures which the supervisor(s) and/or PC has instituted with the employee and the results of these efforts. Upon termination Contract and Regular employees will be given two weeks severance pay, unless the BOD, IN ITS SOLE DISCRETION, denies it. The Executive Director will notify the employee of the decision in writing.

The Executive Director may be terminated by BOD action.

## **VIII MISCELLANEOUS MATTERS**

### **A. FISCAL RESPONSIBILITY**

Employees are expected to abide by OCF's budgets with the highest integrity and fiscal responsibility.

### **B. BONDING**

The BOD may "bond" employees in order to further insure fiscal security. If the BOD desires to bond employees, OCF shall pay all costs associated with such bonding.

## **IX INTERPRETATION**

### **A. ARBITRATION**

Any claims against OCF arising from these policies or connected herewith shall first go through OCF grievance procedure, EXCEPT FOR HARASSMENT COMPLAINTS, and shall then be submitted by the parties to a mutually agreeable party to be arbitrated under mutually agreeable arbitration rules. If the parties are unable to agree, the arbitration shall be conducted under ORS 36.300-36.365. THIS POLICY SHALL NOT REQUIRE THAT HARASSMENT COMPLAINTS GO THROUGH OCF GRIEVANCE PROCEDURE BUT THEY ARE SUBJECT TO MANDATORY ARBITRATION.

### **B. GOVERNING LAW**

Interpretation of these policies shall be governed by the laws of the State of Oregon. Any dispute regarding these policies shall be resolved within the State of Oregon and under the statutes and pertinent laws of the State of Oregon.

## **X EFFECTIVE DATE**

Any amendments to this manual are effective as of the date they are adopted by the BOD.

**EMPLOYEE ACKNOWLEDGMENT**

I acknowledge that I have read OCF's Personnel Policies Manual and all updates through the date of this acknowledgement. I have had an opportunity to discuss these policies with OCF PC and my immediate supervisor. I accept employment with OCF under the conditions described and I agree to abide by these policies.

\_\_\_\_\_

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