EMPLOYEE HANDBOOK

OKANOGAN COUNTY ELECTRIC COOPERATIVE, INC. (OCEC)

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WELCOME Okanogan County Electric Cooperative, Inc. (OCEC)

This handbook has been prepared to inform new and existing employees of OCEC procedures and to establish the company's expectations. It is not all-inclusive or intended to provide strict interpretations; rather, it offers an overview of the work environment. This handbook is not a contract, expressed or implied, guaranteeing employment for any length of time and is not intended to induce an employee to accept employment with OCEC.

OCEC reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its procedures, in whole or in part, whether described within this handbook or elsewhere, in its sole discretion. If any discrepancy between this handbook and current company procedures arise, current company procedure prevails. We will endeavor to keep you informed of the company's procedures, however, we cannot guarantee that notice of revisions will be provided. Feel free to ask questions about any of the information within this handbook.

OCEC is an At-Will Employer. An at-will relationship can be terminated at any time, with or without reason or notice by either us or you. This at-will employment relationship exists regardless of any statements by office personnel to the contrary unless you are covered by a collective bargaining agreement. Only OCEC's General Manager is authorized to modify the at-will nature of the employment relationship, and the modification must be in writing.

While this handbook applies to all employees, in the event of a conflict with a collective bargaining agreement, the collective bargaining agreement controls. However, if a policy or procedure is not addressed in a collective bargaining agreement, this handbook controls.

This handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees.



SECTION 1

EQUAL EMPLOYMENT OPPORTUNITY

OCEC is an equal opportunity employer. OCEC employs, retains, promotes, terminates, and in other ways treats all employees and job applicants on the basis of merit, qualifications, and competence. This policy is applied without regard to any individual's sex, race, color, religion, national origin, creed, pregnancy, age (over the age of 40), marital status, disability, sexual orientation/gender identity, honorably discharged veteran or military status, or any other basis protected by local, state, or federal law.

Conduct and/or interaction between employees, regardless of any supervisory relationship, that is intended or could reasonably be construed as offensive or insensitive with regard to the employee's sex, race, creed, color, ethnic background, age (over 40), religion, sexual orientation, national origin, physical, mental or sensory disability, or any other legally protected characteristic will not be tolerated.

Women affected by pregnancy, childbirth or related conditions or occurrences are treated the same for all employment related purposes, including receipt of benefits under fringe benefits programs.

Our facilities, such as restrooms, fountains and transportation facilities, are not maintained or operated on a racially segregated basis.

If you feel that you have not been treated fairly by your supervisor you have the right to appeal to the next level of supervision.

WORKPLACE HARASSMENT

OCEC is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, sexual orientation, race, color, national origin, age, religion, marital status, physical, mental or sensory disability, or any other legally protected characteristic will not be tolerated. The environment will permit and encourage each employee to achieve his or her highest level of productivity and job satisfaction. This environment is one which is fair, responsible, and treats each employee with respect and dignity. If investigation of a complaint of workplace harassment produces evidence that such harassment has occurred, appropriate disciplinary actions will be taken.

1. Sexual Harassment-Definition:

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

2. Workplace Harassment-Definition:

Workplace Harassment is defined as unwanted conduct based on an individual's race, color, sex, sexual orientation, religion, age (over 40), national origin, marital status, physical, mental or sensory disability, or any status protected under applicable local, state or federal law. As with sexual harassment, this includes all conduct that has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment. Examples of prohibited conduct include, but are not limited to, slurs or demeaning comments to employees or members of the public relating to race, ethnic background, sexual orientation, gender, religion, age (over 40), disability, or any other protected class status.

The following is a partial list of sexual or workplace harassment examples which includes but is not limited to:

- Unwanted sexual advances or propositions.
- Offering employment benefits in exchange for sexual favors.
- Any indication, expressed or implied, that an employee's job security, job assignment, conditions
 of employment, or opportunities for advancement depend or may depend on the granting or
 referring of sexual or social favors to any other employee, supervisor, or manager.
- Making or threatening reprisals after a negative response to sexual advances.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.
- The deliberate or careless dissemination of materials (such as cartoons, articles, pictures, etc.), which have sexual or other inappropriate content to employees.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually
 degrading words used to describe an individual, or suggestive or obscene letters, notes, or
 invitations.
- Use of any offensive or demeaning terms, which have a sexual or other inappropriate connotation.
- The deliberate or careless creation of an atmosphere of sexual or other inappropriate workplace harassment or intimidation.
- The deliberate or careless expression of jokes or remarks of sexual or other inappropriate nature to or in the presence of employees who may find such jokes or remarks offensive.

All employees should treat their co-workers, subordinates, and supervisors with respect at all times.

3. Application:

We will not condone, permit nor tolerate workplace harassment of employees in any manner whatsoever. It is not necessary that there be a supervisory relationship between employees for harassment to occur. Persons who engage in such harassment are subject to appropriate discipline up to and including termination of employment.

To assist in monitoring possible workplace issues, if a supervisor becomes involved in a romantic relationship with another employee, the supervisor is required to immediately report such relationship to the General Manager. If the General Manager becomes involved in a romantic relationship with an employee, the General Manager is required to report such relationship to the Board President.

The prohibitions against workplace harassment also apply to non-employees with whom our employees come into contact in connection with their employment with us. Consequently, if an employee feels discriminated against or harassed (sexually or otherwise) by a non-employee in connection with his/her employment, the employee should use the procedure outlined in this policy.

4. Complaint Procedure:

Any employee who feels that they have been subjected to workplace harassment in any form should report the incident immediately to his/her supervisor or other management representative. If the immediate supervisor is involved in the activity, the violation should be reported immediately to the General Manager. Complaints will be kept confidential to the extent possible, while allowing an investigation to proceed. An investigation of complaints will be undertaken as soon as practical.

5. False Accusations:

We recognize that the question of whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination based on all facts in the matter, and that false accusations of workplace harassment can have serious negative effects on employees. Therefore, an employee who knowingly makes false accusations against others is subject to discipline as well. We trust that all employees will act reasonably to establish a pleasant working environment free of discrimination.

6. Retaliation:

Any form of retaliation, including but not limited to derogatory comments, against individuals making harassment complaints, witnesses, or any other involved employees is strictly prohibited. Retaliatory activities will be treated as a violation and subject the individual to the same disciplinary consequences up to and including termination.

Any employee in violation will be subjected immediately to disciplinary action ranging from written warning to discharge, depending upon the severity of the violation in each case.

Any retaliatory conduct should be reported immediately to your supervisor or alternately, if your supervisor is engaging in such conduct, you should report the alleged retaliation to General Manager. If the General Manager is engaging in retaliation conduct, then such conduct should be reported to the Board President. Retaliatory conduct can be cause for disciplinary action, which may include immediate termination of employment.

7. <u>Discipline:</u>

Workplace harassment is a serious offense. Any employee who is found to have engaged in such conduct will be subject to appropriate disciplinary action, which may include immediate termination of employment.

WORKPLACE VIOLENCE

1. Policy:

We are committed to preventing workplace violence and to maintaining the safe work environment and as such, have adopted the following guidelines to deal with intimidation, harassment or other threats of or actual violence that may occur onsite or offsite during work-related activities.

All employees, customers, members, or vendors should be treated with courtesy and respect at all times. Conduct that threatens, intimidates or coerces another employee, customer, member, or vendor will not be tolerated. Our resources may not be used to threaten, stalk or harass anyone at or outside the workplace. We treat threats coming from an abusive personal relationship the same as other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, or the Office Manager or General Manager. When reporting a threat or incident of violence, you should be as specific and detailed as possible. You should not place yourself in peril, nor should you attempt to intercede during an incident.

You should promptly inform the office manager of any protective or restraining order that you have obtained that lists the workplace as a protected area. You are encouraged to report safety concerns with regard to intimate partner violence.

2. Investigations and Enforcement:

We will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. We will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. To maintain workplace safety and the integrity of its investigation, we may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines is subject to prompt disciplinary action up to and including termination of employment.

COMPENSATION POLICY

1. General:

Our goal is to provide salaries and wages that are adequate to attract and retain qualified personnel and to provide incentives, which encourage superior performance, growth and development.

We endeavor to provide for compensation planning on a systematic and controlled basis to avoid unnecessary salary expense and permit the Board of Directors ("Board") and management to more accurately determine budget requirements and long range plans.

2. Salary and Wage Plan Provisions:

We endeavor to establish an appropriate salary or wage range for each position which:

- Takes into consideration responsibilities, knowledge, skill and effort required by the position.
- Is competitive with salaries paid for similar positions in the labor market from which personnel are recruited.
- Adjusts non-bargaining unit employee's wage based on the market for these positions.
- Is administered in a manner that each employee recognizes that his/her salary and wage is being evaluated objectively.
- Establishes effective control of salaries, permitting proper budgeting of payroll expenses and providing fairness and equity in salary payments.

3. Conditions of the Salary and Wage Plan

We provide information regarding the salary range and performance for your position to assist in providing an understanding of possible advancement possibilities.

Each position is assigned a position title. Those individual positions, which are substantially the same from the standpoint of duties performed, are usually classified under the same position title. Management is responsible for approving salary ranges for each position title.

Usually new employees start at the minimum of the salary range for their position, unless previous work experience and training indicate that the employee justifies a different placement in the salary range.

Salary ranges for professional, clerical and other non-craft employees are usually assigned a specific compensation level according to the relative degree of responsibility, thought, skill, effort and teamwork required for each position.

Salary adjustments may be made within an approved salary plan/range with the approval of the General Manager.

If you seek and secure a new position within OCEC your current rate of compensation may be adjusted either up or down, as decided by management, to fall within the salary range for the new position.

If the duties for your position substantially change, then your immediate supervisor should evaluate the position and may provide a new position description to help determine whether there should be a change in the salary range either upward or downward.

EMPLOYEE CLASSIFICATIONS

Your wages or salary, benefits and job duties are determined in part by your employee classification and job title. The following are the employee classifications we use. You may fall into more than one of these categories:

1. Full-Time Employee:

An employee who is hired to work an average of 40 or more hours per week.

2. Part-Time Employee:

An employee who is hired to work an average of 39 or fewer hours per week.

3. On-Call Employee:

An employee who is hired specifically to work on an **intermittent** or **as-needed** basis. On-call employees who have not worked over a period of 6 consecutive months lose on-call employee status and are considered terminated for all employment purposes.

4. Non-Exempt Employee:

An employee who is covered by the minimum wage, and overtime provisions of the wage and hour laws.

5. Exempt Employee:

An employee who meets the legal requirements of exempt status and is paid a fixed salary on a biweekly or monthly basis rather than an hourly wage. An exempt employee does not receive overtime pay.

WORK HOURS, LUNCH & REST PERIODS

Employees will work a 10-hour workday year-round. Four 10-hour working days (shifts) falling in sequence in a seven-day period from Sunday through Saturday shall constitute a workweek for employees.

- 1. The 4 day 10-hour workday for all employees begins on Monday through Thursday at 7:00 A.M. to 5:30 P.M. with a half hour (1/2) lunch. An office employee may elect to take a one (1) hour lunch and either start his/her day at 6:30 A.M. or extend his/her work day to 6:00 P.M.
- 2. You are allowed a 15-minute rest period for each 4 hours of working time. We endeavor to schedule such rest periods as near as possible to the mid-point of each 4-hour shift. This provision does not apply to those individuals who are free to take several "mini" rest periods at their discretion and with the permission of their Manager. If these "mini" rest periods total

15 minutes in aggregate, they substitute for a scheduled rest period. Examples of mini rest periods are personal phone calls, eating a snack, personal conversations and whenever there is no work to do for a few minutes during a work shift.

Accurate records of the hours you work ensure that you are paid correctly and that you receive full credit for the work you do; you <u>must</u> report all hours worked.

ATTENDANCE AND TARDINESS

Regular and punctual attendance is an ongoing condition of employment; is an essential function of every position and to the smooth operation of our organization; and shows respect for your fellow employees who must do your job in your absence. You must report for work regularly and on time. If you are unable to report to work or will be late, call your supervisor each day before your scheduled starting time and provide an explanation for your absence or tardiness. You must speak with your supervisor directly; or if your supervisor is unavailable, you must inform another supervisor if your absence or tardiness is due to an emergency, please call in, or have someone call in for you, as soon as possible.

Attendance or tardiness problems, including failure to call in, may result in discipline, up to and including termination of employment.

OVERTIME, FLEXTIME, AND COMP TIME

1. Overtime:

All employees except those in "exempt positions," pursuant to the Fair Labor Standards Act and state law, are paid overtime wages at the rate of double the regular hourly rate for all time worked beyond the regular ten (10) hour day or shift. Holidays, vacations, sick leave and other forms of paid leave are not treated as time worked for purposes of calculating overtime pay.

The immediate supervisor needs to approve all overtime, preferably in advance.

2. Flextime:

Flextime may be allowed when it benefits the members or OCEC. Your immediate supervisor approves all flextime.

3. Comp Time:

In limited circumstances, comp time may be available for non-exempt employees.

Comp time must be taken within the same work week. . Employees required to work extra hours may, but are not required to, accept comp time within the same work week in lieu of overtime pay provided they receive advance approval. Comp time within the same work week is provided on an hour for hour basis. If working overtime, one hour of overtime equals two hours of comp time.

Management and professional employees classified as exempt are usually not eligible for comp time or overtime.

The General Manager may authorize payment to 'exempt' employees equivalent to 2.0 times regular hourly salary for emergency situations, or for special projects where excessive hours over forty (40) per week are required above normal duties. Overtime at time and a half for salaried employees usually is paid under such circumstances that require salaried employees to put in additional work hours above and beyond normally presumed work hours. Such circumstances would include severe storms and other outages where the employee's presence would be required to help in the power restoration efforts. In these circumstances, employees working excess need to complete time tickets to document their actual time worked.

PAY PERIODS

OCEC pays wages on a monthly basis by the 7th day of each month for the previous months' work period. A draw may be paid on the 15th of each month not to exceed (½) half of the projected net monthly salary. If a pay date falls on Saturday, Sunday, or holiday, then the last preceding working date is usually the designated pay date. Deductions are made from the end of the month paycheck (payable on the first of the following month).

PERSONAL INFORMATION AND PERSONNEL RECORDS

Your personnel file contains important information relevant to your employment with OCEC, such as your job application, performance reports and salary history. These records are *confidential* and usually only designated management personnel have access to them. Occasionally, we receive requests for information from your personnel file as part of legal proceedings or government activities. We respond to such requests to the extent that we are required to do so. In other situations, we generally provide only your job title, and verification of employment dates, unless you specifically authorize us in writing to release additional information. You may review this file, not more than once yearly, by making a request in advance. This file may not be removed from its location; if you wish to make a copy of any of the items in your file, you must request permission from the General Manager or designee.

When you move, change your telephone number, or have other changes in your personal information, please keep us informed of such changes so we may keep personnel records accurate and up-to-date. It is **your responsibility** to see that we have your current address and phone number, so that we can communicate with you as needed. Please keep your supervisor informed of your current phone number so that you may be contacted when necessary.

TERMINATION OF EMPLOYMENT

All non-bargaining unit employees are employed on an "At-Will" basis which means your employment may be terminated with or without cause (at our convenience) at any time for any reason. Termination authority is vested in the immediate supervisor in consultation with the General Manager.

SECTION 2

STANDARDS OF CONDUCT AND DISCIPLINE

We function in a business environment in which quality and reliability are extremely important. We expect each employee to contribute to the quality and reliability of our services within the scope of his or her job responsibilities. Failure to meet this standard of performance may be the basis for adjustment in compensation or disciplinary action, up to and including termination of employment. Discourteous behavior to customers or co-workers is inappropriate; if you find yourself unable to communicate appropriately, ask for help from a co-worker or supervisor.

Employment with us is "at-will", unless you are covered by a collective bargaining agreement, which means your employment may be terminated at any time, with or without cause, either by you or us. However, we, in appropriate situations, may decide to use progressive discipline as a tool to correct inappropriate behavior. The use of progressive discipline is at our sole discretion and is not to be interpreted to change our status as an "at-will" employer. If progressive discipline is used, this means we will take appropriate action based on the seriousness of the situation and the circumstances. Discipline less than termination may take the form of an oral warning, a written warning, probation, or suspension. Which of these options is chosen, or whether any of them is used prior to termination, is at our sole option and will depend on the seriousness of the disciplinary action.

Listed below are non-exclusive examples of prohibited conduct. These rules of conduct may be redefined, added to, or deleted based on our needs. The listing of specific examples of prohibited conduct should not be interpreted to mean we are guaranteeing specific treatment in specific instances upon which any employee may rely, and we reserve the right to take disciplinary action for behavior not listed below. The following list of prohibited conduct does not change, in any way, an employee's status as an "at-will" employee and shall not be construed as contractual in nature.

- Failure or refusal to carry out job assignments and management requests;
- Unauthorized release or disclosure of confidential information;
- Engaging in inappropriate behavior or workplace harassment;
- Excessive use of company phone lines or Internet for personal reasons;
- Swearing or verbal abuse while at work;
- Falsification of any work, personnel, or other organizational record;
- Unauthorized taking or removal of employer or co-worker funds or property, or unauthorized charges to one of our accounts;

- Dishonesty;
- Theft;
- Possession, consumption, sale, or being under the influence of, or impaired by alcohol or a
 controlled substance at work or on work premises (except the use of medication as prescribed by
 your physician [excluding medical marijuana], and when such use does not impair your job
 performance or physical safety, or the safety of others);
- Deliberate damage to our property or that of other employees;
- Personal use of company equipment;
- Inefficient, negligent, or below-standard performance;
- Excessive absenteeism, tardiness, or failure to report in when absent or late for work;
- Sleeping on the job;
- Storage of, or bringing weapons into to the workplace or company vehicles;
- Repeated or flagrant violation of safety rules; or
- Violation of any other policy.

The examples of prohibited conduct listed above are illustrative, not all-inclusive. Other problem behavior not identified above may also lead to disciplinary action or termination on the first occurrence of such behavior.

RESPECTFUL WORKPLACE

OCEC's greatest resource is its people. It is essential to our organization that staff are provided with and contribute towards a respectful workplace where the values of trust, fairness, integrity, consideration, and dignity guide our interactions with one another.

OCEC is committed to maintaining a work environment that encourages mutual respect, promotes civil and congenial relationships among staff, and is free from all forms of harassment. OCEC will endeavor to ensure all employees have the opportunity to contribute fully and that each employee's unique contribution is respected.

The focus of this policy is to ensure a respectful workplace, prevent disrespectful behavior, and outline guidelines to address unacceptable workplace behavior should it occur.

1. Scope

This policy applies to the workplace itself and to work-related events. It covers disrespectful behavior toward employees that happens away from the workplace or after regular working hours where those behaviors have a negative impact on the workplace.

Employees are protected from unacceptable behaviors from the Board of Trustees, management, supervisors, fellow employees, patrons, professional contacts, and the general public.

2. Definitions

Acceptable workplace behaviors promote civility, respect, and professionalism. Examples may include, but are not limited to:

- Including people with different backgrounds, strengths, and opinions;
- Displaying cooperation, consideration, and appreciation;
- Resolving disagreements in a prompt, proactive, and professional manner;
- Demonstrating discretion, tact, and confidentiality.

Unacceptable workplace behaviors are negative or aggressive acts that compromise the professionalism and effectiveness of the work environment. Examples may include, but are not limited to:

- Publicly ridiculing or humiliating;
- Issuing abuse or threats;
- Using insulting, derogatory, or degrading comments, jokes, or gestures;
- Directing profanity or threatening language at others;
- Unjustifiably interfering with another's work;
- Bullying, which "refers to repeated, unreasonable actions ... which are intended to intimidate, degrade, humiliate, or undermine; or which create a risk to the health or safety of the employee ...
 Bullying behavior creates feelings of defenselessness and injustice in the target and undermines an individual's right to dignity at work."¹
- Harassment or discrimination of any kind.

NOTE: Bantering, social invitations, and other such behaviors are not prohibited by this policy as long as they are mutually consensual and agreeable. They must not involve a misuse of power or a threat, either implicit or explicit, of retaliation. The conduct must be such that a reasonable person would consider it either welcome or neutral. ¹

Every employee's actions contribute to creating a respectful workplace. The responsibilities of employees include but are not limited to:

- Taking personal responsibility for modeling acceptable behaviors, maintaining respectful relationships, and constructively resolving conflicts;
- Addressing or reporting behaviors defined as unacceptable;

¹ Washington State Department of Labor and Industries definition

 Cooperating with preventative measures introduced by management, and recognizing that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary actions.

3. Complaint Resolution Procedures

Informal Resolution

Any employee of OCEC who believes that he or she has been subjected to actions in violation of this policy should promptly and directly inform the offender that the conduct is offensive and that it must stop. If the employee is not comfortable dialoging with the offender, this step may be omitted.

Additionally, OCEC strives to provide a wide range of options to resolve complaints informally. Informal resolutions may include, but are not limited to: behavior guidance or agreements, apologies, or other measures acceptable to both the complainant and respondent.

Formal Resolution

Filing a Complaint

If a complaint cannot be resolved informally, a formal complaint may be made in writing to the General Manager. If the complaint is about the General Manager, it should be made in writing to the Board President.

All formal complaints should be made with care. Complaints should be confined to and consist of details of each incident of unacceptable behavior. Complaints should include dates, times, locations, and the names of any possible witnesses. NOTE: As all staff have a responsibility to create a respectful workplace, occurrences of unacceptable behavior may be reported by a third party such as a colleague or manager.

Investigations

Once a formal complaint has been received an investigation may commence and be resolved in a timely manner. The General Manager may act as the investigator, subject to the discretion of management.

All investigations may be kept as confidential as possible under the circumstances.

Resolution

The objective of all investigations is to ascertain the validity of each complaint and to recommend appropriate action. Possible resolutions may include but are not limited to: remedial training, transfer of the employees involved, and disciplinary actions, up to and including termination.

Repeated instances of unacceptable behavior may be considered as one of the factors in determining the appropriate level of disciplinary action. Unacceptable behavior does not need to be intentional, although intention may be relevant in assessing the severity of the behavior.

4. False or Malicious Complaints

If a complaint is found to be false or was brought for malicious purposes OCEC may take disciplinary measures against the complainant, up to and including termination. Consideration will be given to whether the complaint was filed based on a mistake and/or unsubstantiated information.

5. Retaliation

Any form of retaliation against an employee because that person initiated a complaint, acted as a witness to a complaint, or participated in a complaint resolution will be considered a violation of this policy. Retaliation may result in disciplinary action, up to and including termination.

If an employee believes that they have been subjected to retaliation, they may submit a formal, written complaint to the General Manager.

6. Confidentiality

Information collected and retained during the course of an investigation will be kept as confidential as possible. OCEC cannot guarantee absolute confidentiality. During the investigation, the General Manager will limit disclosure of investigation-related information to that which is necessary to resolve the complaint.

Files related to investigations under this policy may be maintained separately from employee personnel files. Files will be retained in accordance with the file retention schedule mandated by law.

NOTE: Information collected and retained by the General Manager may be required to be released by law, including, but not limited to, releases required for court proceedings, arbitration, or other legal actions.

The Respectful Workplace Policy is not intended to and does not create contractual rights or any type of promise or guarantee of specific treatment in specific instances upon which any employee may rely.

Employment with OCEC is "at-will" which means an employee can be terminated at any time with or without cause, with or without notice and an employee can quit at any time with or without cause. Only the General Manager can make any agreement to the contrary and any such agreement shall not be effective unless it is in writing and signed by both parties.

OCEC reserves the right to amend, delete, supplement, or rescind any of the provisions of this Policy as OCEC deems necessary and appropriate, in its sole discretion, without advance notice. This includes, but does not limit the right, to depart from its standard disciplinary procedures when, in OCECs discretion, such a departure is deemed warranted.

FITNESS FOR DUTY

This policy applies to all employees. Violations may lead to appropriate disciplinary action. This policy is intended to be interpreted consistently with state and federal law.

Our goals are to ensure that your health and safety are of a paramount concern.

1. Drug/Alcohol Policy:

The illegal (whether deemed to be illegal by state or federal law) use, possession, manufacture, distribution or dispensation of narcotics, drugs (including, but not limited to, marijuana), or controlled substances while on the job or on OCEC property will result in disciplinary action up to and including termination of employment.

Being under the influence of alcohol, while on the job or on OCEC property, will result in disciplinary action up to and including termination of employment. "Under the influence" is defined as having an alcohol concentration level measuring 0.04 or greater percent blood alcohol level.

Except for marijuana, the legal use of controlled substances prescribed by a licensed physician is not prohibited, but you are required to report this treatment to your supervisor if such substance might impair your ability to perform your work in a safe and efficient manner.

You are expected to report to work fit to perform your duties in a safe and efficient manner. When a supervisor may have reasonable suspicion (see Attachment Number 4) that you are not fit for duty, your supervisor may require that you submit to a urine test as a condition of continued employment, for any one of the following reasons:

- If you are directly involved in an accident, which results in injury to yourself, that requires immediate medical attention at a medical facility.
- If you are directly involved in an accident, which results in injury to another party, that requires immediate medical attention at a medical facility.
- If you are directly involved in an accident on company time or in a OCEC vehicle, which results in property damage in excess of \$1,500 or that requires investigation by a law enforcement officer or the filing of a State of Washington Motor Vehicle Collision Report.

If you refuse to submit to drug or alcohol testing your refusal will be treated as if you had tested positive for drugs or alcohol and as insubordination resulting in immediate disciplinary action, up to and including termination of employment.

If you are convicted of any state or federal criminal drug statute you must notify the General Manager within five days of such conviction. Failure to notify the General Manager of such conviction is grounds for immediate discharge. (See Attachment Number 1)

If you test positive for drug or alcohol use you may be given the choice between:

- Termination of Employment; or
- Signing a Return to Work Agreement (see Attachment Number 2) and participating in the Employee Assistance Program; provided, that if you have previously participated in the Employee

Assistance Program for drug or alcohol use, then you may be subject to immediate termination of employment.

If you choose this option, you must cooperate with our Employee Assistance Program (EAP) and follow its recommendations to avoid discipline. If you participate in an EAP recommended treatment as an alternative to discipline, you may be required to authorize the disclosure of information to us from the EAP regarding attendance, cooperation with the EAP's recommendations, your fitness to safely perform job duties, and for a general assessment of your progress in treatment.

If you realize that you have an alcohol or drug problem, you are encouraged to voluntarily seek confidential assistance through our Employee Assistance Program (EAP). Generally if you voluntarily seek assistance you are not placing your job in jeopardy nor will you be asked to execute a Return to Work Agreement as long as all aspects of your performance remain acceptable.

2. Basket Truck Load Limit/Weight Policy:

For your safety, load limits on basket trucks and digger trucks will not be exceeded. Basket, (platform), weight ratings are listed on the manufacturers identification name plate which is located on the unit. When weight ratings are not listed on the manufacturer's identification name plate, safety labels on the basket or unit may be referenced or the manufacturer may be contacted. The Operations Manager maintains a list of basket, platform, and capacity ratings.

- Basket liners, PPE, tools, equipment, and an employee's weight are taken into account when determining the maximum weight being put into a basket.
- If you who work in a position requiring you to work from a basket you need to maintain a weight of 300 lbs. or less inclusive of work boots and clothing, including winter wear and items included the bullet point above.
- If you work in a position requiring you to work from a basket we require you be weighed once a year. The Operations Manager will be responsible for taking and recording the measurements. If your supervisor, department manager, or the safety coordinator suspects you may be above the maximum allowed weight, (300 lbs.), you will be weighed to ensure you are in compliance.
- If you work in a position requiring you to work from a basket and weigh more than 300 pounds
 you will be given a maximum of one half year (6 months) to meet and maintain the weight
 requirements.
- If you exceed the weight requirements for working in a basket truck you will be placed on notice for a maximum of one-half year and may have your wages and advancements frozen during this time. After being placed on notice, if you bring your weight to or below 300 lbs., inclusive of previous mentioned equipment, you must maintain that weight for 60 days before being taken off notice. Once you are taken off notice for exceeding the weight requirement you will be weighed once a month for the next six months. If you are taken off notice, but exceed the weight

requirement a second time during the following 12 months you may be given an opportunity to transfer to a vacant position that does not require basket work. If there are no vacant positions or if you are not qualified for any available vacant positions you will be terminated.

If you need assistance in reducing your weight to meet the requirements of this section, you may
utilize available programs through our health insurance plan and/or utilize the Employee
Assistance Program.

NEPOTISM

Applicants or employees are not considered for regular employment in any department if the applicant/employee is related to the supervisor of the department in which he/she is applying. This applies to Okanogan County Energy Incorporated (OCEI) as well.

No applicant shall be considered for regular employment at OCEC or OCEI if he/she is related to the General Manager.

The term "related" shall include the following relationships:

Spouse or Domestic Partner

Daughter or Daughter-in-law

Son or Son-in-law

Brother or Brother-in-law

Sister or Sister-in-law

Mother or Mother-in-law

Father or Father-in-law

Should a relationship, as defined above, develop within OCEC or OCEI as a result of marriage or other, we have the responsibility to assure that no employee/supervisory relationship exists as a result as such marriage. Reassignment or transfer may be considered, provided there is a need and the individual is qualified and a vacancy exists.

An employee/supervisory relationship is defined as when an employee has the power to recommend the appointment or promotion, or certify the salary, over the other employee. The term is not limited to upper levels of management, but includes all levels of management where these functions, or any one or more of them, in fact are performed. For example, a foreman is in a supervisory relationship with reference to those on his/her crew.

SECTION 3

TECHNOLOGY ACCEPTABLE USE POLICY

All OCEC supplied technology systems including computers, company-licensed software, Internet access, electronic mail (e-mail) systems and the telephone system belong to OCEC and as such, all our policies are in effect at all times. No use of OCEC technology systems should conflict with the primary business purpose of OCEC or with applicable laws and regulations.

You are cautioned that you should not have any expectation of privacy while using OCEC technology systems or equipment for any purpose.

Computers:

You are prohibited from encrypting files on your computer or taking any steps that block access to files, other than the use of OCEC passwords or approved encryption programs.

Our electronic information systems are protected by the use of confidential passwords and access controls. Passwords need to be changed at least every 90 days and are subject to the requirements and standards expressed in this policy unless exceptions are approved by the IT Technician or General Manager.

OCEC user passwords need to conform to current best practices. See IT Technician for current best practices. Upon expiration, the same password cannot be reused within twenty-four (24) months. Passwords should be sufficiently complex that they are not guessed easily by others. Accounts are automatically locked after five (5) consecutive failed password attempts. Locked accounts may only be unlocked by the IT Technician or designee. Employees should use different passwords for access to OCEC accounts than for access to non-OCEC accounts. For example, passwords used for personal reasons should not be used to access OCEC accounts. Passwords are confidential and unique to each employee and should not be revealed to anyone. The "Remember Password" feature on websites shall not be used. Demands to reveal passwords are to be referred to the IT Technician or the General Manager. Passwords need to be changed and the IT Technician notified if an account of passwords is suspected to have been compromised.

The confidentiality and integrity of data stored on computer systems is protected by access control codes. You are allowed access only to those applications for which you are authorized.

You are responsible for all computer transactions that are made with your User ID and password.

You should log off of the computer you are using before leaving a workstation for an extended period, such as a break/lunch, meeting, or at the end of the day. You should not attempt to access the accounts of other users, and shall not share your User ID and password with others, including other OCEC employees. You need to treat all information accessed through OCEC computer systems as confidential and shall safeguard the confidentiality of such information in accordance with applicable law and our policies.

File downloads from the Internet are NOT permitted unless specifically authorized by the IT Technician or Office Manager, except that the Staking Technician/GIS Technician are authorized to download data and software patches that are work related and critical to their responsibilities with OCEC. You are not to install any software of any kind on your computers, including screen savers, videos, audio files or other applications. The IT Technician or his/her designee is responsible for the installation of software that is properly licensed and approved by the Office Manager or General Manager that may be installed on OCEC computers.

Your responsibilities include not knowingly allowing spyware or adware to be installed on our computers and reporting immediately any symptoms that suggest spyware or adware may have been installed on your computer.

The Internet and E-Mail:

Our electronic communication systems are reserved for conducting business at OCEC. Access to the Internet is provided to employees for the benefit of OCEC and its members for the primary purpose of conducting OCEC business.

Our electronic communication systems should not be used to send, upload or download any information that is confidential under our confidentiality policies or that is otherwise confidential in nature regarding our business matters. The Internet has many risks and inappropriate material.

To ensure that all employees are responsible and productive Internet users and to protect our interests, the following guidelines have been established for using Internet and E-Mail.

- You need to ensure that all communications are for professional reasons and that your communications do not interfere with your productivity.
- You are responsible for the content of all text, audio, or images that you place or send over the internet. All communications should have your name attached.
- Do not transmit copyrighted materials without permission.
- Comply with our policies regarding security and confidentiality of our records.
- Avoid transmission of sensitive member or customer information. If it is necessary to transmit
 information, you are required to take steps to ensure that information is delivered to the proper
 person who is authorized to receive such information for a legitimate use.
- Do not knowingly introduce a computer virus into our computer network and/or onto our computers.
- Do not load or download data of unknown origin, open attachments or click on links received from unknown senders.
- If you suspect that your workstation has been infected by a virus, IMMEDIATELY POWER OFF the workstation and notify the IT Technician or designee.

1. Acceptable Use:

When you use the Internet, you are representing us. You should safeguard against using the Internet to transmit personal comments or statements, or to post information that may be mistaken as the position of

OCEC. You are responsible for ensuring that the Internet is used in an effective, ethical, and lawful manner for the primary purpose of conducting OCEC business.

Examples of acceptable use are:

- Using Web browsers to obtain business information from commercial web sites.
- Accessing databases for information used in OCEC business.
- Using E-Mail for business communications.

2. Unacceptable Use:

You are not to use the Internet for purposes that are illegal, unethical, harmful to OCEC, or nonproductive. Examples of unacceptable use are:

- Sending or forwarding chain E-Mail, i.e., messages containing instructions to forward the message to others.
- Creating or transmitting any offensive, harassing, fraudulent or disruptive messages. Among those
 which are considered offensive, are any messages which contain sexual implications, racial slurs,
 gender-specific comments, or any other comment that offensively addresses someone's age,
 sexual orientation/gender identity, religious or political beliefs, national origin or disability, or any
 other legally protected status.
- Broadcasting non-business related E-Mails, i.e., sending the same message to more than 10 recipients or more than one distribution list, including solicitation E-mails.
- Conducting personal business using OCEC resources.
- Playing games.
- Soliciting or proselytizing others for commercial purposes, causes, outside organizations, chain messages or other non-job-related purposes.

The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message.

All messages created, sent, or retrieved over the Internet using OCEC resources are the property of OCEC. We reserve the right to access, review, audit, and monitor and intercept the content of all E-mail messages created, received or sent over our facilities and/or electronic communication system for any purpose, including reviewing a list of sites accessed by you. This monitoring may occur at any time, with or without notice to you.

All communications, including text and images, may be disclosed to law enforcement or other third parties without prior consent to the sender or the receiver. You should not have any expectation of privacy in terms of your usage of the Internet. In addition, we may restrict access to certain sites that we deem are not necessary for business purposes.

Notwithstanding our right to retrieve and read any E-mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. You are not authorized to retrieve or read any e-mail messages that are not sent to you.

If you discover a violation of this policy you should notify your supervisor, the IT Technician, or the General Manager.

Any employee who violates this policy or uses the Internet or our E-mail system for improper purposes may be subject to discipline, up to and including immediate termination of employment.

Social Networking:

We take no position on your decision to start or maintain a blog or participate in other social networking activities. However, it is our right and duty to protect ourselves from unauthorized disclosure of information. Our social networking policy includes rules and guidelines for authorized personal social networking which apply to all employees.

1. **General Provisions:**

Blogging or other forms of social media or technology include, but are not limited to, video or wiki postings, sites such as Facebook, Instagram, Snapchat, Periscope and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with OCEC.

Unless specifically instructed, you are not authorized and are therefore restricted to speak on our behalf. You are expected to protect the privacy of OCEC and its employees and are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access.

2. <u>Authorized Communications:</u>

The following rules and guidelines apply to social networking and blogging when authorized by us and performed on our time. The rules and guidelines apply to all OCEC-related blogs and social networking entries.

- Only authorized employees can prepare and modify content for any OCEC blogs or social networking sites. Content must be relevant, add value and meet a least one of the specified goals or purposes developed by OCEC. If uncertain about any information, material or conversation, discuss the content with the IT Technician.
- Any copyrighted information where written reprint permission has not been obtained in advance cannot be posted on OCEC's blog or social networking sites.
- Managers/supervisors are responsible for ensuring all blogging and social networking information
 complies with our written policies. Managers/supervisors are authorized to remove any content
 that does not meet the rules and guidelines of this policy or that may be illegal or offensive,
 Removal of such content may be done without the permission of the blogger or advance warning.

3. <u>Personal Blogs:</u>

We respect the rights of employees to write blogs and use social networking and do not want to discourage employees from self-publishing and self-expression, nor discriminate against employees who use these media for personal interests and affiliations or other lawful purposes. You are expected to follow our guidelines and policies which are to provide a clear line between you as the individual and you as the employee.

Bloggers and commenters are personally responsible for the commentary on blogs and social networking sites. Bloggers and commenters can be personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just to OCEC.

- You cannot use OCEC-owned equipment, including computers, OCEC-licensed software or other electronic equipment, nor facilities or OCEC time to conduct personal blogging or social networking activities.
- You cannot use blogs or social networking sites to harass, threaten, discriminate or disparage against employees or anyone associated with or doing business with us.
- If you choose to identify yourself as an OCEC employee, please understand that some readers may
 view you as a spokesperson for OCEC. Because of this possibility, you should state that the views
 expressed in your blog or on social networking platforms are your own and not those of OCEC, nor
 any person or organization affiliated or doing business with OCEC.
- You cannot post our logo on personal blogs or other sites.
- You cannot post OCEC-privileged information, including information or OCEC-issued documents.
- You cannot post on personal blogs or social networking sites photographs, videos or other imagery of employees, clients, vendors or suppliers, nor can you post photographs, videos or other imagery of persons engaged in OCEC business or at OCEC events.
- You cannot link from a personal blog or social networking site OCEC's external or internal web sites.
- If contacted by the media or press about any post that may relate to OCEC business, you are required to speak with the Office Manager or General Manager before responding.

We encourage you to report any violations or possible or perceived violations to the IT Technician or General Manager. We reserve the right to investigate and respond to reports of violations of the social networking policy and other related policies.

Violation of our social networking policy may result in disciplinary action up to and including immediate termination. We also reserve the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

Computer Viruses:

Computer viruses, like spyware and adware, can compromise system performance and allow sensitive OCEC information to be transmitted outside the organization. Spyware installation programs can launch even when users are performing legitimate operations, such as installing a company approved application. As a result, combating spyware requires user vigilance, as well as IT management and control.

Physical Security:

Computer hardware, software, data, and documentation is to be protected from misuse, theft, unauthorized access, and environmental hazards. Access to hardware and equipment required for our computer network, electronic communication system, and information technology infrastructure is strictly controlled. Such hardware and equipment is located in a secured and locked area accessible to only authorized individuals. A keycard or other method of identifying and authorized individual is used to access the secure area. Anyone other than an authorized employee, who needs to access the hardware or equipment located in the secured locked area, needs to be escorted by the IT Technician, Office Manager or General Manager.

Your responsibilities include:

- Placing portable storage devices out of sight and away from heat, direct sunlight, and magnetic fields. Devices containing sensitive or confidential data need to be stored in a secured locked location when not in use.
- Not exposing hardware to unfavorable environmental conditions, such as high or low humidity, extreme heat or cold, and rain or snow unless the device is specifically designed and manufactured for such exposure.
- Not installing any software. Only software that is properly licensed may be installed on OCEC computers.
- Only downloading software authorized by the IT Technician or Office Manager.
- Not taking shared portable equipment, such as laptop computers, out of the building without the
 informed consent of the employee's manager/supervisor. Informed consent means that the
 manager/supervisor knows what equipment is leaving, what data is on it, and for what purpose it
 will be used, and has approved the removal of the portable equipment for such purposes.
- Exercising care to safeguard the electronic equipment assigned to you, including any portable
 equipment. If you who neglect this duty you may be accountable for any loss or damage that may
 result.
- Not attaching peripherals or other electronic devices to your OCEC-owned computer without the
 authorization of the IT Technician or designee. Such activity may interfere with the proper and
 appropriate use of business equipment and our services to its members.
- Upon approval by the Office Manager or General Manager, the IT Technician is responsible for all
 equipment installations, disconnections, modification, and relocations, and thus other employees
 are not to perform these activities. Temporary moves of portable computers for which an initial
 connection has been set up by the IT Technician are allowed.

Protecting Credit Card Data:

Credit card information is not to be kept long term on any type of paper document. If credit card information is put on paper (by you or a member) it needs to be shredded immediately after the information has been entered into the billing system. Do not put the information in a box or bin to be shredded later. Members should be encouraged to avoid sending credit card data by email. The information could easily fall into the wrong hands if the email address is typed incorrectly or the data is intercepted.

Information Security Incidents (Breach):

All suspected internal information security incidents and that are the result of some action or inaction by an OCEC employee or contractor are be reported to the General Manager, Office manager and IT Technician immediately. Certain information security breaches are subject to federal laws, including reporting security incidents under the Health Information Portability and Accountability Act ("HIPAA"). OCEC complies with such reporting laws, as applicable.

Cell Phone Policy:

OCEC owned cell phones and service may be provided to you at the discretion of the General Manager.

OCEC owned cell phones and services are only to be used in support of official OCEC business; provided, however, that incidental, reasonable personal and emergency use is allowed.

If you are provided an OCEC cell phone, you are expected to take reasonable precautions to prevent theft, unauthorized use or vandalism of such phone, including locking the use of the cell phone and password protection.

As with any OCEC-owned equipment, the cell phone and all content, stored or downloaded material, is and remains the property of OCEC. Nothing in this policy entitles any employee to an OCEC-provided cell phone. Upon request by the General Manager, you are required to immediately provide your cell phone for inspection. At the time you cease to work for OCEC for any reason, you are required to return the cell phone, together with any other OCEC equipment in your possession, to OCEC immediately. You are responsible for reimbursing us for any charges or other damages caused by your misuse of the cell phone.

Use of personal cell phones or other devices for OCEC business:

At the discretion and with the prior approval of the General Manager or designee, you may be allowed to use your personal cell phone, and associated service for OCEC business.

While at work, you are expected to exercise the same discretion in using personal cell phones as is expected for the use of OCEC phones. Personal calls or texting during the work day can interfere with your productivity and be distracting to others. You are encouraged to make personal calls on non-work time and to ensure that friends and family members are aware of OCEC policy.

- Personal cells phones should be set to vibrate or silent in locations where incoming calls may disrupt others or workflow.
- OCEC is not liable for the loss of personal cell phones brought into the workplace.
- Employees using personal cell phones and service for OCEC business are reimbursed each month at
 a rate approximately equal to fifty percent (50%) of the monthly cost to OCEC of providing an OCECowned cell phone, including talk, text-messaging and data use.

- You are fully responsible for your personal cell phone and service used for OCEC business including, but not limited to, contract obligations and payment of bills.
- On approach to or at the job site, the foreman or lineman in charge, who is responsible for the work flow and safety of the personnel and the job site, has authority to permit and/or limit cell phone use at his/her discretion.
- You are required to refrain from using a cell phone while operating vehicles in the performance of OCEC-related business or during applicable work hours, except with the use of a hands-free device and in accordance with applicable laws. Every effort should be made to pull to the side of the road or other safe location prior to answering or initiating cell phone calls. Individuals are not to review, type, send, or otherwise engage in text messaging, emailing or any data transmission while operating a vehicle during the performance of OCEC-related business or during applicable work hours. Any employee charged with traffic violations resulting from the use of his/her cell phone while operating a vehicle is solely responsible for all liabilities resulting from said employee's use of the cell phone.

Failure to follow the Technology Acceptable Use Policy (see Attachment 5) may result in disciplinary action up to and including immediate termination of employment. If you have questions regarding any of the policy guidelines listed above, please contact the Manager of IT or the General Manager.



SECTION 4

COMMUNICATIONS

We want to keep you well informed, especially concerning matters that affect your job performance, your working environment and our overall success in meeting shared goals.

Bulletin boards are available to keep you informed of various items of interest. They are used to communicate announcements and information required by law and other official postings. Please check the bulletin boards frequently, as you are encouraged to be aware of their posted contents.

PERSONAL POSSESSIONS

We furnish desks, closets, and lockers for personal possessions; however, we do not assume responsibility for any theft or for damage to your personal belongings. You are strongly encouraged to lock up valuables and personal belongings. While at work, you should be aware that you do not have a reasonable expectation of privacy, and we reserve the right to search or otherwise access your desks, computers, personal belongings or items brought onto OCEC property.



SECTION 5

SAFETY

Employee safety depends on the safety consciousness of everyone. Always observe the special safety rules applicable in the work area, as well as the following general rules of safety:

- 1. Immediately report any injury, safety hazard, or property needing repair to your supervisor.
- 2. Keep your individual work area clean and orderly at all times.
- 3. If you are assigned a job or task requiring protective clothing or equipment, use it. Do not dress in a way that might increase the risk of a job-related injury.
- 4. Store all materials and equipment in their proper places.
- 5. Do not run or engage in horseplay on work premises.
- 6. If your job duties include handling of heavy objects, do so with the appropriate equipment and/or assistance.

ACCIDENTS, ACCIDENT REPORTS & WORKER'S COMPENSATION

If you are injured or suspect that you have been injured on the job, you must notify your supervisor immediately. It is his or her responsibility to help you evaluate the situation and assist you in obtaining appropriate medical assistance, should that be necessary.

As soon as is practical, but in no case later than 24 hours following your injury or suspected injury, you must complete an incident report form describing the circumstances surrounding the incident, as well as notifying the Office Manager of the situation. This report may be used to better assist you in obtaining Worker's Compensation benefits if you qualify for them, as well as evaluate whether protocol and/or work area changes may need to be implemented.

In those situations, where a period of absence from work for one or more days is necessary due to an onthe-job injury, you are expected to file a claim for Worker's Compensation.

FLAME RESISTANT CLOTHING

Purpose:

This flame resistant (FR) body protection section establishes the authority, responsibility, and procedures required to develop and maintain an effective FR body protection program. All affected employees working with the electrical system are required to abide by this program. This program is intended to comply with

applicable federal and state regulations, and the requirements of the most current version of the NESC-C2 as approved by Washington State.

References:

ASTM F1506: "Standard Performance Specification for Flame Resistant and Arc Rated Textile Materials for Wearing Apparel for Use by Electrical Workers Exposed to Momentary Electric Arc and Related Thermal Hazards"

ASTM F1891: "Standard Specification for Arc and Flame Resistant Rainwear"

ASTM F1959: "Standard Test Method for Determining the Arc Rating of Materials for Clothing"

2012 NESC 410.A.3: "General Requirements"

OSHA 1910.269(I) (8): "Protection from Flames and Electric Arcs" OSHA 1926.960(g): "Protection from Flames and Electric Arcs"

Objective:

OCEC's objective is to reduce injury to affected employees who could be involved in electric arcs or the hazards of flames. This ensures affected employees do not wear clothing, or head, hand and foot protection that could melt onto their skin or could ignite and continue to burn when exposed to the heat energy estimated by the arc flash analysis required in this section.

The use of insulated tools and rated cover-up in combination with this FR body protection can reduce the incident of electric arcs and flashes. De-energizing and grounding of conductors and equipment should always be considered, if possible, before any work begins.

Definitions:

Affected Employees: Employees whose positions have been identified by OCEC to require the wearing of FR body protection, specifically linemen and metermen.

Arc Rating: Maximum heat energy resistance demonstrated by a material prior to break open or onset of second-degree burn.

Arc Thermal Performance Value (ATPV): The incident energy on a material or a multilayer system of materials that results in a 50% probability that sufficient heat transfer through the tested specimen is predicted to cause the onset of a second-degree skin burn injury based on the Stoll curve, cal/cm². ATPV \approx Arc Rating.

Break Open threshold energy (E_{BT}): The incident energy on a material or material system that results in a 50% probability of breaking open.

Flame Resistant (FR): The property of a material which resists ignition and will self-extinguish if ignited.

FR Body Protection: Consists of FR head protection (Class E hard hat, safety glasses, balaclava and/or face shield), FR clothing, and proper leather hand and foot protection.

FR Clothing System: Consists of FR shirts, FR pants, FR heavy jacket and FR rain gear.

Work Area: A specific job site where work will be performed on the electrical system.

General:

OCEC's body protection has been developed with the assumption that all multi-phase potential arc flash exposes have been eliminated, and only phase-to-ground potential arc flash exposures exist in the work area. If multi-phase potential arc flash exposures cannot be eliminated, a face shield shall be worn during the work procedure.

The arc rating of body protection worn by employees shall be calculated using the arc hazard analysis detailed in the 2012 NESC, Section 410.A.3, and in Appendix E to OSHA 1910.269 "Protection from Flames and Electric Arcs." The FR body protection program shall be reviewed annually by OCEC, and after major electrical systems improvements are made.

OCEC has adopted the potential arc ratings specified in the 2012 NESC Table 410.1, for voltages between 50 and 500 volts. These arc ratings are the minimum requirements for a worker positioned where they can reach, or take tools and equipment into the Minimum Approach Distance (MAD) of exposed lines and equipment, energized between 50 and 500 Volts.

The arc rating of body protection worn by employees entering, taking tools and equipment, or working within reach of the MAD of open air, single-phase, exposed lines and equipment, energized above 1 kV, shall be determined using the maximum phase-to-ground fault current and associated breaker clearing time for each voltage level above 1 kV, with reclosing turned off. These fault currents and clearing times will be used to determine the minimum arc rating of body protection using the 2012 NESC Table 410-2 and 410-3, and Table 6 of Appendix E to OSHA 1910.269 "Protection from Flames and Electric Arcs."

The arc hazard analysis required above has determined OCEC's required FR body protection level for employees entering, taking tools and equipment, or working within reach of the MAD of open air, single-phase, exposed lines and equipment energized at 1 kV and above to be a maximum of 4 calories/cm² per the 2012 NESC Table 410-2 and 410-3, and Table 6 of Appendix E to OSHA 1910.269 "Protection from Flames and Electric Arcs."

After reviewing the minimum FR clothing requirements for both high and low voltage work, OCEC has chosen to standardize on a minimum 8 calorie/cm² body protection system for most energized work.

Work with OCEC's energized live-front pad mount equipment and cabinets may require additional FR body protection during some specific work practices.

When operating switches and fuses within a live-front pad mount equipment and cabinets, energized between 1 kV and 35 kV, an eight (8) foot, or longer, switch stick and safety shield hot stick barrier should be used. Workers shall remain a minimum of five (5) feet (reach plus MAD) from the energized equipment while operating the switches and fuses.

OCEC will provide the necessary rated FR clothing and FR Personal Protective Equipment (PPE) to all affected employees.

The outermost clothing worn by affected employees shall have a minimum ATPV FR rating specified in this policy. Clothing worn under OCEC's issued FR body protection system shall be made of cotton, wool, silk or a minimum of 4 calorie/cm² FR rated material. No patches, logos or other modifications shall be added to the FR clothing.

This FR body protection program is for work with OCEC's electrical system. Work by employees on electrical systems under the rules of the National Electric Code (NEC), shall meet the requirements of the National Fire Protection Association (NFPA) 70E.

Other OCEC employees and visitors shall remain ten (10) feet from all conductors and equipment energized up to 50 kV, and ten (10) feet, plus 0.4 inch per kV over 50 kV, unless they follow this FR body protection policy and are escorted by a OCEC authorized employee.

FR Clothing System Requirements:

Affected employees shall wear a minimum 8 calorie/cm² clothing system consisting of a FR shirt and FR pants while working on an electrical distribution system. OCEC provided FR raingear and/or FR jackets shall be worn over issued FR shirt and pants at the discretion of the employee.

Failure to wear FR body protection as required or during potential exposure to the potential hazards of flames or electrical arcs is a safety violation and will result in disciplinary action.

FR Body Protection Requirements:

Before a worker positions themselves where they can reach, or take tools and equipment into the MAD of exposed, energized lines and equipment, they shall ensure they are wearing:

- 1. The FR clothing system required by this program for the planned work method, with the shirt tucked in, sleeves fully rolled down and buttoned, and the shirt, jacket or raingear buttoned or zipped up completely.
- 2. Work shoes or boots.
- 3. All leather work gloves, or electrically rated rubber gloves and protectors. When the estimated arc hazard is more than 14 cal/cm², rated rubber gloves and protectors shall be worn.
- 4. Hard hat and safety glasses when the exposure involves single-phase, open air conductors and/or equipment where the estimated arc hazard exposure is less than 9 cal/cm².

Hard hat, face shield and safety glasses shall be worn when there is a multi-phase exposure with an estimated arc flash hazard between 4 and 14 cal/cm². Above 14 cal/cm² a balaclava shall also be worn.

FR body protection shall not be worn if it has holes, rips or tears, or has flammable materials on the outer surface.

The employee's supervisor has the authority to allow a variance to this program in unique circumstances.

Insect Repellents containing DEET and suntan lotion should be applied before putting FR body protection on. DEET and some suntan lotions have been shown to reduce the FR material rating.

Before a worker positions themselves where they can reach, or take tools and equipment into the Minimum Approach Distance (MAD) of exposed lines and equipment, energized between 50 and 500 Volts, they shall don FR body protection with an arc rating detailed in Table 1 below.

CHARTS & TABLES

50 – 500 Volt FR Body Protection Matrix Table 1

Nominal Voltage Range And Calories/cm ²				
Equipment Type	<u>50 – 250 V</u>	<u>251 – 500 V</u>		
Self-contained meters/cabinets	8 (Note 1)	20 (Note 2 & 3)		
CT meters and control wiring	8 (Note 1)	8 (Note 1)		
Pad-mounted transformers, pedestals, pull boxes & hand holes	8 (Note 1)	8 (Note 4)		
Open Air (includes lines)	8 (Note 1)	8 (Note 4)		

Note 1: 8 cal/cm² Phase-to-Ground Exposure FR Body Protection System:

- o 8 cal/cm² FR Pants
- o 8 cal/cm² FR Shirt
- Work shoes or boots
- o 100% Leather gloves or rated rubber gloves and protectors
- Hard hat
- Safety Glasses

Note 2: 20 cal/cm² FR Body Protection System:

o 8 cal/cm² FR pants

- o 8 cal/cm² FR shirt
- o 20 cal/cm² coveralls or jacket (hoody)
- Work shoes or boots
- Electrically rated rubber gloves and protectors
- Face Shield, Balaclava and Safety glasses

Note 3: When a meter puller is used to pull and install a 480 Volt, self-contained meter, an 8 cal/cm² FR body protection system is acceptable.

Note 4: 8 cal/cm² multi-phase exposure FR Body Protection System:

- o 8 cal/cm² FR Pants
- o 8 cal/cm² FR Shirt
- Work shoes or boots
- o 100% Leather gloves or rated rubber gloves and protectors
- Hard hat and Safety Glasses
- o Face shield or Balaclava

1 kV and Greater FR Body Protection Matrix Table 2

Energized Work Procedure	Working Position	FR Body Protection
T & D, 1 kV and greater, open air	Outside the reach of the MAD when tools	8 cal/cm² System (Note
systems with phase-to-ground	and equipment will be taken into the	6)
exposure (Note 5)	MAD, and within reach of the MAD	
T & D, 1 kV and greater, open air	Outside the reach of the MAD when tools	8 cal/cm² Multi-phase
systems with multi-phase	and equipment will be taken into the	exposure System (Note
exposure (Note 5)	MAD, and within reach of the MAD	7)
Dead-front pad mount	Within Reach of the MAD, or if tools and	8 cal/cm² System (Note
equipment (Note 5)	equipment will be taken into the MAD	6)

1 kV and Greater FR Body Protection Matrix Table 2 (cont.)

Energized Work Procedure	Working Position	FR Body Protection
Live-front pad mount equipment	Within Reach of the MAD, or if tools and	8 cal/cm² Multi-phase
(Note 5)	equipment will be	exposure System (Note
	taken into the MAD	7)
Open air substations,	Outside of the reach of the MAD and	8 cal/cm ² System
1 kV and greater,	when tools and equipment will be taken	(Note 6)
(Note 8)	into the MAD	

Note 5: Disabling reclose, unless:

A. Working outside the reach of the MAD

- B. Where tools and material will not be taken into the MAD, and
- C. During simple hot stick work practices

Note 6: 8 cal/cm² Phase-to-Ground Exposure FR Body Protection System:

- o 8 cal/cm² FR Pants
- o 8 cal/cm² FR Shirt
- Work shoes or boots
- 100% Leather gloves or rated rubber gloves and protectors
- Hard hat
- Safety Glasses

Note 7: 8 cal/cm² Multi-Phase Exposure FR Body Protection System:

- o 8 cal/cm² FR Pants
- o 8 cal/cm² FR Shirt
- Work shoes or boots
- o 100% Leather gloves or rated rubber gloves and protectors
- o Hard hat
- Face Shield
- Safety Glasses

Note 8: No work shall be performed on an energized substation bus or equipment if the high side protection is a fuse, except switching.

OTHER

Examples of Work requiring an 8 cal/cm², Phase-to-Ground FR Body Protection System:

- Open/close a cutout or non-gang operated switches with a hot stick
- Installing and removing cover-up
- Working one phase of an overhead distribution line with the other phases covered with electrically rated cover-up
- Working within the MAD with two or more energized conductors and equipment covered with electrically rated cover-up
- Performing live-line hot stick and rubber glove work methods
- Installing, removing and working with energized load break elbows
- Working within a 277/480 Volt pad mount transformer with one phase exposed and the other phases covered with electrically rated cover-up

Examples of Work requiring a Multi-Phase FR Body Protection System

- Working within a 277/480 Volt pad mount transformer with two or more energized phases exposed
- Working within a distribution live-front switch cabinet with two or more energized phases exposed
- Working within the reach of the MAD with two or more energized phases exposed

Training:

Affected employees shall be trained on the following subjects yearly:

- The hazards of electric arcs and flames
- The value of wearing FR body protection
- Proper wearing of FR body protection
- Daily inspection of the FR body protection
- Estimated replacement intervals due to wear
- Proper laundering

FR Clothing Replacement:

FR treated garments should be replaced after 50 washes, which normally requires the garment to be replaced yearly. Inherent FR garments should be replaced after 100 washes, which normally requires the garment to be replaced every two years.

It is the responsibility of the affected employee to replace lost, stolen or abused FR clothing.

Repair and Laundering:

Repair of FR body protection shall be done by the manufacturer, or by the employee as specified by the manufacturer.

The FR clothing provided by OCEC shall be maintained and laundered by the employee.

Wash FR clothing as prescribed on the label of the clothing by the manufacturer.

Hard water and the use of chlorine bleach can damage FR materials and should be avoided.

FR clothing should be washed at temperatures not exceeding 140°, and should be dried at 140° to 160°.

Purchase of FR Clothing:

OCEC will provide an annual allowance of \$1,000 the first two years for a new employee then \$500 per year for affected employees. Employees can hold a maximum of double the annual allowance at any given time. This allowance shall be used only to purchase OCEC approved FR clothing.

OCEC will provide FR raingear for affected employees every 5 years. Should an employee need to replace FR raingear before the 5-year term, the employee shall provide as needed.

Expenditures in excess of OCEC's annual allowance shall be the responsibility of the affected employee.

Affected employees shall determine the quantities of each item purchased.

All FR clothing worn by affected employees shall be purchased from OCEC's approved list of FR clothing.

Return policy for any FR clothing purchased under the FR program shall be specified by the supplier.

Section 6 BENEFITS

SECTION 6

HOLIDAYS

The following days are designed as paid holidays for all full-time employees of OCEC (temporary employees are not included):

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Fourth of July
Christmas Eve Day	Christmas Day
One (1) Floating Holiday	

When a holiday falls on a Friday or a Saturday, the preceding Thursday shall be considered as the holiday. When a holiday falls on Sunday, the following Monday shall be considered as the holiday. Each employee shall schedule floating holidays in advance, with the approval of the employee's supervisor.

Part-time employees (working more than 1000 hours in a consecutive 12-month period) are entitled to prorated pay for the holidays above noted, based upon the average weekly hours worked by such employee during the past twelve (12) months compared to a full time (40 hr.) week.

VACATION AND ANNUAL LEAVE

1. All full-time employees accrue vacation as follows:

Years of Service	Accrual Rate in hours per month
During the 1st year	6.67
During the 2nd year	6.67
During the 3rd year	6.67
During the 4th year	6.67
During the 5th year	6.67
During the 6th year	10.00
During the 7th year	10.00
During the 8th year	10.00
During the 9th year	10.00
During the 10th year	10.00
During the 11th year	13.33
During the 12th year	13.33
During the 13th year	13.33
During the 14th year	13.33
During the 15th year	13.33
During the 16th year	13.33

During the 17th year	13.33
During the 18th year	13.33
During the 19th year	13.33
During the 20th year	13.33
After the 20th year	16.67

Vacation shall accrue on a monthly basis and may be used as accrued.

- 2. Part-time employees (working more than 1,000 hours in a consecutive 12 months' period) may accrue annual vacation as a percentage of that accrued by full-time employees based on the regular hours worked in the past twelve months compared to full-time annual hours worked.
- 3. Vacations may be scheduled throughout the calendar year, and are subject to requirements of your immediate supervisor. We strive to prepare work schedules in such manner as to permit a maximum number of vacations during the more desirable vacation seasons.
- 4. Up to two years' vacation time may be accrued at any point in time. Vacation time accrued in excess of two years' time shall be cashed in for ½ hourly pay for each vacation hour accrued, upon employee's anniversary date.
- 5. Employees voluntarily leaving the service of OCEC, who have given two (2) weeks' advance notice of termination, and employees whose services are terminated for the convenience of OCEC, are paid for all accrued vacation time, including prorated accruing vacation time for the pay period of termination. Employees terminated for misconduct, as defined by OCEC, are not paid for any earned or accrued vacation time.

We allow vacation time to be used in caring for family members with serious medical conditions. You may choose to use any or all of your vacation time to care for:

- 1. Your child with a health condition that requires treatment or supervision; or
- 2. Your spouse, registered domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

SICK LEAVE BENEFITS

You are entitled to sick leave with pay when incapacitated from the performance of your duties by reason of sickness or injury (except injuries incurred in the course of employment covered by the Workmen's Compensation Act), or when, through exposure to contagious disease, your presence at work might jeopardize the health of others. Sick leave pay up to a maximum of five (5) days per occurrence may be used by an employee who has a death or serious illness in his/her immediate family, ("immediate family," for purposes of this section, means spouse, registered domestic partner, child, stepfamily, parent, brother,

sister, grandparent, grandchild, father in-law and mother in-law). More time, with or without pay, may be granted at the General Manager's discretion.

Sick leave benefits accrue at the rate of eight hours per month, without limit, and may be used as accrued.

Part-time employees (working more than 1000 hours in a consecutive 12-month period) are entitled to prorated sick leave benefits, based upon the average weekly hours worked by such employee during the past twelve (12) months compared to a full time (40 hr.) week.

Notification of absence on account of sickness needs to be given to your manager or immediate supervisor as soon as possible on the first day of absence, and if such notification is not given, the absence may be charged to leave without pay. Requests for sick leave pay of more than three (3) days duration may require, at our discretion, a physician's certification of illness.

Employees may donate their sick leave to another employee who has run out of sick leave. Such donations will be converted to dollars to reflect any differences in pay between the donor and the donee.

Employees hired before July 1, 2023, who leave employment of OCEC, have the choice of one of the two following options for unused accrued sick leave. Employees hired on or after July 1, 2023, will be paid out accrued and unused sick leave under Option A, and will not have Option B available to them.

• Option A: You may be paid at separation for all accrued and unused sick leave at a one-third (1/3) rate, i.e., three (3) days of accrued sick leave equals one (1) day pay. Buy back will be at your current wage rate at the time of separation.

"Or"

• **Option B:** You may elect to have 100% of your accrued and unused sick leave be credited to a fund for payment of medical insurance. Buy back will be at your current wage rate at the time of separation. The credit goes into a fund that is used to pay for the medical insurance that we subscribe to. These funds remain with us and do not earn interest.

Once the fund runs out, subject to applicable law, the benefits program may continue to the extent available under each plan or policy, upon your election. At that point, you will need to pay the "total" cost for continued coverage.

At any time, a former employee may switch from option 'b.)' to option 'a.)' The fund will be recalculated under option 'a.)', funds that were used under option 'b.)' will be subtracted and the remaining balance will be paid at the rate set in option 'a.)' to the former employee.

If a former employee passes away before the fund runs out the surviving spouse or estate may elect one of the following:

• An employee's spouse or legal dependent may continue medical coverage under applicable laws at that time until fund runs out.

• At any time, the spouse or legal dependent or estate can take option 'a.)', from above. The fund will be recalculated under option 'a.)', funds that were used under option 'b.)', will be subtracted and the remaining balance will be paid to the spouse, legal dependent , or estate, at the rate set in option 'a)'.

If an employee passes away while still employed the surviving spouse, legal dependent or estate will receive this benefit under applicable laws.

WORKER'S COMPENSATION:

If you are injured on the job, and are unable to return to work for a period of time, and for which injury coverage is afforded by State Industrial Insurance under the Workmen's Compensation Act of the State of Washington, you may be paid an occupational disability allowance by us as set forth in (a) below. Lost time resulting from such injury may be charged to accrued sick leave and/or regular vacation.

- a) For the first twenty-two working days of time loss due to such injury, you will be paid, using any available accrued sick leave and vacation time banked, an amount equal to the difference between your regular wage/salary and the compensation paid by the State Industrial Insurance.
- b) After the first twenty-two working days of time loss due to such injury, you may continue to be paid an amount equal to the difference between your regular wage/salary and the compensation paid by the State Industrial Insurance until your already accrued sick leave or vacation leave runs out. At that time, no additional pay is available from OCEC.
- c) Qualifying full time employees, who have elected to take out additional N.R.E.C.A. Long Term Disability Income Insurance, may have additional benefits available. We classify employees who are out on long term disability (as defined by N.R.E.C.A.'s long-term disability plan) as active employees for purposes of eligibility to participate in the Plan, however, while on long-term disability, you do not continue to accrue any other benefits, i.e. vacation, sick leave, etc. Subject to applicable law the benefits programs may continue to the extent available under each plan or policy, upon election by the employee. The employee shall pay the total cost of coverage. Please see the plan administrator for details.

PARENTAL LEAVE:

On the birth or adoption of a child, you may elect to take parental leave for up to twelve (12, sixteen (16), or eighteen (18) weeks leave without pay or benefits, depending on the qualifications through the Washington Paid Family & Medical Leave program. If available, you may use your accrued vacation time or sick leave to obtain full pay and benefits for up to the maximum period of such leave or you may elect to pay your medical insurance premiums to keep health insurance if you have no sick leave or vacation.

If federal or state law requires more generous parental leave benefits, OCEC will comply with federal and/or state law.

MEDICAL AND DENTAL INSURANCE:

Presently, for full time employees OCEC pays 100% of the premium for N.R.E.C.A. Group Medical, Prescription and Dental Plan insurance coverage. Medical, Prescription and Dental Benefits take effect on the hire date for the employee.

For dependents of full time employees, the employee pays 20% of the premium for N.R.E.C.A. Group Medical, Prescription and Dental Plan insurance coverage. Medical, Prescription and Dental Benefits for the dependents takes effect the first day of active employment.

OCEC reserves the right to change the coverage of the medical plan, or the insurer/plan, or to change the premium contribution to be paid by OCEC. Part time employees may have their insurance premiums paid as a percentage of their employment.

HIGH DEDUCTIBLE HEALTH PLAN (HDHP) WITH HEALTH SAVINGS ACCOUNT (HSA)

The HDHP is a medical benefit plan (The Plan) with prescription coverage. The Plan is a Preferred Provider Option (PPO) plan with in-network and out-of-network benefit and payment levels.

a) The annual deductible (individual or family coverage) is the maximum amount that you must pay each year for covered services, including prescription drugs, before The Plan covers expenses. The annual deductible must be met before out-of-pocket coinsurance begins to pay on claims.

OCEC will contribute annually to each employee's HSA the amount of that year's deductible based on their participating tier, minus \$300 for single, \$600 employee and spouse, and \$900 for employee plus child(ren) or family. OCEC's contribution will be divided into four equal quarterly payments, the first to be paid in January. Adding dependent(s) that change the tier participation will be reflected in the following quarter's contribution. Employees who leave during the year will not receive any additional quarterly contributions following their departure from OCEC.

Presently, all employees are offered the opportunity to open a Health Savings Account (HSA). This health saving account belongs to you, not OCEC. Currently, OCEC pays the monthly administrative fee for active employees.

You are responsible for paying your medical expenses. OCEC is not liable for any unpaid medical expenses by the employee and you are responsible for keeping track of expenses for tax reasons.

b) Money deposited on a pre-tax basis to an HSA can only be used for medical expenses, as outlined in the HSA Road Rules; ask your Benefits Administrator for a copy.

There are limits imposed by the IRS for contributions to an HSA on an annual basis. The limits are published annually and we will endeavor to communicate those limits to you. At no time will OCEC deposit more than the annual limits set by the IRS into your HSA account. If, at the end of the year, you have not maxed out the annual contribution limit then you may have until April 15th of the following year to make up the contribution for the current year.

c) RETIREE INSURANCE:

- i) When active employees retire, they are no longer eligible for employer HSA payroll contributions per IRS regulations. An employee with an existing HSA upon retirement owns the HSA and may use it according to the IRS rules.
- ii) A retiree may choose to continue the HDHP at the time of retirement or choose another plan offered on the open market or, if eligible for Medicare, a plan through N.R.E.C.A. directly. Once a retiree leaves the N.R.E.C.A. sponsored plan they cannot enroll in it again, unless they are employed by an electric cooperative that offers The Plan.
- iii) Retirees are responsible for paying for their own health plan premiums on a monthly basis as outlined in the sick leave benefit section.

LIFE INSURANCE

Currently, life Insurance is available for qualifying full time employees through N.R.E.C.A. Presently, OCEC pays for a basic life insurance policy up to 2X your annual base salary. We reserve the right to change the insurer or the premium contribution to be paid by us. Additional life insurance may be available at additional cost to you.

DISABILITY INSURANCE

Long Term Disability Insurance is available through N.R.E.C.A. for employees. You pay for the total cost of the Long Term Disability Insurance, if you elect such coverage.

LEAVE OF ABSENCE

At the request of the employee for good cause, a leave of absence, without pay, may be granted at our sole discretion and with prior approval of the General Manager and the employee's supervisor; provided, that continued coverage under our benefit plan during such leave of absence is at your expense.

While on an unpaid leave of absence you do not accrue sick leave or vacation time.

EMPLOYEE TRAVEL

If you are authorized to attend out of town meetings, you may drive an approved company vehicle if one is available. Whenever a personal vehicle is used for work related travel, employees will be reimbursed at the maximum non-taxable rate allowed by the IRS. When attending meetings outside of the service area, employees shall receive:

- 1. The maximum non-taxable rate allowed by the IRS per mile for travel using a personal vehicle, or, actual cost if commercial transportation is used. If another mode of transportation is used, the cost will be determined by whichever is most beneficial for the cooperative.
- 2. The basic daily rate by location allowed by the IRS per day for meals and incidentals for trips which require overnight lodging. Only actual expenses will be paid for trips which don't require overnight lodging.
- 3. Receipts for possible reimbursable expenses need to be presented to your supervisor and/or appropriate office staff.

DOMESTIC VIOLENCE/ SEXUAL ASSAULT/ STALKING/ WORK LEAVE

If you are a victim of domestic violence, sexual assault, or stalking you may take a reasonable amount of leave from work to take care of legal or law enforcement needs, get medical treatment, social services assistance, or mental health counseling, or to participate in safety planning, or to temporarily or permanently relocate, or to take other actions to increase your safety or the safety of your family members from future domestic violence, sexual assault, or stalking.

Family members of a victim are also eligible to take a reasonable amount of leave to assist the victim in obtaining treatment or seeking other assistance.

We will determine what constitutes a reasonable amount of leave, which given the nature of domestic violence, will depend on the individual circumstances leading to a request for domestic violence leave and may vary from employee to employee, at our discretion.

You may use available vacation time or take unpaid time when taking time off for domestic violence leave.

Whenever possible, you should request permission to take domestic violence leave at least two weeks' ahead of time. If two weeks' notice is not possible, then the employee should provide as much advance notice as possible.

The request for leave should be in writing and provide sufficient information for us to evaluate the request. All requests for domestic violence leave should be directed to your supervisor or the General Manager or designee.

If you request permission to take domestic violence leave, we request you provide one or more of the following:

- 1. A police report indicating you or your family member is a victim of domestic violence.
- 2. A court order providing protection to you or your family members.
- 3. Documentation from a healthcare provider, advocate, clergy, or attorney stating that you are a victim of domestic violence and your direct participation or assistance (in the case of a family member) is needed to help the individual obtain treatment or seek assistance.
- 4. A written statement that you or a family member is a victim and needs assistance.
- 5. If you are requesting leave to assist a family member who is a victim of domestic violence, we may request a birth certificate, court document or other similar record or a statement from the employee to establish the familial relationship.

Verification should be provided in advance of taking domestic violence leave, when possible. When it is not possible to provide verification in advance, you will need to provide verification within five (5) working days of returning from domestic violence leave.

All verification and information related to domestic violence leave is maintained as confidential as possible and only released when requested or consented to by you or ordered by a court or administrative agency, or otherwise required by applicable federal or state law.

WHISTLEBLOWER PROTECTION

We encourage reporting by employees of suspected wrongdoing by other employees, management or board members. Each of you has an obligation to report a good faith concern about suspected wrongdoing. Suspected wrongdoing may include any form of unlawful activity, whether civil or criminal, fraud, accounting or auditing matters, or other financial misconduct, abuse or waste, or violation of other policies or other wrongdoing against OCEC or our employees.

Reporting Procedure

You may report suspected wrongdoing to your supervisor; provided that if the immediate supervisor is directly or indirectly the subject of your report, the suspected wrongdoing may be reported to the next immediate level of authority, including the president of the Board, as the case may be. The report needs to contain sufficient information as necessary for a thorough investigation of the allegations. The report should be in writing and signed by you. This report and any subsequent investigations will be kept confidential to the extent possible and lawful. This content is not intended to govern or replace a job-related grievance or concern and concerns that are determined to be of a human resources nature.

2. Investigation

All good faith reports of suspected wrongdoing will be investigated, and all OCEC employees have a duty to cooperate with such investigation. Following a preliminary assessment, if the individual receiving the report believes further investigation is warranted, management (or the Board president if management is directly or indirectly the subject of the suspected wrongdoing reported) may designate or engage one or more individuals to complete the investigation. The investigator shall interview the reporting employee and any witnesses identified by that employee, and may interview any other individual with information regarding the suspected wrongdoing, and shall review all documentary evidence identified by the reporting party or discovered through the investigation. The investigator may also interview the alleged wrongdoer, unless the allegations are of such a nature that report should be made immediately to law enforcement authorities. During the investigation, we will endeavor, to the extent reasonably possible, to keep the identity of the reporting employee confidential. Unless involved in the suspected wrongdoing, the General Manager needs to be kept regularly informed of the investigation and any resolutions or conclusions there from. The General Manager, if not involved in the allegations, is responsible for the final determination of appropriate action upon receiving full report of the investigation.

3. Prohibition against Retaliatory Action

Any form of retaliation, including but not limited to derogatory comments, disciplinary action, demotion, suspension, discharge, threatening or harassing or in any manner discriminating against an employee who, in good faith, reports suspected wrongdoing is strictly prohibited and may result in disciplinary consequences against the retaliating party, up to and including termination of employment. An employee who knowingly makes false or malicious reports is also subject to disciplinary action and other legal action as appropriate.

JURY DUTY/MILITARY DUTY

Performance of jury duty is part of an individual's responsibility as a citizen. Unless your job responsibilities require it, we will not ask or encourage you to request to be excused from, or postpone, a call to jury duty.

If you are called and selected for jury duty you will be paid your regular compensation, not to exceed forty (40) hours per week. To receive compensation during jury duty, you must provide us with a letter or other confirmation from the court indicating the dates and times you served. There is a cap of 20 days per year for this reimbursement. Jury duty pay is not treated as time worked for purposes of calculating overtime pay.

You will be expected to work your regular schedule on any day you are not required to be present in court. If you are dismissed early from jury duty, you are expected to report to the job as soon as possible.

If you are called up for active military duty you will not be paid while on duty, but can take vacation or request a leave of absence. Once you are released of your military duty you have one week to report back to work.

RETIREMENT

1. 401(K) Defined Contribution Plan

a) **General**:

After one (1) month of service, you are eligible to participate in the National Rural Electric Association (N.R.E.C.A.) tax deferred 401K Pension Plan and/or the Roth 401K Option according to Internal Revenue Service (IRS) limits.

Presently, OCEC begins providing a matching contribution to the 401K Pension Plan or the Roth 401K Option after the twelfth (12th) consecutive month of employment.

Currently, if you are eligible and enroll in the 401K Pension Plan, OCEC shall contribute to each Participant's account an Employer Base contribution equal to 12% of the Participant's compensation. OCEC will match up to a maximum of 3% of your base salary into the N.R.E.C.A. tax deferred 401K Pension Plan. The Roth 401K Option employee contributions are made on an after-tax basis; any matching contributions made by us on a pre-tax basis only.

OCEC reserves the right to change the retirement plan or to change the contribution to be paid by us.

The 401K Pension Plan and the Roth 401K Option plans are governed by the current N.R.E.C.A. and IRS rules.

2. <u>Eligibility Requirements of Employees</u>

a) Full-Time Employees:

Full-time employees are those who are hired to work 40 hours per week.

Full-time employees are eligible to participate in the employee benefit plans, as outlined in this handbook, subject to all other provisions of this policy.

b) Part-Time Employees:

Part-time employees are those employed, on a continuing basis, to work fewer than 40 hours per week.

Once an employee works 1000 hours in any 12-consecutive month period participation in benefits, which are based on the time worked, may be proportioned according to the hours actually worked. Benefits for holidays are pro-rated according to the hours established for part-time schedules.

EMPLOYEE EDUCATION REIMBURSEMENT PROGRAM

1. General:

We recognize that skills and knowledge of our employees are critical to our success. Our Education Reimbursement Program encourages personal and professional development through continued education so you can improve job-related skills and enhance your ability to compete for attainable positions within OCEC. This program does not entitle you to automatic advancement, a different job assignment or pay increases.

This program provides procedures for reimbursing educational expenses for employees who successfully complete, on their own time, approved degrees, courses of study, professional licensing and certification that directly support and enhance the business objectives of OCEC.

2. Eligibility Requirements:

Regular full-time employees with 12 months of satisfactory continuous regular full-time service with us, including satisfactory performance reviews, are eligible to participate in this program with advance written approval from your supervisor and the General Manager.

Individual courses or courses that are part of a degree, professional licensing or certification program must be related to your current job duties or a foreseeable position at OCEC in order to be eligible for education reimbursement. Job relatedness will be determined by the General Manager.

A grade of "B" or better (3.0 GPA) is required for reimbursement. Approved courses offered only as Pass/Fail will be reimbursed if passed.

Courses need to be taken on your own time. In special cases, at the discretion of the General Manager, a limited leave of absence may be permitted for continuing education. Hours spent in class or studying will not be considered time worked and are not compensable.

3. Reimbursement:

a) Reimbursement is made directly to you through OCEC's normal expense reimbursement process. You may be reimbursed up to 100% of the tuition/registration fees, professional licensing and certification fees and instructional material up to a maximum of \$5,000 per employee per calendar year.

- b) Employees are encouraged to participate in other educational financial assistance programs. However, OCEC reimbursement payments, when combined with all other financial assistance, will not exceed 100% of the total course costs.
- c) Employees, who receive educational reimbursement for \$5,000, must agree to remain in our employ for at minimum 5 years following course completion. Employees, who retire, resign or are terminated for cause within the 5-year period after completion of the course are required to reimburse OCEC for all educational expenses for that course paid by us, within thirty (30) days of our written request, or by us offsetting the reimbursement from any amounts we may owe you including wages, at our election and if allowed by law. As part of the reimbursement request, and prior to reimbursement, you are required to sign an authorization permitting such offset by us. Termination due to a reduction in force will not require you to reimburse us for educational expenses.

Approval for Reimbursement:

- a) You must first pay all expenses and then seek reimbursement from us after the course has been successfully completed.
- b) Upon successful completion of the course(s), you must complete an Education Reimbursement Form and submit it to your supervisor. Once the supervisor and General Manager have approved the form it will be submitted for payment through the normal expense reimbursement process.
- c) You must also submit to your supervisor an official grade report/ transcript or a certificate of satisfactory completion from the learning institution and the necessary receipts of payment.
- d) The original forms are maintained in your personnel file with a copy provided to you.

OTHER BENEFITS

We regularly make required contributions on behalf of each employee to the Social Security system in addition to the payments each employee makes through FICA payroll deductions. Likewise, we also pay a tax-based fee on employee wages to our state's Unemployment Compensation Benefit Fund with resulting coverage of unemployment benefits for an employee who becomes unemployed through no fault of his or her own.

GIFTS

1. Objective: To create transparency regarding interaction between OCEC employees and vendors or potential vendors.

- **2. Policy:** It is the policy of OCEC that employees shall report to their supervisor any gift in excess of \$75. If the gift is significant in nature then documentation should be provided to the General Manager to ensure that appropriate transparency is maintained.
- **3. Guidelines:** Every employee has a fundamental obligation to act in the best interest of OCEC to protect the company's reputation and integrity. This obligation includes not only those acts formalized by written contract, but also includes the day to day business relations between company representatives and suppliers while negotiating for, or during the performance of a contract, subcontract, purchase order, or other agreement. Notifying supervisors and the General Manager ensures that all employees can easily maintain the highest level of professionalism and integrity.

Employee Notice and Statement of Drug-Free Workplace

ATTACHMENT NUMBER 2.

Return to Work Agreement

ATTACHMENT NUMBER 3.

Procedures for Fitness for Duty

ATTACHMENT NUMBER 4.

Fitness for Duty - Supervisors Fitness for Duty Checklist

ATTACHMENT NUMBER 5.

Acknowledgement of OCEC Technology Acceptable Use Policy

EMPLOYEE NOTICE AND STATEMENT OF DRUG-FREE WORKPLACE

Date	Employee Signature
authorize the release of the test results to OCE	EC's management personnel.
testing, and in the event that I am subject to	a drug or alcohol test under this Policy, I consent to and
I specifically acknowledge and understand the	he provisions of this Policy relating to drug and alcoho
OCEC.	
Statement is a requirement of my job, and I ag	gree to comply with it fully for as long as I am employed by
all other related policy directives and requirer	ments. I understand that compliance with this Notice and
a violation occurring in or on the workplace no	o later than five days after such conviction and will follow
	e that I will notify OCEC of any criminal drug convictions for
	under the influence of alcohol while on the job or on OCEC
nossession manufacture distribution or disp	ensation of narcotics, drugs (including, but not limited to
Handbook Section 2-Fitness for Duty, which	states that the illegal (under state or federal law) use
I, the undersigned employee of Okanogan Cou	nty Electric OCEC, have received a copy of OCEC's Employee



RETURN TO WORK AGREEMENT

Employees who have tested positive for drug or alcohol use, or have been observed to be under the influence of drugs or alcohol may be allowed to return to work under the conditions of this agreement. You must also sign a Release of Information form (Attachment 6) that allows OCEC's General Manager or designee to discuss adherence with and progress in treatment.

AGREEMENT

Employee

As a condition of continued employment, I agree to adhere strictly to all terms specified below.

- 1) I will actively participate in my rehabilitation program as specified by the Employee Assistance Program.
- 2) Following discharge from completion of that program, I agree to abide by and complete the treatment programs' follow-up requirements, including sustained attendance at Alcoholics Anonymous, Cocaine Anonymous, or Narcotics Anonymous or other appropriate support group meetings and/or extended sessions at the treatment facility for a minimum of one year.

I recognize that my continued employment is contingent on satisfactory completion of a one-year probationary period, during which time I will:

- a) abstain from the use of non-medically prescribed controlled substances, including marijuana, or alcohol;
- b) agree to be subject to random urine testing for the next 12 months;
- c) maintain satisfactory job performance, conduct and attendance and be subject to termination for any failure to meet standards.
- 3) I understand and agree that my previous job performance, conduct and/or attendance has not been satisfactory. I also understand that because of this past problem, close supervision is necessary. I accept this supervision for the next 12 months as a constructive part of my recovery.

I understand that this agreement serves as a F	INAL WARNING and that any violation of this RETUF
TO WORK AGREEMENT or any future violation	n of OCEC's Fitness for Duty policy shall result in t
immediate termination of my employment wi	th Okanogan County Electric Cooperative.
miniculate termination of my employment wi	
minediate termination of my employment wi	, , , , , , , , , , , , , , , , , , , ,
miniculate termination of my employment wi	,

Date



The following procedures and guidelines are to be used in applying Handbook Section 2 Fitness for Duty

I. EMPLOYEE AND SUPERVISOR ALTERNATIVES

A. Voluntary Self-Referral

OCEC encourages employees who have an alcohol or controlled substance abuse problem to deal with that problem voluntarily through OCEC's sponsored Employee Assistance Program (EAP). The following information and guidelines are provided in order to promote voluntary self-referral.

OCEC has contracted with an EMPLOYEE ASSISTANCE GROUP to provide Employee Assistance Services to all eligible employees. This service is voluntary and confidential. Any employee who feels that s/he is affected by substance abuse, addiction, or dependence on alcohol or drugs is encouraged to seek assistance through this program.

In addition, supervisors and employees are encouraged to help their co-workers when they have a concern regarding alcohol or drug use by:

- Urging employees to take advantage of OCEC's EAP
- Discussing and reviewing the problem with their supervisors and asking them for help and assistance.

Employees who voluntarily seek assistance for an alcohol or drug dependency related problem before it becomes a subject of formal discipline will not, by seeking such assistance, be placing their job in jeopardy, nor will they be asked to execute a Return to Work Agreement as long as all aspects of their performance remain acceptable. Rehabilitation is the responsibility of the employee.

B. Supervisor Referral

Employees whose conduct, performance, or attendance appears to violate this policy may be required to submit to a urine test to determine Fitness for Duty by OCEC as a condition of continued employment. The following procedures and guidelines should be used in making that assessment.

1. Events that automatically require the Supervisor to request a determination of Fitness for Duty:

Accidents

- 1. When the employee has been directly involved in an accident which resulted in injury to themselves that requires immediate medical attention at a medical facility.
- When an employee has been directly involved in an accident which resulted in injury to another party that requires immediate medical attention at a medical facility.
- 3. When an employee has been directly involved in an accident on OCEC time or in an OCEC vehicle which results in property damage in excess of \$1,500 or that requires investigation by a law enforcement officer or the filing of a State of Washington Motor Vehicle Collision Report.

Observed Behavior

The supervisor is responsible for making the initial determination as to whether an employee is fit for duty. Such determination should be based on the supervisor's observation of an employee's ability to perform all job duties safety and efficiently as well as the employee's conduct and attendance. In making this determination, the supervisor is not diagnosing but merely noting behaviors. In some instances, an employee's actions may mimic the symptoms of alcohol or substance abuse. OCEC does not tolerate the use of this policy to harass or intimidate employees.

2. Patterns and Indications of a Substance Abuse Problem

The following lists some of the most commonly observed signs that indicate that an employee may not be fit for duty. These signs may be considered reasonable grounds which can justify a supervisor requesting a urine test.

This list is not all-inclusive. Supervisors may observe other signs and symptoms similar to these that may prompt a request for testing.

GENERAL	SPECIFIC
1. An accident	1. Abusive speech
2. Erratic behavior	2. Glassy or reddened eyes
3. Sudden mood swings	3. Flushed face
4. Excessive risk taking	4. Slurred speech
5. Poor cooperation	5. Confusion
6. Customer complaints	6. Sloppy dress
7. Frequent tardiness	7. Stumbling or falling
8. Excessive absence (Monday/Friday, payday)	8. Dilated or constricted pupils
9. Frequent mistakes	9. Extremely poor grooming
10. Lack of energy or strength	10. Alcohol or marijuana on breath

11. Declining performance	11. Staggering or unsteady gait
12. Poor quality or quantity of work	12. Inappropriate laughter or aggressiveness
13. Unexplained absences	

If the supervisor has reason to believe that the employee may not be fit for duty, the following procedure should be used.

- A. Whenever possible, supervisors observing signs that an employee is not fit for duty should ask another supervisor or appropriate witness to observe the employee for corroboration of the behavioral characteristics. The employee should be removed from the work-site to a place where a confidential meeting can occur. If more than one employee is involved, they should be separated.
- C. At the employee's request, they may have another employee of their choice present for the questioning. If such a request is made, it should, to the extent possible, be granted. Do not delay any longer than necessary.
- D. The supervisor, along with corroborating witness, should explain what has been observed and ask the employee to explain why they seem unable to perform his/her job. The employee should be questioned regarding whether alcohol or a controlled substance has been consumed, when, how much and where it was consumed.
- E. If the employee indicates prescription drugs, other than marijuana, were ingested, the supervisor should inquire as to the type of drug, date and dosage of prescription, the prescribing doctor's name, the amount ingested, and the nature of the illness for which prescribed. Remember, the supervisor is neither diagnosing nor accusing the employee of being under the influence of alcohol or drugs, but acting on observed behavior.
- F. If the employee provides a satisfactory explanation for their behavior, the supervisor should make a further assessment to determine appropriate action to be taken. The supervisor should use the normal tools available for employee problem solving including: interacting, coaching, counseling, and, if appropriate, recommendation that the employee seek professional assessment and assistance through OCEC sponsored EAP program. While this referral is not mandatory, failure to address job performance, conduct, or attendance problems may result in disciplinary action. The employee should be allowed to return to work only after the supervisor has determined that the employee is fit to perform their duties in a safe and efficient manner.
- G. It is important for the supervisor to do a thorough investigation to be sure that important facts and evidence are documented and retained.
- H. If the employee does not provide a satisfactory explanation, the supervisor should proceed with the following drug testing procedure.

Special Issues to Consider:

- 1. It is essential that all aspects of this investigation and its outcome be kept confidential and that only those who need to know are involved. This means that no one from OCEC may discuss test results except as part of their duties.
- 2. If the employee is in possession of an illegal controlled substance, call the local law enforcement. Don't attempt to search an employee or detain the employee against his/her will.
- 2. The following procedure should be used when the decision to conduct a drug test to determine Fitness for Duty has been made.
 - A. Testing Procedure The supervisor and appropriate witnesses (another supervisor or employee, etc. as necessary) will escort the employee to an approved health facility for specimen collection. The employee will not be allowed to drive any kind of motor vehicle in order to transport themselves to the health facility. The employee will be required to provide a specimen for examination using the specimen collection kit provided by the health facility. Refusal to cooperate and to timely submit to testing will be treated as if the employee had tested positive and will also be considered insubordination and may result in immediate termination of employment.

All specimens will be forwarded to a medical laboratory where the actual laboratory testing will occur.

After completion of the specimen collection, the employee will be relieved from duty and driven home. The employee's status at this point is suspended with pay pending investigation. If test results are positive, the time will be charged as time off without pay.

Initial screening by the laboratory will be done using the EMIT test (Enzyme Multiplier Immunoassay Test) and Gas Chromatography (GC) or the laboratory's standard acceptable procedures. Presumptive positive results are confirmed using the Gas Chromatography/Mass Spectrometer (GC/MS method). The GC/MS Test is recognized as the most accurate and reliable test available.

B. Dealing with an Employee Who Refuses to Cooperate with the Testing Procedure.

An employee who commits either of the following actions will be given a direct order to cooperate. If the employee refuses to immediately cooperate, the employee will be immediately suspended and, following consultation with the General Manager, discharged.

- 1. Refuses to sign the release of information form; or
- Refuses or fails to provide an adequate sample, given reasonable time (as an alternative, employees unable to provide a urine sample, will be required to provide a blood sample)

Any employee who adulterates or otherwise sabotages the sample should be immediately suspended and following appropriate investigation, may be terminated.

C. After the Test - Meeting with the Employee

When the results of the test have been obtained, a meeting with the employee will be scheduled to tell the employee the test results. Make sure that the results of the testing are held in the strictest confidence. Only those with a need to know should be aware of the testing and results, and remember, even if test results are positive, a diagnosis should not be made by the supervisor.

If you test positive for drug or alcohol use you may be given the choice between:

- Termination of Employment; or
- Signing a Return to Work Agreement (see Attachment Number 2) and participating in the Employee Assistance Program; provided, that if you have previously participated in the Employee Assistance Program for drug or alcohol use, then you may be subject to immediate termination of employment.

If you choose this option, you must cooperate with our Employee Assistance Program (EAP) and follow its recommendations to avoid discipline. If you participate in an EAP recommended treatment as an alternative to discipline, you may be required to authorize the disclosure of information to us from the EAP regarding attendance, cooperation with the EAP's recommendations, your fitness to safely perform job duties, and for a general assessment of your progress in treatment.

If the test results are negative, an apparent Fitness for Duty problem may still exist. In these cases, the supervisor should conduct further discussion and evaluation to assess the reason for the objectively observed unsatisfactory behavior. The supervisor should use the normal tools available for employee problem solving including: interacting, coaching, counseling, and, if appropriate recommendation that the employee seek professional assessment and assistance through the EAP program. While this referral is not mandatory, failure to address job performance, conduct or attendance problems may result in disciplinary action. The employee should be returned to work only after the supervisor has determined that the employee is fit to perform their duties in a safe and efficient manner.

- D. It is important for the supervisor to do a thorough investigation to be sure that important facts and evidence are documented and retained.
- 3. Other Procedures

- A. Employees observing signs that their supervisor is not fit for duty should report their observations to the next higher level of supervision for resolution. If it is not resolved by this process, the employee should report their observations to the General Manager.
- B. All OCEC supervisors shall receive training to enable them to fairly and effectively administer the Policy and shall be given refresher training at least every three (3) years thereafter.
- C. OCEC views education and training as a valuable asset in preventing, recognizing, and treating substance abuse and personal problems. As such, OCEC feels all employees should have the opportunity to learn as much as possible about these issues. Educational training may be made available to both employees and supervisors. Classes may be repeated as needed.

FITNESS FOR DUTY

SUPERVISOR'S FITNESS FOR DUTY CHECKLIST

This checklist is an aid for a supervisor when an employee appears unfit for duty and the employee's job performance, behavior, conduct, or attendance pattern suggests they may be under the influence of drugs or alcohol. For example, an employee exhibits uncharacteristic behavior or impaired judgment.

The supervisor should order an employee to be evaluated for fitness for duty under any of the following circumstances: (1) The employee is involved in an accident while on duty causing personal injury to themselves or another party that requires immediate medical attention; (2) An accident or near miss situation caused by lack of perception, alertness, or manual dexterity; (3) An employee has been directly involved in an accident on OCEC time or in a OCEC vehicle which results in property damage in excess of \$ 1,500 or that requires investigation by a law enforcement officer or the filing of a State of Washington Motor Vehicle Collision Report.

Procedural Steps:	Date	Time	
I believe			may be unfit for duty because:
[] Accident	[] Frequent Tardiness	[] Flushed Face	[] Erratic Behavior
[] Frequent Mistakes	[] Slurred Speech	[] Staggering	[] Declining Performance
[] Alcohol on Breath	[] Sudden Mood Swing	gs[] Risk Taking	[] Lack of Energy
[] Poor Cooperation	[] Dilated Pupils	[] Stumbling	[] Customer Complaints
[] Glassy Eyes	[] Abusive Speech	[] Sloppy Dress	[] Inappropriate Laughter
[] Poor Grooming	[] Confusion	[] Sleeping on Job	[] Aggressive Behavior
administration observe	rvisor or other appropriate employee and concur v	vith my observations.	een trained in Fitness for Duty policy
_	roborating witness, conf ked employee what migh		lained why I was concerned they may
	-		e to be tested for alcohol/drugs and isciplinary action up to and including
	yee to sign a release for		copy attached). I told employee that vaction or termination.

[] I took the employee to the following facility, where a specimen was taken:
(Name of Facility)
[] The specimen was sealed and mailed to
(If employee refuses test at lab, repeat order to take test and consequences of non-compliance.)
[] I saw that the employee was taken home. I indicated the employee would be informed of test results.
[] I indicated employee is suspended pending results of investigation, or
[] I indicated employee is on sick leave status (for employees entering rehabilitation).
[] I initiated the proper step of positive discipline (if appropriate).
[] I documented all significant events and conversations.
[] Employee entered into a Last Chance Return to Work Agreement.

Acknowledgement of OCEC Technology Acceptable Use Policy

This form is used to acknowledge receipt of, and compliance with, the OCEC Technology Acceptable Use Policy.

Procedure (Complete the following steps)

- 1. Read Employee Handbook Section 3 and attend IT training.
- 2. Sign and date in the space provided below.
- 3. Return THIS PAGE ONLY to the HR Manager.

Signature

By signing below, I agree to the following terms:

- I. I have received, read, and understand the OCEC Technology Acceptable Use Policy;
- **II.** I understand and agree that any computers, software, and storage media provided to me by OCEC contain proprietary and confidential information about OCEC and its customers or its vendors, and is and remains the property of OCEC at all times;
- **III.** I agree that I shall not copy, or allow anyone else to copy or duplicate (except for backup purposes as part of my job at OCEC), or otherwise disclose, or allow anyone else to copy or duplicate any of the proprietary or confidential information or software residing on OCEC computers;
- **IV.** I agree that if I leave OCEC for any reason I shall immediately return to the OCEC the original and copies of any and all software, computer materials, or computer equipment that I may have received from the OCEC that is either in my possession or otherwise directly or indirectly under my control.
- **V.** I understand and agree that my access to the OCEC computer system is a privilege granted to me by OCEC and that OCEC may terminate the privilege at any time.
- **VI.** I understand and agree that I may be subject to disciplinary action, up to and including termination of employment, for my actions which violate the Technology Acceptable Use Policy.

Employee Signature:	Employee Name:	Employee Name:		
Date:	Department:			



	AUTHORIZATION FO	OR RELEASE OF IN	<u>FORMATION</u>	
		_		
DATE OF BIRTH:		_		
SSN: _		_		
ГО:				_
and progress in OCEC's dr etters, and for services o OCEC's General Manager authority as the original.	r any other written ma r or designee. You ma	tation program, to terial, whether of ay accept a photo	disclose any such a formal or inform copy of this autho	records, notes, reports, al nature, pertaining to rization with the same
You are also auth of this authorization to in use including but not lim diagnoses, prognoses, co	nited to, observations,	nent records perta treatment or ca	ining to my treatme, history, finding	ent for alcohol or drug s, reports, test results,
I understand that e-disclose my records, a	t once my medical reco t which time my recoro		•	
This authorization	n form is effective on t	he date signed be	ow.	
DATED this	_ day of	, 20		
		Printed Name:		





ACKNOWLEDGMENT (Non-Represented Employees)

I have received my copy of the Employee Handbook.

Employee's Name (Print)

The employee handbook describes important information about OCEC and I understand that I should consult my supervisor or a manager regarding any questions not answered in the handbook. I have entered into my employment relationship with OCEC voluntarily and acknowledge that there is no specified length of employment.

I understand and agree that, no manager, supervisor or representative of OCEC has any authority to enter into any agreement for employment other than "at-will" and that any such agreement shall be in writing signed by both parties.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with OCEC. By distributing this handbook, OCEC expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by OCEC. OCEC reserves the right to change my hours, wages and working conditions at any time. I understand that revised information may supersede, modify or eliminate existing policies.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at OCEC is "at-will", which may be terminated at any time with or without cause or notice by OCEC or myself. Furthermore, I acknowledge that this handbook is not a contract of employment.

I have received the handbook, and I understand that it is my responsibility to read and understand the policies contained in this handbook and any revisions made to it.						
Employee's Signature	Date	-				

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE



ACKNOWLEDGMENT (Represented Employees)
I have received my copy of the Employee Handbook.
The employee handbook describes important information about OCEC and I understand that I should consult my supervisor or a manager regarding any questions not answered in the handbook. I have entered into my employment relationship with OCEC voluntarily and acknowledge that there is no specified length of employment.
Generally, the terms and conditions of my employment are governed by the current collective bargaining agreement ("CBA") between OCEC and IBEW Local 77. I understand that in the event of conflict between the CBA and the Handbook that the CBA controls. I also understand and agree if a policy is not covered by the current CBA that the Handbook will control.
Unless covered by a current CBA, this handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with OCEC. By distributing this handbook, OCEC expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.
I understand that any and all policies and practices, not in the current CBA, may be changed at any time by OCEC.
I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that this handbook is not a contract of employment.
I have received the handbook, and I understand that it is my responsibility to read and understand the policies contained in this handbook and any revisions made to it.

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Date

Employee's Signature

Employee's Name (Print)