



AGENDA

Port of Bandon
 Regular Commission Meeting
 November 21, 2024, 5:00pm
 Bandon Public Library
 Bandon, OR and ZOOM
www.portofbandon.com/meetings
 for details

			PAGES
A.	Consent Calendar		
i.	September Financials	Commissioners	A-K
ii.	October Financials	Commissioners	L-V
iii.	September Minutes	Commissioners	W-Y
B.	Presiding Officer and Commissioner Comments		
	Boat Basin Plaque Corrections	Commissioners/Jeff	Verbal
C.	Ordinances and Resolutions		
	Employee Policy Manual Update	Jeff/Commissioners	1-67
D.	Public Contracts and Purchasing		
i.	Draft 4th July Access Agreement	Jeff/Commissioners	68-76
E.	Public Hearings		
F.	Port Managers Report		
i.	Boat Ramp Corrective Work	Jeff/Commissioners	Verbal
ii.	Jetty DDR, Plans and Specs	Jeff/Commissioners	Verbal
G.	Port Staff Reports		
i.	Harbormaster	Shawn/Commissioners	Verbal
ii.	Events/Leases/Moorage	Josh/Commissioners	Verbal
H.	Executive Session		
I.	Other Misc Matters		
J.	Public Comment		
K.	Adjournment		

NOTES:

Port of Bandon
Reconciliation Summary
10100 - Banner Bank Checking, Period Ending 09/30/2024

	Sep 30, 24
Beginning Balance	57,270.26
Cleared Transactions	
Checks and Payments - 43 items	-53,521.64
Deposits and Credits - 23 items	60,520.79
Total Cleared Transactions	6,999.15
Cleared Balance	<u>64,269.41</u> ✓ 82
Uncleared Transactions	
Checks and Payments - 21 items	-41,253.87
Deposits and Credits - 2 items	281.00
Total Uncleared Transactions	-40,972.87
Register Balance as of 09/30/2024	<u>23,296.54</u>
New Transactions	
Checks and Payments - 18 items	-19,140.29
Deposits and Credits - 3 items	14,003.49
Total New Transactions	-5,136.80
Ending Balance	<u>18,159.74</u>

A



10 South First Avenue
 P.O. Box 907
 Walla Walla, WA 99362-0265
 bannerbank.com

Statement of Account

Statement Date 09/30/24

Page 1 of 3

Account Number XXXXXXXXXXXX [REDACTED]

(509) 527-3636 | (800) 272-9933 Toll-Free

Port of Bandon
 390 1st St SW
 Bandon OR 97411



SUMMARY OF ACCOUNTS

Complete Public Funds Checking	XXXXXXXXXXXX [REDACTED]	\$64,269.41	Hunger is a real issue in communities across the nation, including ours. During our Fall Food Drive please consider donating food or cash at a local Banner branch throughout Oct. All donations go to local organizations to assist families and seniors in need.
--------------------------------	-------------------------	-------------	--

CHECKING ACCOUNT XXXXXXXXXXXX [REDACTED]

Complete Public Funds Checking

Account Title: Port of Bandon		Statement Dates	9/03/24 thru 9/30/24
Account Number	XXXXXXXXXXXX [REDACTED]	Days in the statement period	28
Previous Balance	57,270.26	Average Ledger	83,753.76
13 Deposits/Credits	60,520.79	Average Collected	82,979.14
11 Debits	40,523.20		
29 Checks	12,998.44		
Service Charge	.00		
Interest Paid	.00		
Current Balance	64,269.41		

B

10:53 AM

10/04/24

Port of Bandon
Reconciliation Summary
10110 · Banner Bank Merchant, Period Ending 09/30/2024

	<u>Sep 30, 24</u>
Beginning Balance	11,459.06
Cleared Transactions	
Checks and Payments - 1 item	-435.29
Deposits and Credits - 5 items	9,520.79
	<u>9,085.50</u>
Total Cleared Transactions	9,085.50
Cleared Balance	<u>20,544.56</u>
Register Balance as of 09/30/2024	20,544.56
Ending Balance	20,544.56

✓ M

C



10 South First Avenue
 P.O. Box 907
 Walla Walla, WA 99362-0265
 bannerbank.com

Statement of Account

Statement Date 09/30/24

Page 1 of 2

Account Number XXXXXXXXXXXX [REDACTED]

(509) 527-3636 | (800) 272-9933 Toll-Free

Port of Bandon
 Merchant Services Account
 390 1st St SW
 Bandon OR 97411



SUMMARY OF ACCOUNTS

Basic Public Funds Checking XXXXXXXXXXXX [REDACTED] \$20,544.56

Hunger is a real issue in communities across the nation, including ours. During our Fall Food Drive please consider donating food or cash at a local Banner branch throughout Oct. All donations go to local organizations to assist families and seniors in need.

CHECKING ACCOUNT XXXXXXXXXXXX [REDACTED]

Basic Public Funds Checking

Account Title: Port of Bandon Merchant Services Account		Statement Dates	9/03/24 thru 9/30/24
Account Number	XXXXXXXXXXXX [REDACTED]	Days in the statement period	28
Previous Balance	11,459.06	Average Ledger	18,223.93
5 Deposits/Credits	9,520.79	Average Collected	18,223.93
1 Debits	435.29		
Service Charge	.00		
Interest Paid	.00		
Current Balance	20,544.56		

D

10:47 AM

10/04/24

Port of Bandon
Reconciliation Summary
10120 · LGIP Local Gov Investment Pool, Period Ending 09/30/2024

	<u>Sep 30, 24</u>
Beginning Balance	1,038,342.47
Cleared Transactions	
Checks and Payments - 1 item	-4,624.07
Deposits and Credits - 3 items	12,552.88
	<u>7,928.81</u>
Total Cleared Transactions	
Cleared Balance	<u>1,046,271.28</u> ✓ 16
Register Balance as of 09/30/2024	1,046,271.28
Ending Balance	1,046,271.28

E



For the Month Ending September 30, 2024

Account Statement - Transaction Summary

PORT OF BANDON - PORT OF BANDON

Oregon LGIP		Asset Summary	
		September 30, 2024	August 31, 2024
Opening Balance	1,038,342.47		1,038,342.47
Purchases	7,928.86	1,046,271.28	
Redemptions	(0.05)		
Total		\$1,046,271.28	\$1,038,342.47

Closing Balance ✓ 82
 Dividends 4,518.32

T

10:25 AM

10/04/24

Port of Bandon
Reconciliation Summary
10130 · Banner Bank PEDF Account, Period Ending 09/30/2024

	<u>Sep 30, 24</u>	
Beginning Balance	5,080.70	
Cleared Transactions		
Deposits and Credits - 4 items	<u>7,255.54</u>	
Total Cleared Transactions	<u>7,255.54</u>	
Cleared Balance	<u>12,336.24</u>	✓ R
Register Balance as of 09/30/2024	12,336.24	
Ending Balance	12,336.24	

G



10 South First Avenue
 P.O. Box 907
 Walla Walla, WA 99362-0265
 bannerbank.com

Statement of Account

Statement Date 09/30/24

Page 1 of 2

Account Number XXXXXXXXXXXX [REDACTED]

(509) 527-3636 | (800) 272-9933 Toll-Free

Port of Bandon
 390 1st St SW
 Bandon OR 97411



SUMMARY OF ACCOUNTS

Basic Public Funds Checking	XXXXXXXXXXXX [REDACTED]	\$12,336.24	Hunger is a real issue in communities across the nation, including ours. During our Fall Food Drive please consider donating food or cash at a local Banner branch throughout Oct. All donations go to local organizations to assist families and seniors in need.
-----------------------------	-------------------------	-------------	--

✓ [Signature]

CHECKING ACCOUNT XXXXXXXXXXXX [REDACTED]

Basic Public Funds Checking

Account Title: Port of Bandon		Statement Dates	9/03/24 thru 9/30/24
Account Number	XXXXXXXXXXXX [REDACTED]	Days in the statement period	28
Previous Balance	5,080.70	Average Ledger	9,169.23
4 Deposits/Credits	7,255.54	Average Collected	8,434.71
Debits	.00		
Service Charge	.00		
Interest Paid	.00		
Current Balance	12,336.24		

H



DATE	CK #	NAME	AMOUNT
9/27/2024	EFT	QuickBooks September Payroll	(\$25,169.17)
9/26/2024	EFT	US Treasury EFTPS	(\$7,861.14)
9/26/2024	EFT	Oregon Department of Revenue	(\$2,672.69)
9/26/2024	EFT	Oregon Growth Savings Plan	(\$850.00)
9/9/2024	5950	Bandon Ace Hardware	(\$348.01)
9/9/2024	5951	Bandon Supply Inc.	(\$169.43)
9/9/2024	5952	Hennick's	(\$351.71)
9/9/2024	5953	Bnt Promotional Products	(\$140.00)
9/9/2024	5954	SAIF Corporation	(\$283.24)
9/9/2024	5955	Country Media Inc	(\$198.78)
9/9/2024	5956	Shawn Winchell	(\$828.32)
9/9/2024	5958	Les County Sanitary Service	(\$37.12)
9/9/2024	5959	Pacific Power	(\$17.61)
9/9/2024	5960	Coastal Paper	(\$1,029.91)
9/9/2024	5961	Golder's Bay Area Napa	(\$33.49)
9/9/2024	5962	Boardwalk Art Show Winner	(\$20.00)
9/9/2024	5963	Boardwalk Art Show Winner	(\$30.00)
9/9/2024	5964	Boardwalk Art Show Winner	(\$50.00)
9/9/2024	5965	Boardwalk Art Show Winner	(\$25.00)
9/9/2024	5966	Boardwalk Art Show Winner	(\$25.00)
9/9/2024	5967	Boardwalk Art Show Winner	(\$30.00)
9/9/2024	5968	Boardwalk Art Show Winner	(\$20.00)
9/9/2024	5969	Boardwalk Art Show Winner	(\$50.00)
9/9/2024	5970	Boardwalk Art Show Winner	(\$30.00)
9/9/2024	5971	Boardwalk Art Show Winner	(\$70.00)
9/9/2024	5972	Boardwalk Art Show Winner	(\$50.00)
9/9/2024	5973	City of Bandon	(\$3,242.64)
9/10/2024	5974	Stericycle Inc.	(\$79.39)
9/10/2024	5975	Currydale Farms	(\$345.00)
9/9/2024	5976	Action Trophy	(\$28.65)
9/16/2024	5977	Banner Bank	(\$1,189.34)
9/24/2024	5978	Pentair	(\$18,306.31)
9/24/2024	5979	Streamline	(\$200.00)
9/24/2024	5980	PND Engineers Inc	(\$760.00)
9/24/2024	5981	Tyree Oil	(\$150.29)
9/24/2024	5982	Pioneer Printing Inc	(\$116.78)
9/24/2024	5983	HGE Inc.	(\$1,704.65)
9/24/2024	5984	US Relay	(\$99.00)
9/24/2024	5985	Canon Solutions America	(\$154.05)
9/25/2024	5986	Pacific Power	(\$17.61)
9/25/2024	5987	Bandon IT	(\$9,415.00)
9/25/2024	5988	Employee Reimbursement	(\$539.64)
9/25/2024	5989	Special District Ins Services	(\$8,526.00)
9/26/2024	5990	Northwest Local Government Legal Advisors	(\$456.00)
			(\$85,720.97)

I

PORT OF BANDON
BALANCE SHEET

September 2024



CURRENT ASSETS	GENERAL FUND	CAPITAL FUND	RESERVE FUND	ALL FUNDS
Banner Bank Checking Account	\$23,296.54	\$0.00	\$0.00	\$23,296.54
Banner Bank Merchant Account	\$20,544.56	\$0.00	\$0.00	\$20,544.56
Banner Bank PEDF Account	\$0.00	\$0.00	\$12,336.24	\$12,336.24
LGIP Investment Account	\$231,656.29	\$692,789.06	\$121,825.93	\$1,046,271.28
Petty Cash	\$100.00	\$0.00	\$0.00	\$100.00
TOTAL CURRENT ASSETS	\$275,597.39	\$692,789.06	\$134,162.17	\$1,102,548.62

EQUITY	GENERAL FUND	CAPITAL FUND	RESERVE FUND	ALL FUNDS
Fund Balance, Beg of Year	\$363,355.80	\$698,769.60	\$236,283.10	\$1,298,408.50
Current Net Income	(\$87,758.41)	(\$5,980.54)	(\$102,120.93)	(\$195,859.88)
TOTAL EQUITY	\$275,597.39	\$692,789.06	\$134,162.17	\$1,102,548.62

J

PORT OF BANDON

GENERAL FUND BUDGET
Fiscal Year 2024 - 2025



REVENUE ACCOUNT	BUDGET	JULY	AUGUST	SEPTEMBER	TOTAL YEAR	\$ REMAINING	% REMAINING
Bank Interest	25,000.00	5,101.73	4,837.55	4,518.27	14,457.55	10,542.45	42.17%
Misc. Revenue	59,000.00	13,877.34	5,120.90	2,872.66	21,870.90	37,129.10	62.93%
Moorage	65,000.00	9,154.91	9,654.07	4,554.48	23,363.46	41,636.54	64.06%
Property Taxes, Current	583,610.00	5,627.80	2,337.31	1,678.59	9,643.70	573,966.30	98.35%
Property Taxes, Prior Years	25,000.00	2,088.23	1,638.24	1,731.95	5,458.42	19,541.58	78.17%
Rental Revenue	250,000.00	21,190.23	19,519.68	18,032.16	58,742.07	191,257.93	76.50%
TOTAL REVENUE	1,007,610.00	57,040.24	43,107.75	33,388.11	133,536.10	874,073.90	86.75%

PERSONNEL SERVICES	BUDGET	JULY	AUGUST	SEPTEMBER	TOTAL YEAR	\$ REMAINING	% REMAINING
TOTAL MONTH	582,013.00	42,208.17	44,893.05	46,730.75	133,831.97	448,181.03	77.01%

MATERIALS * SERVICES	BUDGET	JULY	AUGUST	SEPTEMBER	TOTAL YEAR	\$ REMAINING	% REMAINING
Office Supplies	15,000.00	1,337.88	3,539.97	2,878.38	7,756.23	7,243.77	48.29%
Printing & Advertising	5,000.00	139.69	268.19	315.56	723.44	4,276.56	85.53%
Building Maintenance	35,000.00	450.00	0.00	51.72	501.72	34,498.28	98.57%
Dock Maintenance	20,000.00	6,674.17	1,509.71	752.44	8,936.32	11,063.68	55.32%
General Operations	35,000.00	2,306.37	2,056.24	499.95	4,862.56	30,137.44	86.11%
Grounds Maintenance	20,000.00	473.38	565.35	1,420.51	2,459.24	17,540.76	87.70%
Utilities & Phone	40,000.00	1,331.21	1,213.70	1,421.15	3,966.06	36,033.94	90.08%
Commission Expenses	10,000.00	4.78	470.00	0.00	474.78	9,525.22	95.25%
Legal Fees	10,000.00	0.00	0.00	0.00	0.00	10,000.00	100.00%
Audit	15,000.00	0.00	0.00	0.00	0.00	15,000.00	100.00%
Insurance	70,000.00	400.00	521.00	283.24	1,204.24	68,795.76	98.28%
Dues & Fees	20,000.00	1,108.00	589.59	1,199.64	2,897.23	17,102.77	85.51%
Miscellaneous	27,500.00	5,505.11	1,662.00	9,300.89	16,468.00	11,032.00	40.12%
Employee Expenses	15,000.00	393.88	288.06	708.74	1,390.68	13,609.32	90.73%
Marketing	6,000.00	99.00	4,306.04	99.00	4,504.04	1,495.96	24.93%
Taxes	5,000.00	0.00	0.00	0.00	0.00	5,000.00	100.00%
Professional Fees	20,000.00	0.00	780.00	0.00	780.00	19,220.00	96.10%
Contract Grounds Services	50,000.00	0.00	0.00	0.00	0.00	50,000.00	100.00%
TOTAL MATERIALS & SERVICES	418,500.00	20,223.47	17,769.85	18,931.22	56,924.54	361,575.46	86.40%

CAPITAL OUTLAY	BUDGET	JULY	AUGUST	SEPTEMBER	TOTAL YEAR	\$ REMAINING	% REMAINING
Equipment	50,219.00	2,324.00	5,407.00	0.00	7,731.00	42,488.00	84.61%
Building Expenses	15,000.00	0.00	0.00	0.00	0.00	15,000.00	100.00%
Property Improvements	85,000.00	2,794.00	19,253.00	760.00	22,807.00	62,193.00	73.17%
TOTAL CAPITAL OUTLAY	150,219.00	5,118.00	24,660.00	760.00	30,538.00	119,681.00	79.67%

TRANSFERS	BUDGET	JULY	AUGUST	SEPTEMBER	TOTAL YEAR	\$ REMAINING	% REMAINING
Transfer to Reserve Fund	100,000.00	0.00	0.00	0.00	0.00	100,000.00	100.00%
Transfer to Capital Fund	212,000.00	0.00	0.00	0.00	0.00	212,000.00	100.00%
TOTAL TRANSFERS	312,000.00	0.00	0.00	0.00	0.00	312,000.00	100.00%

SUMMARY	BUDGET	JULY	AUGUST	SEPTEMBER	TOTAL YEAR	\$ REMAINING	% REMAINING
Total Revenue	1,150,732.00	57,040.24	43,107.75	33,388.11	133,536.10	1,017,195.90	88.40%
Total Expenses	1,150,732.00	67,549.64	87,322.90	66,421.97	221,294.51	929,437.49	80.77%
TOTAL NET REVENUE	0.00	(10,509.40)	(44,215.15)	(33,033.86)	(87,758.41)	87,758.41	7.63%

K

12:12 PM

11/05/24

Port of Bandon
Reconciliation Summary
10100 · Banner Bank Checking, Period Ending 10/31/2024

	<u>Oct 31, 24</u>
Beginning Balance	64,269.41
Cleared Transactions	
Checks and Payments - 45 items	-124,353.85
Deposits and Credits - 17 items	104,413.51
Total Cleared Transactions	<u>-19,940.34</u>
Cleared Balance	<u>44,329.07</u>
Uncleared Transactions	
Checks and Payments - 20 items	-23,868.09
Total Uncleared Transactions	<u>-23,868.09</u>
Register Balance as of 10/31/2024	<u>20,460.98</u>
New Transactions	
Deposits and Credits - 1 item	11,245.25
Total New Transactions	<u>11,245.25</u>
Ending Balance	<u>31,706.23</u>

✓ 82

L



10 South First Avenue
 P.O. Box 907
 Walla Walla, WA 99362-0265
 bannerbank.com

Statement of Account

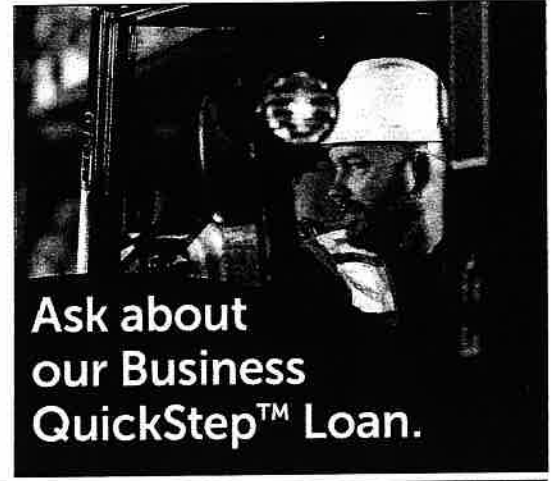
Statement Date 10/31/24

Page 1 of 2

Account Number XXXXXXXXXXXX [REDACTED]

(509) 527-3636 | (800) 272-9933 Toll-Free

Port of Bandon
 390 1st St SW
 Bandon OR 97411



SUMMARY OF ACCOUNTS

Complete Public Funds Checking	XXXXXXXXXXXX [REDACTED]	\$44,329.07	Quick application. Fast decisions. Use our QuickStep Loan to finance everything from new equipment to buying property (up to \$2 million). Talk to us for details or learn more by visiting Bannerbank.com.
--------------------------------	-------------------------	-------------	---

✓ [Signature]

CHECKING ACCOUNT XXXXXXXXXXXXXXX [REDACTED]

Complete Public Funds Checking

Account Title: Port of Bandon		Statement Dates	10/01/24 thru 10/31/24
Account Number	XXXXXXXXXXXX [REDACTED]	Days in the statement period	31
Previous Balance	64,269.41	Average Ledger	43,131.97
8 Deposits/Credits	74,543.87	Average Collected	42,424.09
7 Debits	34,276.55		
35 Checks	60,207.66		
Service Charge	.00		
Interest Paid	.00		
Current Balance	44,329.07		

M

11:33 AM

11/05/24

Port of Bandon Reconciliation Summary

10110 · Banner Bank Merchant, Period Ending 10/31/2024

	<u>Oct 31, 24</u>
Beginning Balance	20,544.56
Cleared Transactions	
Checks and Payments - 4 items	-54,169.55
Deposits and Credits - 5 items	34,090.85
	<u> </u>
Total Cleared Transactions	-20,078.70
	<u> </u>
Cleared Balance	<u>465.86</u>
Register Balance as of 10/31/2024	465.86
Ending Balance	465.86

v

N



10 South First Avenue
 P.O. Box 907
 Walla Walla, WA 99362-0265
 bannerbank.com

Statement of Account

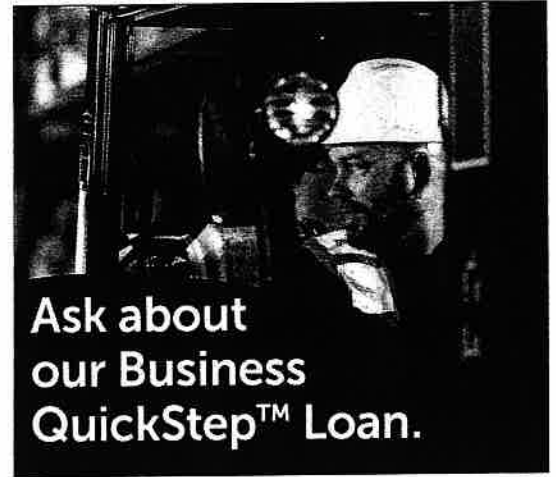
Statement Date 10/31/24

Page 1 of 2

Account Number XXXXXXXXXXXXX [REDACTED]

(509) 527-3636 | (800) 272-9933 Toll-Free

Port of Bandon
 Merchant Services Account
 390 1st St SW
 Bandon OR 97411



SUMMARY OF ACCOUNTS

Basic Public Funds Checking	XXXXXXXXXXXX [REDACTED]	\$465.86	Quick application. Fast decisions. Use our QuickStep Loan to finance everything from new equipment to buying property (up to \$2 million). Talk to us for details or learn more by visiting Bannerbank.com.
-----------------------------	-------------------------	----------	---

✓

CHECKING ACCOUNT

Basic Public Funds Checking

Account Title: Port of Bandon Merchant Services Account		Statement Dates	10/01/24 thru 10/31/24
Account Number	XXXXXXXXXXXX [REDACTED]	Days in the statement period	31
Previous Balance	20,544.56	Average Ledger	25,163.25
4 Deposits/Credits	13,349.91	Average Collected	25,163.25
2 Debits	33,428.61		
Service Charge	.00		
Interest Paid	.00		
Current Balance	465.86		

0

11:46 AM

11/05/24

Port of Bandon
Reconciliation Summary
10120 - LGIP Local Gov Investment Pool, Period Ending 10/31/2024

	<u>Oct 31, 24</u>
Beginning Balance	1,046,271.28
Cleared Transactions	
Checks and Payments - 3 items	-78,964.12
Deposits and Credits - 6 items	88,465.68
	<u>9,501.56</u>
Total Cleared Transactions	9,501.56
Cleared Balance	<u><u>1,055,772.84</u></u>
Register Balance as of 10/31/2024	1,055,772.84
Ending Balance	1,055,772.84

✓ *JK*

P



Account Statement

For the Month Ending October 31, 2024

PORT OF BANDON - PORT OF BANDON - [REDACTED]

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
------------	-----------------	-------------------------	---------------------	------------------------------	---------

Oregon LGIP					
Opening Balance					1,046,271.28
10/11/24	10/11/24	Coos County - ME 9/24 Tax Distribution	1.00	1,564.91	1,047,836.19
10/25/24	10/25/24	Coos County - PE 10/17 Tax Distribution	1.00	3,399.28	1,051,235.47
10/31/24	11/01/24	Accrual Income Div Reinvestment - Distributions	1.00	4,537.37	1,055,772.84
Closing Balance					1,055,772.84

Month of	Fiscal YTD
October	July-October

Opening Balance	1,046,271.28	1,266,711.61	Closing Balance	1,055,772.84
Purchases	9,501.56	39,061.38	Average Monthly Balance	1,048,245.33
Redemptions	0.00	(250,000.15)	Monthly Distribution Yield	5.11%

Closing Balance	1,055,772.84	1,055,772.84
Dividends	4,537.37	18,995.07

11:54 AM

11/05/24

Port of Bandon
Reconciliation Summary
10130 · Banner Bank PEDF Account, Period Ending 10/31/2024

	<u>Oct 31, 24</u>	
Beginning Balance	12,336.24	
Cleared Transactions		
Checks and Payments - 1 item	-15,000.00	
Deposits and Credits - 3 items	4,474.74	
	<u>-10,525.26</u>	
Total Cleared Transactions		
Cleared Balance	<u><u>1,810.98</u></u>	
Register Balance as of 10/31/2024	1,810.98	
Ending Balance	1,810.98	

Handwritten initials

R



10 South First Avenue
 P.O. Box 907
 Walla Walla, WA 99362-0265
 bannerbank.com

Statement of Account

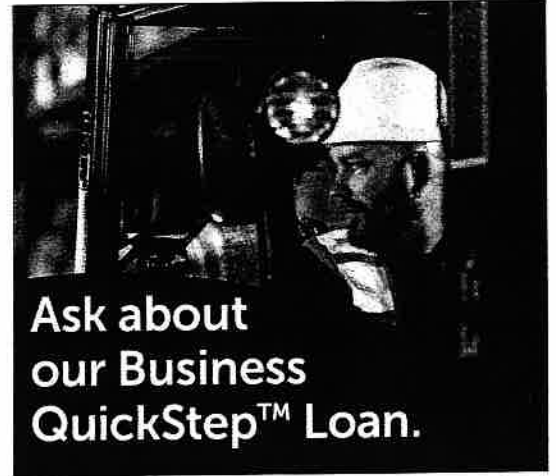
Statement Date 10/31/24

Page 1 of 2

Account Number XXXXXXXXXXXXX [REDACTED]

(509) 527-3636 | (800) 272-9933 Toll-Free

Port of Bandon
 390 1st St SW
 Bandon OR 97411



SUMMARY OF ACCOUNTS

Basic Public Funds Checking	XXXXXXXXXXXX [REDACTED]	\$1,810.98	Quick application. Fast decisions. Use our QuickStep Loan to finance everything from new equipment to buying property (up to \$2 million). Talk to us for details or learn more by visiting Bannerbank.com.
-----------------------------	-------------------------	------------	---

CHECKING ACCOUNT XXXXXXXXXXXXX [REDACTED]

Basic Public Funds Checking

Account Title: Port of Bandon		Statement Dates	10/01/24 thru 10/31/24
Account Number	XXXXXXXXXXXX [REDACTED]	Days in the statement period	31
Previous Balance	12,336.24	Average Ledger	13,695.75
2 Deposits/Credits	4,474.74	Average Collected	13,241.52
1 Debits	15,000.00		
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,810.98		

S

PORT OF BANDON
CHECK TRANSACTIONS



OCTOBER 2024

DATE	CK #	NAME	AMOUNT
10/30/24	EFT	QuickBooks October Payroll	(20,901.45)
10/30/24	EFT	US Treasury EFTPS	(7,128.44)
10/30/24	EFT	Oregon Department of Revenue	(2,250.62)
10/30/24	EFT	Oregon Growth Savings Plan	(6,850.00)
10/7/24	5991	City of Bandon	(3,388.39)
10/8/24	5992	Special District Ins Services	(8,526.00)
10/8/24	5993	Action Trophy	(5.00)
10/8/24	5994	Bandon Concrete	(400.11)
10/8/24	5995	Tyree Oil	(52.56)
10/8/24	5997	CCD Business Development Corp.	(1,545.00)
10/8/24	5998	Streamline	(200.00)
10/8/24	5999	State of Oregon Dept. of Forestry	(541.52)
10/8/24	6000	US Relay	(99.00)
10/8/24	6001	Golder's Bay Area Napa	(125.45)
10/8/24	6002	Coastal Paper	(755.29)
10/8/24	6003	Hennick's	(318.03)
10/8/24	6004	Bandon Supply Inc.	(548.69)
10/8/24	6005	Coquille River Detachment 1042	(2,000.00)
10/9/24	6006	Bandon Ace Hardware	(253.23)
10/9/24	6007	Les County Sanitary Service	(37.12)
10/9/24	6008	Englund Marine Supply	(240.90)
10/8/24	6009	CED	(104.00)
10/28/24	6010	PND Engineers Inc	(492.00)
10/28/24	6011	Dan McKee	(775.00)
10/28/24	6012	Streamline	(200.00)
10/28/24	6013	Canon Solutions America	(132.21)
10/28/24	6014	Grimstad & Associates	(6,000.00)
10/28/24	6015	Tri-County Plumbing	(1,442.04)
10/28/24	6016	Banner Bank	(3,802.66)
10/28/24	6017	Pacific Power	(17.61)
10/28/24	6018	Blue Ridge Strategies	(990.00)
10/28/24	6019	Coos County Property Tax	(4,059.40)
10/30/24	6020	Umpqua Valley Fire Services	(282.95)
10/30/24	6021	Bandon Key Works	(50.00)
10/30/24	6022	Industrial Steel	(268.80)
			(76,905.05)

T

PORT OF BANDON
BALANCE SHEET

OCTOBER 2024



CURRENT ASSETS	GENERAL FUND	CAPITAL FUND	RESERVE FUND	ALL FUNDS
Banner Bank Checking Account	\$20,460.98	\$0.00	\$0.00	\$20,460.98
Banner Bank Merchant Account	\$465.86	\$0.00	\$0.00	\$465.86
Banner Bank PEDF Account	\$0.00	\$0.00	\$1,810.98	\$1,810.98
LGIP Investment Account	\$227,702.85	\$692,789.06	\$135,280.93	\$1,055,772.84
Petty Cash	\$100.00	\$0.00	\$0.00	\$100.00
TOTAL CURRENT ASSETS	\$248,729.69	\$692,789.06	\$137,091.91	\$1,078,610.66

EQUITY	GENERAL FUND	CAPITAL FUND	RESERVE FUND	ALL FUNDS
Fund Balance, Beg of Year	\$363,355.80	\$698,769.60	\$236,283.10	\$1,298,408.50
Current Net Income	(\$114,626.11)	(\$5,980.54)	(\$99,191.19)	(\$219,797.84)
TOTAL EQUITY	\$248,729.69	\$692,789.06	\$137,091.91	\$1,078,610.66

PORT OF BANDON

GENERAL FUND BUDGET

Fiscal Year 2024 - 2025



REVENUE ACCOUNT	BUDGET OCTOBER		TOTAL YEAR	\$ REMAINING	% REMAINING
Bank Interest	25,000.00	4,537.37	18,994.92	6,005.08	24.02%
Misc. Revenue	59,000.00	10,484.21	32,355.11	26,644.89	45.16%
Moorage	65,000.00	3,720.00	27,083.46	37,916.54	58.33%
Property Taxes, Current	583,610.00	3,254.90	12,898.60	570,711.40	97.79%
Property Taxes, Prior Years	25,000.00	1,709.29	7,167.71	17,832.29	71.33%
Rental Revenue	250,000.00	22,764.59	81,506.66	168,493.34	67.40%
TOTAL REVENUE	1,007,610.00	46,470.36	180,006.46	827,603.54	82.14%

PERSONNEL SERVICES	BUDGET OCTOBER		TOTAL YEAR	\$ REMAINING	% REMAINING
TOTAL MONTH	582,013.00	45,626.36	179,458.33	402,554.67	69.17%

MATERIALS * SERVICES	BUDGET	OCTOBER	TOTAL YEAR	\$ REMAINING	% REMAINING
Office Supplies	15,000.00	4,334.87	12,091.10	2,908.90	19.39%
Printing & Advertising	5,000.00	0.00	723.44	4,276.56	85.53%
Building Maintenance	35,000.00	1,774.99	2,276.71	32,723.29	93.50%
Dock Maintenance	20,000.00	713.78	9,650.10	10,349.90	51.75%
General Operations	35,000.00	274.23	5,136.79	29,863.21	85.32%
Grounds Maintenance	20,000.00	805.13	3,264.37	16,735.63	83.68%
Utilities & Phone	40,000.00	1,537.02	5,503.08	34,496.92	86.24%
Commission Expenses	10,000.00	0.00	474.78	9,525.22	95.25%
Legal Fees	10,000.00	0.00	0.00	10,000.00	100.00%
Audit	15,000.00	6,000.00	6,000.00	9,000.00	60.00%
Insurance	70,000.00	0.00	1,204.24	68,795.76	98.28%
Dues & Fees	20,000.00	1,130.68	4,027.91	15,972.09	79.86%
Miscellaneous	27,500.00	1,316.04	17,784.04	9,715.96	35.33%
Employee Expenses	15,000.00	62.98	1,453.66	13,546.34	90.31%
Marketing	6,000.00	2,099.00	6,603.04	(603.04)	-10.05%
Taxes	5,000.00	4,059.40	4,059.40	940.60	18.81%
Professional Fees	20,000.00	990.00	1,770.00	18,230.00	91.15%
Contract Grounds Services	50,000.00	0.00	0.00	50,000.00	100.00%
TOTAL MATERIALS & SERVICES	418,500.00	25,098.12	82,022.66	336,477.34	80.40%

CAPITAL OUTLAY	BUDGET	OCTOBER	TOTAL YEAR	\$ REMAINING	% REMAINING
Equipment	50,219.00	0.00	7,731.00	42,488.00	84.61%
Building Expenses	15,000.00	0.00	0.00	15,000.00	100.00%
Property Improvements	85,000.00	492.00	23,299.00	61,701.00	72.59%
TOTAL CAPITAL OUTLAY	150,219.00	492.00	31,030.00	119,189.00	79.34%

TRANSFERS	BUDGET	OCTOBER	TOTAL YEAR	\$ REMAINING	% REMAINING
Transfer to Reserve Fund	100,000.00	0.00	0.00	100,000.00	100.00%
Transfer to Capital Fund	212,000.00	0.00	0.00	212,000.00	100.00%
TOTAL TRANSFERS	312,000.00	0.00	0.00	312,000.00	100.00%

SUMMARY	BUDGET	OCTOBER	TOTAL YEAR	\$ REMAINING	% REMAINING
Total Revenue	1,150,732.00	46,470.36	180,006.46	970,725.54	84.36%
Total Expenses	1,150,732.00	71,216.48	292,510.99	858,221.01	74.58%
TOTAL NET REVENUE	0.00	(24,746.12)	(112,504.53)	112,504.53	9.78%

Port of Bandon
Regular Commission Meeting
September 26, 2024, 5:00 pm
Bandon Public Library
Bandon, OR

Commissioners Present: Reg Pullen, Donny Goddard, Don Starbuck, Wayne Butler, and Rick Goche
Staff: Jeff Griffin - Port Manager, Josh Adamson – Port Specialist, Shawn Winchell – Harbormaster, Kathy Reed – Finance Director
Guests: John Towne, Dave Romanowski

Commissioner Pullen opened the meeting at 5:00pm

Griffin explained that financials for July and August were late getting in the packet and handed out for review before approval of consent calendar. Griffin suggested Romanowski's public comment be moved before the Executive Session on the agenda.

Commissioner Pullen asked for a motion to approve the consent calendar. **A motion was made by Commissioner Butler. Commissioner Goddard seconded the motion. Motion passes unanimously.**

Griffin reported that bids for the Fisheries Building Parking Improvements were unsealed on August 29, 2024. Two bids were received, one from Johnson Rock, LLC and one from Knife River Materials. Both bids were found to be responsive and responsible. Knife River Materials had the lowest bid of \$227,765.00. **Commissioner Starbuck made a motion to accept all bids. Motion seconded by Commissioner Goche. Motion passes unanimously. Motion to intend to award the contract to Knife River Materials and direct staff to award the contract was made by Commissioner Goche. Motion seconded by Commissioner Goddard. Motion passed unanimously.**

Shawn reported that in preparation for the construction of the High Dock Harbor Office, Tri-County plumbing who will do some camera inspections of the sewer and water lines to find the lateral connection and possibly avoid excavation. Work should be done next week.

Griffin reported that Grimstad and Associates submitted an annual contract for audit services. This year the Port will have a Single Audit, due to the Port spending more than \$750,000 in Federal grant funds. The contract is in the amount of \$16,200. Commissioner Goche had questions regarding specific language in the contract to which Griffin and Reed responded. **Commissioner Goche made a motion to approve the Grimstad and Associates contract for audit services in the amount of \$16,200. Motion seconded by Commissioner Butler. Motion passes unanimously.**

Port Manager's Report:

A corrective workplan has been approved and permit modifications are in process to allow West Coast Contractors to repair the installed launch ramp subtidal planks. Ballard Construction will assist in coring out the planks and injecting grout to strengthen the planks. The work will be done in November 2024

and will shut the launch ramp down for 3 weeks. This time frame is best as it's after the end of Coho season in the Coquille River.

Griffin is following the funding for the major repairs needed for the jetties. The Major Maintenance and Repair plan, funded last year, is nearing completion. The Corps now requires funding approval in the coming work plan to proceed with the Detailed Design Report and the Plans and Specs – both of which are required prior to obtaining funding for construction. The \$1.3 million funding did not make it into the President's Budget or into Appropriations, but Griffin is hopeful discretionary funding will be allocated during the Corps' 2025 work plan development process.

Quotes for sub work on the High Dock Harbor Office have yielded mixed responses. Several bids came in for each category but the concrete quotes came in over \$100,000. This would require the Port to do a sealed bid process. Concern from Commissioners and staff about the cost of concrete work for a public project were discussed. The Port may look to seek new quotes. The costs, even expensive, still fall within the Ports budget for the project. Quotes for electrical and plumbing all came in around \$80,000 each.

Griffin was contacted by Oregon Public Ports Association Director Mark Landauer who is asking Ports for a request that would be a 50/50 cost share on dredging projects. Griffin has submitted 2 projects for the request, each at \$250,000. Project one is dealing with the outfall from the City of Bandon storm drain that deposits directly into the marina in front of the charter boats and the second is the area in front of the boat launch. Although the area was just dredged, it was not able to hit project depth due to hardpan. This puts the depth at 5 feet and will build up quickly within just a few years.

Griffin shared progress on the urchin ranch and current wholesale buyers. Griffin described the lengthy process in obtaining an Oregon Department of Fish and Wildlife Propagation License only to find that ODFW changed position on the requirement and no longer requires the license. The Port is currently selling urchins to Bandon Dunes Ghost Tree restaurant weekly.

The owners of the S/V Serenity have contracted with Tom Leahey out of Coos bay who brings in the tall ships for management of selling the vessel. Tom recently contacted Griffin who expressed there were several buyers interested but wanted to revisit the liveaboard policy and possibly turn the vessel into an AirBnB. Griffin stated the zoning would need to be changed with the City. Griffin asked the Commission if this was something they would be interested in pursuing and stated that even with the zoning change with the City, it would still be up to the Commission to grant the use, and modify language in the Moorage Contract and By-Laws with appropriate standards. The Commissioners moved to approve the a request to the City for this use. Motion was approved.

Staff Report:

Winchell discussed the heavy transient use with the new marina. Vessels have been coming in from Canada and mooring for a week on average. The news of the Bandon harbor is being spread on a social network between boaters and the Bandon Marina is seeing an influx of new boaters and transients making use of the new docks. The Port currently does not offer many amenities for transients, but

X

Winchell informed the transient moorage customers could use the Coast Guard Building showers in the interim.

The new security gate is up and operational. The gate will remain unlocked and open Monday through Friday from 8am to 4pm. Commissioner Starbuck asked about the boats moored on the crab dock. Winchell provided an update.

Winchell was contacted by Bandon High School who are doing a community service program and wanted to offer services to the Port.

Former City of Bandon Electric Supervisor Jim Wickstrom was working with Winchell on repairing an electrical panel in between the boat launch and Bandon Bait. Winchell is now working with Jason Youman on the repairs.

Crabbing on C dock is becoming an issue with boaters who are complaining that the crabbers are not cleaning up after themselves and making a huge mess. Signage has been made for unattended pots. Commissioner Goche suggested signage be made for clean-up.

Public Comment:

Dave Romanowski gave his annual presentation on Kids Fish Free, a program ran by his local Marine detachment, that gives out free fishing poles every year during Christmas. Last year the Port sponsored the event in the amount of \$1,000. **Commissioner Goche made a motion that the Port contribute \$2,000 to Dave for the Kids Fish Free Program. Commissioner Goddard seconded the motion. Motion passes unanimously.**

Regular Meeting was adjourned at 6:15pm to open for Executive Session under ORS 192.660 (2,i)

Meeting was re-opened at 6:38 following executive session. **Commissions discussed a proposal by the Port Manager to work primarily remote for 6 months, with a check in mid-way. Commissioner Butler made the motion, Commissioner Goddard seconded the motion. Motion passes unanimously.**

Meeting was adjourned at 6:52 pm.

Respectfully submitted by

Joshua Adamson



The Port of Bandon Employee Handbook



Table of Contents

Employee Handbook

INTRODUCTION	8
WELCOME TO THE PORT OF BANDON!	9
ABOUT THIS HANDBOOK	10
EMPLOYMENT POLICIES	12
EMPLOYMENT RELATIONSHIP	13
<i>EQUAL EMPLOYMENT OPPORTUNITY</i>	13
AMERICANS WITH DISABILITIES ACT	14
<i>PREGNANCY ACCOMODATION POLICY</i>	14
HARRASSMENT	15
<i>REPORTING INCIDENTS OF HARRASSMENT</i>	16
<i>EXTERNAL COMPLAINT PROCEDURE</i>	16
<i>EMPLOYMENT AGREEMENTS</i>	17
WORKPLACE PROFESSIONALISM	17
DISPUTE RESOLUTION	18
<i>REPORTING ISSUES OTHER THAN HARRASSMENT/DISCRIMINATION</i>	18
EMPLOYMENT	18
<i>NEW EMPLOYEE ORIENTATION</i>	19
<i>INTRODUCTORY PERIOD</i>	19
<i>PROMOTIONS AND TRANSFER TRAINING PERIOD</i>	19
<i>RE-EMPLOYMENT</i>	19
<i>CREDIT FOR PRIOR SENIORITY</i>	19
<i>EMPLOYMENT CLASSIFICATIONS</i>	20

EMPLOYMENT RECORD KEEPING	21
ACCESS TO PERSONNEL FILES	21
CHANGE IN PERSONAL DATA	21
EMPLOYMENT RELATIONS AND CONDUCT	22
ETHICS	23
PUBLIC OFFICIALS	23
GIFTS	23
USE OF OFFICIAL POSITION OR OFFICE	23
HONORARIA	24
FINANCIAL INTEREST IN PUBLIC CONTRACTS	25
CONFIDENTIALITY	25
ORGANIZATION AND CUSTOMERS	25
EMPLOYEE RECORDS	25
WORKPLACE RULES	26
WHISTLEBLOWER PROTECTIONS	27
DRESS CODE AND APPEARANCE	27
COMMUNICATION AND SOFTWARE SYSTEMS	28
ELECTRONIC COMMUNICATIONS SYSTEMS	28
ELECTRONIC MAIL SYSTEM	29
ORGANIZATION-OWNED PERSONAL COMPUTERS	29
LAPTOP SECURITY	29
MOBILE DEVICES	29
USE OF INTERNET, VIRTUAL PRIVATE NETWORK, AND COMMERCIAL ONLINE SYSTEMS	30
SOCIAL MEDIA AND NETWORKING	30
BUSINESS USE	30
PROTECTION	30
PROHIBITED CONDUCT	30
TELEPHONE USAGE	31
VOICEMAIL SYSTEM	31
CELL PHONES	31
PERFORMANCE MANAGEMENT AND REVIEW	32
CORRECTIVE ACTION	33
COMPENSATION	34
PAY ADMINISTRATION	35

PAY INCREASES	35
PAY PRACTICES	35
PAYDAYS	35
PAYROLL DEDUCTIONS	35
PAY ADVANCES	35
EMPLOYEE WITHHOLDING ALLOWANCE CERTIFICATES (FORM W-4)	36
TIME RECORDS FOR NON-EXEMPT EMPLOYEES	36
TIME RECORDS FOR EXEMPT EMPLOYEES	36
HOURS OF WORK AND WORK SCHEDULES	36
ORGANIZATION HOURS	36
COMPENSATORY TIME	36
MEAL AND REST PERIODS	37
LACTATION	37
SOCIAL AND RECREATIONAL ACTIVITIES	37
INCLEMENT WEATHER AND EMERGENCY CLOSURES	37
TELEWORK OR TELECOMMUTE	38
Information Technology	38
Security	39
Technology Support	39
EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT	39
Expense Reimbursement Procedure and Reports	39
Mileage Reimbursement	39
Credit Card Payment	39
Overnight Travel and Meal Expense Reimbursement	40
Meal Reimbursement Limits	40
Alcoholic Beverages	40
Transportation Expense Reimbursement	40
Spouse/Guest Expense Reimbursement	40
PAY EQUITY	40
BENEFITS	41
PURPOSE AND POLICY	42
BENEFIT PRO-RATION AND EMPLOYEE COST SHARING	42
BENEFIT DESIGN AND MODIFICATION	42
BENEFIT PLAN DOCUMENTS	42

HEALTH INSURANCE BENEFIT	43
<i>ELIGIBILITY</i>	43
<i>PLAN ENROLLMENT</i>	43
<i>TERMINATION OF COVERAGE</i>	43
<i>PORTABILITY/CONVERSION OF HEALTH PLAN</i>	43
DENTAL INSURANCE BENEFIT	44
<i>ELIGIBILITY</i>	44
<i>COST</i>	44
OTHER INSURANCE BENEFITS	44
<i>GROUP LIFE INSURANCE</i>	44
<i>VACATION BENEFITS</i>	44
SICK LEAVE	45
PAID HOLIDAY BENEFIT	45
<i>ELIGIBILITY</i>	45
OTHER BENEFITS	46
Oregon Savings Growth Plan	46
LEAVES OF ABSENCE	47
LEAVE OF ABSENCE POLICY	48
BEREAVEMENT LEAVE	48
<i>LENGTH OF LEAVE</i>	48
<i>REQUEST PROCEDURE</i>	48
<i>PAY WHILE ON LEAVE</i>	49
<i>STATUS OF BENEFITS</i>	49
CIVIC DUTY LEAVE	49
<i>JURY OR WITNESS DUTY LEAVE</i>	49
<i>LENGTH OF LEAVE</i>	49
<i>REQUEST PROCEDURE</i>	49
<i>PAY WHILE ON LEAVE</i>	49
<i>STATUS OF BENEFITS</i>	49

CRIME VICTIMS' LEAVE	50
SAFETY MEASURES	50
ELIGIBILITY	50
LEANGTH OF LEAVE	50
REQUEST PROCEDURE	50
PAY WHILE ON LEAVE	50
STATUS OF BENEFITS	50
DOMESTIC VIOLENCE LEAVE	51
ELIGIBILITY	51
TYPES OF SERVICES/TREATMENT	51
LEANGTH OF LEAVE	51
REQUEST PROCEDURE	51
SAFETY MEASURES	51
PAY WHILE ON LEAVE	51
STATUS OF BENEFITS	51
FAMILY AND MEDICAL LEAVE (FMLA)	52
LEAVE TO DONATE BONE MARROW	52
ELIGIBILITY	52
LENGTH OF LEAVE	52
REQUEST PROCEDURE	52
STATUS OF BENEFITS	52
UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT	52
ELIGIBILITY	53
LENGTH OF LEAVE	53
REQUEST PROCEDURE	53
PAY WHILE ON LEAVE	53
STATUS OF BENEFITS	53
REINSTATEMENT	53
PAID LEAVE OREGON – INSURANCE	54
Cost	54
Eligibility	54
Length of leave	55

Reasons for leave	55
Insurance benefit while on leave	55
Use of accrued leaves who on PLO	55
Notification of the need for leave	55
Filing a Claim for coverage	56
Job and Benefit Protection while on leave	56
Complaints Procedure	56
HEALTH AND SAFETY	57
EMPLOYEE HEALTH AND SAFETY	58
EARLY RETURN TO WORK PROGRAM	58
SMOKING IN THE WORKPLACE	59
EMPLOYEE RIGHT TO KNOW/HAZARD COMMUNICATION PROGRAM	59
SUBSTANCE AND ALCOHOL	60
WORKPLACE VIOLENCE	61
EMERGENCY PREPAREDNESS	62
EMPLOYMENT SEPARATION	63
SEPERATION FROM EMPLOYMENT	64
Resignation	64
JOB ABANDONMENT	64
JOB ELIMINATION, REDUCTION IN WORK HOURS	64
DISCHARGE	65
EXIT INTERVIEW	65
RETURN OF ORGANIZATION PROPERTY	65
EMPLOYEE'S NOTES	66
HANDBOOK RECEIPT ACKNOWLEDGEMENT FORM	67

DRAFT

INTRODUCTION

WELCOME TO THE PORT OF BANDON!

We're happy to welcome you to the **Port of Bandon** - we're glad you've joined us! We take pride in selecting people such as you to join our organization, and we truly believe you will be a positive addition to our most important asset – our employees.

We hope you will enjoy a productive and pleasant association with us. We have created a work environment, compensation and benefits program, and interactive culture that we believe fosters positive work relationships. We expect that you will enhance the atmosphere by contributing your best efforts in whatever is asked of you.

We believe that you can contribute significantly to our success and want you to share in the growth of our future. We also feel that the best way to help you achieve is to help you understand our organization and your role in it. This handbook has been prepared as a guide to give you a better understanding of the organization's policies, procedures, and practices. Please familiarize yourself with its contents and keep it handy for reference.

Our organization values two-way communication, and our “open door” policy encourages you to ask questions if there are policies or procedures you don't understand. We welcome your ideas and suggestions for ways to improve our operations and services or to save unnecessary costs during your employment with us.

Again, welcome to our team. We wish you success in your new position and truly value you and the contribution you make during your employment with us. We sincerely hope you will like it here.

Jeff Griffin, Port Manager

ABOUT THIS HANDBOOK

This Employee Handbook is a guide to help you understand our employment provisions and expectations. The Handbook applies to all our employees. It is intended to be a positive document that helps to establish the relationship between us.

Please remember that this Handbook contains only general information and guidelines. It is not intended to address all the possible applications of or exceptions to general policies and procedures. Our policies are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount to our ability to serve our customers and ourselves. While we have tried to anticipate many of your questions, keep in mind that this document won't provide every answer. If you have any questions concerning eligibility for a particular benefit or how a policy or practice applies to you, please ask your management team.

We know that employees have varied skills, goals, perceptions, and values, and that such diversity may create situations not fully addressed within this Handbook. In that event, we'll try to make fair and equitable decisions while making sure that the best interests of the organization are served.

Neither this Handbook nor any other organizational document confers any express or implied contractual right to remain in the **Port of Bandon**'s employ, nor does it guarantee any fixed terms or conditions of your employment. Your employment is not for any specific period and may be terminated at will, with or without reason, and without prior notice by **the Port** or you for any reason, at any time.

This handbook is not intended to undermine or remove your rights as outlined by the National Labor Relations Board (NLRB). We fully acknowledge and respect your rights to engage in protected concerted activities, which include the right to discuss wages, working conditions, and other terms of employment with your fellow employees, as well as the right to form, join, or assist labor organizations. If you have any concerns or questions regarding your rights or any content in this handbook, please seek clarification from your HR representative or legal counsel.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time-to-time. We recognize our responsibility to keep employees informed of changes that may affect them and will provide replacement pages so you can keep your Handbook current.

Some subjects described in this Handbook, such as benefit plan information, are covered in detail in official policy documents. You should refer to these documents for specific information since this Handbook provides summaries only. Please note that when discrepancies occur between benefit language in this Handbook and in the official policy documents, the terms of the written insurance policies are controlling. We encourage you to use caution when making decisions with long-term impact based on our current benefit offerings, given that we may find it necessary to make changes to these programs.

You are encouraged to offer suggestions for improvement to these policies, employment practices, or working conditions. Please read through the Handbook carefully and share it with your family members so they will also understand your work environment. If you have additional questions or need further details, please talk with your supervisor, who can advise you or refer you to the appropriate resource.

DRAFT

EMPLOYMENT POLICIES

EMPLOYMENT RELATIONSHIP

You and **the Port of Bandon** are engaged in an “at-will” employment relationship. Therefore, employment at **the Port** is for no definite period and may, regardless of the time and manner of payment of wages and salary, be terminated at will. This means that either you or the organization may terminate the employment relationship at any time, with or without reason or advance notice.

No one in the organization has the authority to enter into any agreement contrary to this “at-will” relationship except the **General Manager**. It cannot be altered, except when in writing and signed by the **General Manager** and you. **The Port of Bandon** will not make and will not be bound by any oral promises concerning the length or terms of your employment.

Equal Employment Opportunity

The Port of Bandon is an equal opportunity employer and, as such, considers individuals for employment according to their abilities and performance. Employment decisions are made without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, genetic information, or any other classification protected by law. All employment requirements mandated by local, state, and federal regulations will be observed.

The organization employs affirmative personnel measures to ensure the achievement of equal employment opportunities in all aspects of employment and the work environment. These policies of nondiscrimination will prevail throughout every aspect of the employment relationship, including recruitment, selection, total compensation, promotion, transfer, layoff and recall, termination, training, and dispute resolution.

In keeping with our philosophy and applicable laws, our advertising and recruiting materials will contain the following statement to encourage qualified applicants to apply: “Equal Opportunity Employer.” Our policy as an equal opportunity employer is to employ those legally entitled to work in the United States without regard to citizenship status, ethnic background, or national origin. However, in conformity with the relevant immigration statutes and regulations, our policy is to hire only those who are eligible to work in the United States. Verification documentation is required of all new hires.

All employees in the organization are responsible for following and carrying out this policy according to the spirit and intent of our equal employment commitment. Management provides and supports a dispute resolution procedure for complaints alleging discrimination. Employees are expected to bring any questions, issues, or complaints to Management’s attention. If you believe you have been harassed, or if you witness or suspect any violation of this policy, you should report the matter immediately to your supervisor. We also encourage that you document your concerns. We will not retaliate against you for filing a complaint or cooperating in an investigation and we will not tolerate or permit retaliation by Management or co-workers.

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA), amended by the ADA Amendments Act of 2008, is a comprehensive federal civil rights law that specifically protects individuals with physical and mental disabilities from discrimination in the workplace.

Individuals are protected under the ADA if any of the following conditions exist:

- They currently have a physical or mental condition that significantly restricts their ability to normally conduct a major life function (walking, seeing, hearing, breathing, bodily functions, etc.);
- They have a history of such impairment; or,
- They are regarded as having such impairment.

The ADA also prohibits discrimination based on an individual's relationship to someone (parent, sibling, child, spouse, friend, etc.) with a disability.

The Port of Bandon offers equal employment opportunities to qualified individuals who may have a physical or mental disability but are still able to perform essential job functions with reasonable accommodations. Essential functions are defined as the fundamental non-marginal duties of the position being held or sought. A job function is essential if the position exists for the performance of the function, there are only a limited number of employees available to perform it, or it is so highly specialized that an expert is required to perform it.

Reasonable accommodations are available to employees and applicants, if the requested accommodations don't cause an undue hardship on the organization. Individuals protected by the ADA/ADAAA should discuss their needs for possible accommodation with their supervisor.

Pregnancy Accommodation Policy

The Port of Bandon will make reasonable accommodations to employees that are experiencing known limitations related to pregnancy, childbirth or a related medical condition, to the extent the accommodation can be made without imposing an undue hardship on the organization. The Port of Bandon seeks to comply with both the federal Pregnant Workers Fairness Act (PWFA) and any state provisions and rules it is subject to regarding pregnancy related conditions as well. Possible accommodations may include:

- Acquisition or modification of equipment or devices;
- More frequent or longer break periods or periodic rest;
- Assistance with manual labor; or
- Modification of work schedules or job assignments.

The Port of Bandon will not take adverse action against an employee for inquiring about, requesting, or using a reasonable accommodation.

HARASSMENT

The Port of Bandon will not tolerate conduct by any employee, elected official, board or commission member, volunteer or intern, customer or member of the public that harasses, disrupts, or interferes with an employee's work performance or which creates an intimidating, offensive, or hostile work environment. All forms of harassment are prohibited. We want to maintain a working environment free from all forms of harassment, whether based upon race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other legally protected characteristic or status. Retaliation associated with a complaint of harassment is also prohibited.

Behavior such as telling ethnic jokes; using religious slurs or offensive slang, or other derogatory terms regarding a person's race, sexual orientation, age, sex, national origin, or disability; or mimicking one's speech, accent, or disability are examples of prohibited conduct. Harassing individuals by making derogatory comments regarding protected status or characteristics is strictly prohibited, as well as using any other words or conduct that might create a hostile or offensive work environment.

Sexual harassment or assault is also a form of harassment. The following conduct is considered to be sexual harassment;

- Submission to the conduct is in any way deemed to be a term or condition of employment;
- Submission to or rejection of the conduct is used as a basis for employment-related decisions; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can also consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes, or innuendoes; nude, profane, or obscene cartoons, drawings, or photographs; whistling; staring; and inappropriate touching are not tolerated at The Port of Bandon. Cell phone use, including text messages and other similar electronic communications, can also be considered harassing behavior.

Sexual Assault is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled using physical force, manipulation, threat, or intimidation.

Each manager/supervisor has a responsibility to maintain a workplace free of any form of sexual harassment. No person shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Sexual harassment in the workplace, whether by managers/supervisors, non-managerial employees, or outside individuals (vendors, customers, etc.) is prohibited.

This policy explicitly applies to conduct in the workplace, at social functions sponsored by the organization, and at business functions (conventions, trade shows, etc.). This policy applies to any conduct, however, as described above, which impacts the organization or work environment, regardless of where it occurs.

Management provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. As an employee of The Port of Bandon, you have the responsibility to immediately report any actions or words which you find to be harassing. The organization will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by anyone.

Reporting Incidents of Harassment

If you believe that you have been harassed, have witnessed harassment, or suspect any violation of our harassment policy, you must immediately report the matter to your supervisor, the Port Manager, or the Port President. These individuals are responsible for ensuring that all complaints are promptly and thoroughly investigated without prejudice or retaliation. The investigation will be conducted promptly, but no specific timeframe can be guaranteed because each situation is likely to be different, and individuals may have varying schedules. Every effort will be made to complete the investigation within two weeks. In all cases, you will be notified of the outcome of the investigation. We will also check in with you quarterly following receipt of the information to ensure the matter has been resolved and continues to meet the organizations standards.

All complaints of harassment will be investigated promptly and impartially. Discretion will be used during the investigation to maintain as much confidentiality as possible while effectively completing the investigation, however, confidentiality cannot be guaranteed. If you are not satisfied with the handling of a complaint or the action taken by management, you should bring the complaint to the next higher level of authority. In all cases, you will generally be advised of the outcome.

Any employee or manager who is found, after appropriate investigation, to have engaged in harassment or to have retaliated against an individual for reporting harassment will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

External Complaint Procedure

We encourage employees to bring their concerns and complaints to the organization, and understand that, at times, this may not be the choice of the employee. Below is a list of the external complaint options. Please reach out to the preferred choice to determine the appropriate timelines for their processes.

- Oregon Bureau of Labor and Industries at the following web address:
https://www.oregon.gov/boli/CRD/Pages/C_Crcompl.aspx
- Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.

Employment Agreements

No employee will be required or invited to sign an agreement requiring the non-disclosure of information related to discrimination or sexual assault as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits. An employee may request this type of agreement and, upon request, will be provided at least seven (7) days to change their mind.

WORKPLACE PROFESSIONALISM

Harassment due to a person's protected class is prohibited, so too is unprofessionalism, such as incivility, due to personality clashes or issues. We want our focus to be on customer service, productivity, and the ability for each employee to flourish here. This makes it essential that our employees treat each other and those with whom we serve with courtesy, respect, and consideration. Further, we require that employees work cooperatively and constructively in resolving issues or problems on-the-job to foster satisfactory working relationships.

The Port of Bandon defines unprofessionalism as inappropriate behavior that negatively impacts the working relationship. When an allegation of unprofessionalism is made, consideration of the intention will be given. The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that The Port of Bandon will not, in any instance, tolerate unprofessional behavior. Employees found to be in violation of this policy will be subject to corrective action, up to and including termination.

We consider the following examples as unprofessional; however, this is not considered a comprehensive list. Any actions that create the same or similar result will also be considered.

- Making derogatory comments about your co-workers or the organization on social media
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's performance or job description
- Spreading rumors and gossip regarding individuals
- Interfering with the ability of someone to perform job duties or consistently assigning menial tasks not central to the job.

Any Port of Bandon employee who has experienced unprofessionalism should immediately report the behavior according to the reporting process outlined in our anti-harassment policy. All reports will be investigated and addressed. Making false/baseless or malicious complaints of unprofessionalism will be regarded as a serious offense, which may also lead to corrective action, up to and including termination.

DISPUTE RESOLUTION

We believe that undisclosed problems will remain unresolved and will lead to impaired work relationships, dissatisfaction with working conditions, and a decline in operational efficiency. Therefore, the organization has established this dispute resolution procedure to solve problems as quickly, fairly, and thoroughly as possible. This procedure is a method for impartially hearing the complaint and is intended to resolve problems and provide a fair and objective review. All issues will be handled without prejudice or retaliation.

Reporting Issues Other than Harassment/Discrimination

Any other questions or concerns you may have should be discussed with your immediate manager/supervisor, absent special circumstances, as soon as you are aware there is a problem or have a question. Your manager will generally follow-up to your concern.

We realize there may be valid reasons to forego this initial step; in those circumstances *i.e.*, a concern involves an immediate manager/supervisor, you may go directly to the next level of management for assistance.

EMPLOYMENT

It is our goal to fill employment vacancies with qualified applicants, whether recruiting internally, externally, or in utilizing both options. Job applicants will be considered on an equal basis for all positions without regard to sex, age, race, color, religion, national origin, marital or veteran status, sexual orientation, gender identity, genetic information, a physical or mental disability, or any other characteristic protected under applicable law, including Veterans' Preference.

Our goal will always be to select the most qualified person for each available job.

Former employees and relatives of current employees will be considered for employment in the same manner as other applicants. We may refuse to place a spouse, domestic partner, or immediate family member under the direct supervision of a spouse, domestic partner, or family member, if such placement could potentially affect supervision, safety, security, or morale.

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job duties, schedule, or location. Depending upon the circumstances, you may be subject to a wage adjustment while performing such work. We may also reassign employees on a long-term basis whose placements are determined to be unsuited to their individual skills and transfer any employee who has an illness or disability that requires modified duty without posting the position.

New Employee Orientation

New employees are expected to participate in orientation within the first week of employment. This helps to ensure positive integration into our operations and helps new employees start a productive and satisfying employment relationship. At the orientation, you will receive detailed information about general policies, procedures, benefits, and basic information on pay and leave policies.

Introductory Period

As a new employee, you are hired on a 30-day introductory period. The introductory period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by supervisors. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity for us to see if your abilities and the requirements of the position match. It is also a chance to see if we meet your expectations as an employer.

Your performance will be evaluated at the end of the introductory period, and a decision about your employment status will be made and shared with you in writing. If you have successfully completed the introductory period, you will be moved to regular status. Movement to regular status does not alter the at-will condition of your employment. If your skills border on satisfactory, but fall a little short, the introductory period may be extended if there is reason to believe that your skills will improve within another 30 days. This period may be extended only by approval of your supervisor. If expectations are not met or if your skills are not satisfactory, it is unlikely that your employment will continue.

Promotions and Transfer Training Period

If you are promoted or transferred to a new position, you must also complete an introductory period of 30 days to determine the suitability of the placement and your ability to satisfactorily perform the required work. If it is determined that the job change is not working during this period, you will be returned to your original job if a vacancy exists. Otherwise, you will be assigned to any other vacant job we deem suitable. If no such job is vacant, your employment may be terminated. If you are placed in a job other than your original job, the pay and benefits may be adjusted.

Re-employment

Employees who resign from the organization in good standing may be eligible for re-employment consideration. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. Previous performance with the organization will be evaluated if the reference check phase is reached. We are not obligated to rehire former employees. If an employee returns within 12 calendar months their previous sick leave balance will be restored in full.

Credit for Prior Seniority

- Rehires shall be considered new employees, except where federal or state law requires otherwise (e.g., where state law applies to health insurance benefit reinstatement).

Employment Classifications

Employee status is categorized to make distinctions in employment-related conditions and to aid in a better understanding of employment relationships within the organization. Employees may be considered introductory, full-time or part-time, temporary, or on-call as described below:

Introductory*: Newly hired or promoted employees within the introductory period. New hires normally earn, but cannot use, benefits.

Regular Full-time: An employee who is regularly scheduled to work 40 hours or more per week. Classification is normally eligible for benefits.

Regular Part-time: An employee who is regularly scheduled to work less than 40 hours per week. This classification is normally eligible for benefits, but on a pro-rata basis.

Temporary*: An employee who is hired for a specified period, usually no more than six (6) months. This classification is typically not eligible for benefits, except for those mandated by law.

On-Call*: An employee who does not have a set schedule and works only when called upon.

****NOTE: This category may be eligible for benefits under the Affordable Care Act depending on hours worked.***

Employees are further classified according to federal and state wage and hour laws as exempt or non-exempt, as defined below. Management will make the appropriate designation regarding the status for each new position or when a position changes substantially. If you are uncertain as to your status, ask your supervisor/manager.

Exempt: An employee who is exempt from the overtime pay and minimum wage requirements under federal and state laws. Exempt employees include managers, executives, supervisors, professional staff, outside sales representatives, owners, and others who are generally paid a salary and whose duties and responsibilities allow them to be exempt under federal and state law.

Non-exempt: An employee who is paid an hourly wage and whose job generally calls for the payment of minimum wage and overtime as specified under state or federal regulations.

EMPLOYMENT RECORD KEEPING

Access to Personnel Files

The organization maintains a personnel record for each employee, and access to those records is restricted to authorized persons only. The records contain applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to employment. Authorized persons are individuals in a direct line of supervision over the employee to whom the file applies or any management representative involved in a pending personnel action.

Your personnel file is available for review [except for any references and other material exempt from disclosure under state law] by making advance arrangements with your supervisor. We will provide copies of personnel records or files as required by law upon request.

Change in Personal Data

Keeping your personnel records current can be important. If you have changes in any of the following items of information, please notify us:

- Name
- Marital status
- Address
- Telephone number
- Dependents
- Beneficiary
- Person to be notified in case of emergency
- Job-related physical or other limitations that impact employment
- Other information having a bearing on your employment

**EMPLOYMENT RELATIONS AND
CONDUCT**

ETHICS

We believe in treating people with respect and adhering to ethical and fair practices. All Public Officials are held accountable to the states Ethics laws found in ORS 244.

Public Officials

A public official includes anyone serving the State of Oregon or any of its political subdivisions or any other public body in any of the listed capacities, including as an “agent.” An “agent” means any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances.

Upon employment with our organization, you became a Public Official.

Gifts

During a calendar year, a public official, a candidate or a relative or member of the household of the public official or candidate may not solicit or receive, directly or indirectly, any gift or gifts with an aggregate value more than \$50 from any single source that could reasonably be known to have a legislative or administrative interest.

During a calendar year, a person who has a legislative or administrative interest may not offer to the public official or a relative or member of the household of the public official any gift or gifts with an aggregate value more than \$50.

During a calendar year, a person who has a legislative or administrative interest may not offer to the candidate or a relative or member of the household of the candidate any gift or gifts with an aggregate value more than \$50.

Use of Official Position or Office

A public official may not use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment for the public official, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official's holding of the official position or office.

Except:

- Any part of an official compensation package as determined by the public body that the public official serves.
- The receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042 (Honoraria).

- Reimbursement of expenses.
- An unsolicited award for professional achievement.
- Gifts that do not exceed the limits specified in ORS 244.025 (Gift limit) received by a public official or a relative or member of the household of the public official from a source that could reasonably be known to have a legislative or administrative interest.
- Gifts received by a public official or a relative or member of the household of the public official from a source that could not reasonably be known to have a legislative or administrative interest.
- The receipt by a public official or a relative or member of the household of the public official of any item, regardless of value, that is expressly excluded from the definition of “gift” in ORS 244.020 (Definitions)
- Contributions made to a legal expense trust fund established under ORS 244.209 (Application to establish fund) for the benefit of the public official.

A public official may not solicit or receive, either directly or indirectly, and a person may not offer or give to any public official any pledge or promise of future employment, based on any understanding that the vote, official action or judgment of the public official would be influenced by the pledge or promise.

A public official may not attempt to further gain of themselves or others using confidential information gained in the course of or by reason of holding position as a public official or activities of the public official.

A person may not attempt to represent a client for a fee before the governing body of a public body of which the person is a member. This subsection does not apply to the person’s employer, business partner or other associate.

The provisions of this section apply regardless of whether actual conflicts of interest or potential conflicts of interest are announced or disclosed under ORS 244.120

Honoraria

A public official may not solicit or receive, whether directly or indirectly, honoraria for the public official or any member of the household of the public official if the honoraria are solicited or received in connection with the official duties of the public official.

A public official may receive of an honorarium or a certificate, plaque, commemorative token or other item with a value of \$50 or less; or receive an honorarium for services performed in relation to the private profession, occupation, avocation or expertise of the public official or candidate.

Financial Interest in Public Contracts

A person who ceases to hold a position as a public official may not have a direct beneficial financial interest in a public contract for two years after the date the contract was authorized.

You are required to inform us of any activity that is ongoing or planned that may be or is a conflict with these laws. We will work with the State Ethics commission to determine the appropriate steps for resolution.

Failure to meet these standards will result in investigation and, depending on the outcome, result in discipline up to and including separation.

CONFIDENTIALITY

Organization and Customers

At the Port of Bandon, employees have access to highly confidential and proprietary information, including information about our business plans and customers. Our customers trust us with confidential information and disclosing this information without authorization would have a materially adverse impact on our integrity and on our relationships with our customers. Employees must not disclose any information pertaining to the organization or its customers without prior explicit approval of their managers/supervisors and must sign a form stating such.

No organization records or information, including documents, files, records, computer files, and similar materials may be removed from our premises without permission from The Port of Bandon, except in the ordinary course of performing duties on behalf of The Port of Bandon. Additionally, the contents of organization records or information otherwise obtained regarding business may not be disclosed to anyone except where required for a business purpose. This prohibition also applies to items posted in a blog or website. Employees are subject to appropriate corrective action, up to and including termination, for revealing confidential information.

Employee Records

The Port of Bandon's philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of this information. Additionally, the organization will only collect personal information that is required to pursue its business operations and to comply with government reporting and disclosure requirements. Personal information collected by the organization includes employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, date of birth, employment eligibility data, benefit plan enrollment information, which may include dependents' personal information, and school/college or certification credentials. All pre-employment inquiries, including reference check records, as well as former employee files are maintained in locked, separate areas and are not used by the organization during business operations.

Personal employee information will be considered confidential and, as such, will be shared only as required and with those who have a need for access to such information. All hard copy records will be maintained in locked, secured areas with access limited to those who have a need for such access. Participants in benefit plans should be aware that personal information will be shared with plan providers as required for claim handling or record keeping needs.

WORKPLACE RULES

The Port of Bandon believes policies and procedures are essential for the orderly operation of our business and for the protection and fair treatment of all employees. As a result, we have clearly identified performance expectations so that each employee behaves according to our workplace standards. Courtesy and common sense should always prevail. The following work rules are not all-inclusive but serve as guidelines to demonstrate the work behaviors considered important.

1. You are expected to be at work on time, to stay until your workday ends, and to do the work assigned or requested of you. If you are unable to be at work on time, you are expected to contact your immediate supervisor promptly.
2. You are expected to regard your workplace with respect and attention. Records, equipment, and property are to be treated carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their maintenance, appropriate use, and accuracy.
3. You are expected to conduct yourself in a professional manner, exhibiting a high regard for our customers, vendors, business associates, and co-workers. No breach of professional behavior [abusive language, harassment, personal business during work time, *etc.*] will be condoned.
4. You are expected to maintain the confidentiality of organization information or customer information in your possession [*i.e.*, personnel information, trade secrets, *etc.*].
5. You are expected to wear clothing that is neat in appearance and consistent with a professional atmosphere, keeping in mind the impression it has on customers, visitors, and other employees as well as the need to promote organization and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what dress is appropriate.

This information regarding our behavioral expectations should help guide employee actions. You are urged to use reasonable judgment and to seek advice in doubtful or unclear situations. It is our policy to resolve conduct and performance problems in the most informal and positive manner possible; however, conduct which falls outside of the above guidelines will result in corrective action, up to and including termination.

We also believe that all our employees should have an opportunity to be heard in matters involving discipline; therefore, we have adopted a formal Dispute Resolution Procedure, which can be found in this Handbook.

WHISTLEBLOWER PROTECTIONS

The Port of Bandon encourages any employee with knowledge of an illegal or dishonest activity to report it to management. All such issues will be promptly investigated with the intent to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. Although someone's identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their due course, the privacy of the individual making the report will be protected to the extent possible. The Port will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments as well as threats of physical harm. Any whistleblower who believes retaliation has occurred must contact management immediately. The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

DRESS CODE AND APPEARANCE

Employees contribute to the atmosphere and reputation of the Port of Bandon in the way they present themselves. A professional appearance is essential to a favorable impression with the community.

We are committed to creating a diverse, inclusive, and equitable workplace that values and respects all individuals, regardless of their natural hair texture and hairstyle. We recognize that natural hair is an essential part of self-expression and cultural identity, and discrimination based on these attributes is not acceptable in our organization.

Managers have the discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and may not be paid for that time off. A basic essential of appropriate dress includes the need for clothing to be neat and clean.

COMMUNICATION AND SOFTWARE SYSTEMS

Electronic Communications Systems

The Port of Bandon provides electronic communication systems to maintain communications both within the organization and with outside clients and vendors. You are encouraged to learn about these tools and how to use them. This policy provides directions for you regarding access and disclosure of information when using these communication systems. All employees and others outside the organization who may use the systems are expected to be aware of and support this policy.

Our electronic communication systems include computers, software, electronic mail (e-mail), copiers, fax machines, telephones, cell phones, voice mail, messengers, and various online services. All of these systems are operated and managed based upon this policy.

These systems and any other informational, storage, or retrieval services that the organization provides are organization tools and are to be used for business purposes only during business hours. Use of company systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

The use of these systems is not private or confidential. Within the bounds of current and future laws, the organization reserves and intends to exercise the right to review, audit, intercept, access, and search these business systems at will, monitor data and messages within them at any time and for any reason, and disclose selected contents without notice or other restrictions. Messages sent through these systems remain the property of the organization.

As an employee, you must not permit any proprietary or confidential information of the Port of Bandon to enter the public domain through electronic transmissions. Examples of the organization's proprietary and confidential information are provided in the Confidentiality Policy. Also, these systems shall not be used to receive or distribute copyrighted materials, trade secrets, proprietary information, or similar materials from/to outside the organization without prior authorization.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. You are expected to carefully compose and review the wording, tone, and content of your communications before transmission.

You should check with your supervisor if you have any questions about the proper use of communication or software systems. All system users who discover violations of this policy are expected to notify their supervisors or managers immediately. Improper use or violation of this policy can result in corrective action, up to and including termination.

Electronic Mail System

You are reminded to be courteous to other users of the e-mail system and to always conduct yourself in a professional manner. E-mail messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. You should write e-mail communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on organizational letterhead.

You should know that even when a message is erased through e-mail, it is still possible to retrieve and read that message. Even though the organization reserves the right to retrieve and read any e-mail messages, those messages are to be treated as confidential by other employees and accessed only by the intended recipient. We expect employees to respect others' privacy and not retrieve or read electronic messages for which they are not the intended recipient unless authorized. The use of passwords for security does not guarantee confidentiality; all passwords to company systems must be disclosed to the organization's manager.

Organization-owned Personal Computers

To protect the integrity of our systems, all software used on our computers must be registered with the Port. Personal or downloaded software may only be installed after written authorization. A virus check of all such software must be made immediately before it is installed on any organization computer. A virus check must also be conducted on any electronic devices originating from or used on any computer outside of the organization prior to its use with an organization-owned computer. The copy or transfer of organization-owned software may occur only with the written authorization.

Laptop Security

A deductible may apply to lost or stolen laptops and computer equipment. Employees should always follow prudent measures in safeguarding equipment. If an employee has followed these recommendations, the laptop and other equipment will be replaced.

Mobile Devices

Allowing Remote Wipe Provisions/Data Liability

If you are connected to the organization's server, understand that making this connection via a mobile device may compromise the privacy of certain sensitive information. Confidential electronic information, including personally identifiable information, must be protected to prevent it from being exposed if the device on which the information was accessed is lost or stolen. To protect this information, the organization retains the right to delete data and applications from any device that contains the organization's information. ***This right to delete such information may be exercised remotely or on-site if the organization determines such action is necessary to protect confidential, sensitive, or proprietary information. Please understand that in downloading any such information to a personal mobile device, you are consenting to the organization's ability to delete this information at any time.*** This policy covers mobile devices such as smart phones, tablets, laptops, and any similar devices. Please ensure that you regularly sync any personal data [e.g., applications, information, photos] to another device/computer for safekeeping, as the wipe command does not differentiate between business and personal information.

Use of Internet, Virtual Private Network, and Commercial Online Systems

Although the Port recognizes that the Internet may have useful applications to our business, you may not engage in Internet use on Port computer systems unless a specific business purpose requires such use.

Management approval is required before an employee can post any information representing the Port on commercial online systems or the Internet.

Social Media and Networking

Social networking websites and online communities, such as Twitter, LinkedIn, Facebook, and Flickr have value because they can be used to market Port of Bandon products and share information; employees may also use these systems as a quick communications and networking tool to complete projects. It is not the intent of this policy to unduly limit employees' access to these conduits, however, guidelines and expectations surrounding their use are necessary as there are liabilities inherent in such use. When any employee is using organization-provided computers or cell phones or is representing the organization via social networking activity, that individual is expected to represent the organization in a professional and positive light. The Port of Bandon wishes to use social networking exclusively to its advantage, preventing and minimizing any negative outcomes. This includes ensuring that all employees will be free from harassment and unprofessional behavior when utilizing or consuming social media; therefore, employees authorized for its use must abide by all applicable laws and ethical considerations.

Business Use

Employees may use social networking websites to conduct organizational business, as long as such use is authorized and complies with the organization's policies. Company logos or other organizational information must conform to pre-approved marketing concepts and standards.

Protection

Social networking sites collect profile information for advertising opportunities and criminal reasons. Phishing (e-mail messages asking for username and passwords, etc.) and spamming are two downsides. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your e-mail account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious; when in doubt, delete it. Viruses and spyware may damage the organization's operating system, compromise data, or expose your privacy and that of others you communicate with via e-mail and social media sites. Be aware that others may piece together personal information for identity theft purposes. Be prudent in making comments or posts which reveal your or others' travel plans or divulge other safety-sensitive and private information.

Prohibited Conduct

Behavior and judgment in an electronic environment should mimic behavior in a physical setting. Employees are expressly prohibited from posting content that is malicious, abusive, threatening, intimidating, coercing, profane, disruptive, discriminatory, or harassing. Defamatory statements are prohibited, and employees should be aware they are personally responsible for the legal consequences of such statements.

Nothing in this policy should be interpreted as limiting an employee's right to engage in legally protected speech or other activity. Failure to adhere to these standards and to use appropriate protocols will lead to further corrective action, up to and including termination.

Telephone Usage

The Port of Bandon realizes that employees must occasionally make and receive personal telephone calls at work. Such calls must be kept to a minimum and should impact your work as little as possible. Unauthorized use of the telephone, including charging long distance calls to the organization, will result in corrective action, up to and including termination.

Voice Mail System

The voice mail system at The Port of Bandon is the property of the organization and is provided for use in conducting organization business. All communications and information transmitted by, received from, or stored in this system are organization records and property of The Port of Bandon. The voice mail system is to be used for business only; use of the system for personal purposes is prohibited. You have no right to personal privacy in any matter stored in, created, received, or sent over the voice mail system. The Port of Bandon, in its discretion as owner of the voice mail system, reserves the right to monitor, access, retrieve, and delete any messages stored in, created with, received by, or sent over the system for any reason and without employee permission.

Cell Phones

Where job or business needs necessitate immediate access to an employee, the organization may provide/require a business cell phone for work-related communications. This phone is provided for business use only. Business cell phones are not to be used for purposes not related to work. Keep in mind that cell phone internet usage, phone records, voice mail, and text messages are not private and may be accessed. If an organization-provided phone is used for personal business, any phone charges incurred by an employee related to the personal usage will be the sole responsibility of the employee.

Personal calls during the workday using personal cell phones can be distracting to others and can interfere with employee productivity. Use of a personal phone for any reason should therefore be limited to breaks and lunches.

Any use of a cell phone while driving may present an unsafe condition for the driver, other employees, and the public. The organization discourages the use of cell phones while driving, except when hands-free accessories are used. In cases where a cell phone call is necessary, employees must adhere to all federal, state, and local rules and regulations regarding such to help ensure the safe operation of both organization-owned and private vehicles.

PERFORMANCE MANAGEMENT AND REVIEW

To establish a meaningful performance evaluation system upon which the Port can continuously monitor the effectiveness of organizational operations and employee performance, employees will receive regularly scheduled formal performance evaluations.

The objectives of our performance management and formal appraisal process are to:

- Ensure that employees know their individual performance against established performance standards;
- Determine how well the organization is doing in assisting employees with work performance and meeting goals;
- Ensure communication and two-way feedback;
- Provide a consistent, objective, and fair method of making compensation decisions;
- Provide a tool for career planning; and,
- Provide a permanent record of employee performance and organizational contributions.

Our performance appraisal program is intended to be participatory and equally involves both your input and your supervisor's. This allows you to contribute to the growth and improvement of the organization. You are encouraged to:

- Inquire about your performance periodically;
- Accept additional responsibilities and show initiative;
- Review opportunities for advancement within the organization;
- Ask for assistance in developing a goal-oriented path for advancement within the department or organization; and,
- Learn about training available to assist you in improving your skills or qualify you for a promotion or lateral transfer.

Performance evaluations serve as one factor in decisions related to employment such as training, merit pay increases, job assignments, employee development, promotions, and retention. Evaluations identify specific performance levels as compared to established standards, acknowledge the merit of outstanding performance, and prescribe the means and methods of improving performance deficiencies.

CORRECTIVE ACTION

Everyone benefits when we work together and conduct ourselves in a manner that reflects the best interests of both the organization and its employees. It is the philosophy of the Port to correct performance deficiencies and address violations of policies and work rules to correct situations and avoid repetition.

You will be informed if corrective action is necessary as soon as possible after any performance problem has been identified. Your manager or supervisor will discuss the situation with you, explaining this policy and the necessity of corrective action to avoid additional disciplinary actions.

Although one or more corrective action measures may be taken in connection with a particular performance problem, no formal order will be followed. Corrective action may include any of a variety of actions depending on the circumstances and severity of the particular situation.

Corrective actions taken at the discretion of management may include **any** of the following:

- Verbal counseling with you, which will be confirmed in writing by your supervisor and placed in your personnel file.
- Written warning, which will be placed in your personnel file.
- Suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an employee from the organization's premises during an investigation or as a disciplinary action. A suspension may be paid or unpaid. If you are suspended, it will be documented in your personnel file.
- Demotion, which will be documented in your personnel file.
- Termination, which will be documented in your personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or a subsequent offense. Consideration will be given to the seriousness of the offense, any change in behavior, and the circumstances surrounding the offense.

DRAFT

COMPENSATION

PAY ADMINISTRATION

The Port of Bandon values high quality work from its employees and is committed to compensating employees for their efforts and results. It is our intent to provide a competitive compensation package that will attract, retain, and motivate employees. It is also our intent that policies and pay practices be administered consistently throughout the organization to ensure internal equity is achieved.

Your pay as a new employee is established based on the pay level of current employees performing work of comparable character and based upon factors such as your previous experience, and education. This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

Pay Increases

In addition to annual adjustments to address the Consumer Price Index, it is the Port's policy to reward you with increases in pay for dedication in your work, extra effort, and contributory performance. Management does not award such increases on an automatic basis.

Because information about your rate of pay and any increases is sensitive and personal, we ask that you exercise discretion and care regarding the discussion of these matters.

PAY PRACTICES

Paydays

You will be paid monthly, at the end of each month. If a payday falls on a Saturday, Sunday, or banking holiday, paychecks will be distributed on the Friday prior to the established payday. If a payday falls on an organizational holiday, you will receive your check on the last workday prior to the holiday.

Payroll Deductions

Certain mandatory and elective deductions which are made from employee pay are noted on the paycheck stub. The only deductions made are those mandated by law or authorized by you in writing.

Pay Advances

Advance payments of salary may be granted in emergency situations but must be approved by an immediate supervisor and the manager. Each request for an emergency draw will be reviewed individually. Employees are generally encouraged to find other appropriate resources for any financial difficulties, however.

To receive approval, emergency draws cannot exceed an amount equal to the hours accumulated at the time of the request, less any funds required for voluntary and involuntary deductions; advances may never exceed an employee's net salary for the pay period. The amount of any pay advance will be withheld from the employee's paycheck covering the pay period the wages were drawn against.

Employee Withholding Allowance Certificates (Form W-4)

You are required to furnish the organization with an Employee Withholding Exemption Certificate (W-4) at the time of hire. You may file a new W-4 form any time. When you submit an updated Form W-4, the organization will implement the desired changes by the start of the first payroll period ending on or after the 30th day from the submission date. We encourage employees to seek tax advice if they have questions about withholding amounts.

Time Records for Non-Exempt Employees

The time sheet is a record of time worked and must be filled out monthly. It provides a permanent record of time spent on the job, indicating the exact time you worked. Each non-exempt employee will be issued a timecard at the start of the pay period.

Timecards should be reviewed, signed, and turned in at the end of the pay period. Your signature on the time sheet each pay period verifies that the times and dates are true and accurate to the best of your knowledge.

Time Records for Exempt Employees

Employees classified as exempt do not fill out timecards and no deduction of pay will be made for hours worked fewer than eight (8) hours per day, unless authorized by law. However, because The Port does have paid vacation and sick pay benefit programs, if you have earned time in these bank(s), you must use this time first [from whichever benefit applies] to cover any time off that is less than your normal workday.

HOURS OF WORK AND WORK SCHEDULES

Organization Hours

The general office hours at the Port of Bandon are between 8:00 a.m. and 4:00 p.m., Monday through Friday.

Specific workday and workweek schedules for each employee will be determined from time-to-time by the appropriate manager based on the organization's needs. We will attempt to notify you of any changes in workdays or workweek schedules two weeks prior to the effective date of change. Management reserves the right to modify schedules consistent with the needs of the organization.

The normal workday is 8 hours. The total hours in a normal workweek are 40, Monday through Sunday or another specified 7-day workweek. If you are a non-exempt employee, you should not begin work before your normal starting time or continue working beyond the normal quitting time without explicit advance approval from your supervisor.

Compensatory Time

Non-Exempt employees accrue compensatory time off when working more than 40 hours per week. Employees receive 1.5 hours of comp time for every hour worked beyond 40 in a work week. Upon separation employees are paid for any comp time hours they have on the books at the time of separation.

Meal and Rest Periods

Meal and rest periods will be provided for you according to any applicable state regulations. Supervisors will review these and establish schedules. Non-exempt employees are not permitted to work through a meal period unless approval from a supervisor is obtained before the scheduled meal break.

Lactation

The Port of Bandon promotes and supports the practice and need for employees to express breast milk on its premises upon their return to work.

Until their babies are 18 months old, employees may take reasonable rest periods to express breast milk. Nursing breaks may be taken concurrently with regular meal and rest breaks, although additional reasonable break time will be made available, as needed. Management and employees will work together to find mutually agreeable hours of work and breaks which support the continuation of expressing breast milk.

If an employee perceives or observes adverse treatment with respect to the expression of breast milk, a supervisor/manager should be informed immediately.

The Port of Bandon will provide a private space with an electrical outlet, within the office building, to express breast milk. This space may vary according to available empty rooms. Hand washing facilities and a refrigerator will also be available at all sites and appropriate signage for privacy will be supplied.

Employees will be responsible for the storage of the expressed milk. The milk, if stored in the refrigerator provided, must be clearly labeled with the employee's name. To ensure the safety of stored breast milk, it is recommended that the container used to store the milk be sealed in a plastic bag to prevent contamination.

Social and Recreational Activities

Participation in off-duty social or recreational activities such as organization picnics and holiday parties are entirely voluntary. Participation or nonparticipation will not affect your wages, hours, working conditions, or present or future employment opportunities.

Incident Weather and Emergency Closures

Emergencies such as severe weather, fires, power failures, earthquakes, and other natural disasters can disrupt organizational operations. In extreme cases, these circumstances may require the closing of our office.

In the event that The Port of Bandon makes the decision to close the office prior to the start of the business day, the closure will be announced via direct calls and texts. A closure message will also be recorded on The Port of Bandon's general voice message line. It is the responsibility of each employee to contact the Port for an update, if there is any doubt regarding office operations.

Employees will be paid for all absences related to emergency closures.

TELEWORK OR TELECOMMUTE

Both telework and telecommute are a flexibility that may be available to some positions within the organization. These are two different arrangements. Telework is the planned practice of regularly working from a non-organization address. This is most typically the employee's residence. Telecommute is the planned practice of occasional or intermittent work from a non-organization address. This is most typically the employee's residence.

All telework and telecommute arrangement require prior approval. Telework and telecommute may be permissible for some jobs and not all jobs.

Employees are responsible for ensuring a safe work environment when telecommuting or teleworking. Employees are also responsible to meet the expectation of their job regardless of where the job is done. Supervisors are responsible for monitoring compliance with these types of agreements, relevant policies, performance standards, expectations for work product and productivity, and time accountability.

Any employee who is teleworking or telecommuting must be available during established work hours and provide timely response to email, phone calls etc. Absences, including unavailability during work hours, must be pre-approved. Employees must account for all time worked. Supervisors may consider an employee's request to alter regular work hours in the same way they would evaluate these requests for a person working at an organization address.

An employees' salary, benefits and insurance coverage does not change because of teleworking or telecommute.

As mentioned above these are planned arrangements. Employees and supervisors must work together to determine if an arrangement can be made and the details of the arrangement.

Information Technology

Teleworking or telecommuting employees are expected to be able to set up a remote office and use both organization and their own equipment without direct physical help from the organization. While any equipment supplied by the organization will be maintained by or at the direction of organization, employees are responsible for the safe and secure transportation of equipment to and from the office.

Employees are expected to have sufficient telephone arrangements to perform their work and to participate in telephone conferences during agreed-upon work hours.

Employees are expected to have sufficient Internet access if work assignments require use of Web resources in the performance of their duties while working at a remote worksite.

The organization will determine, with information supplied by the employee and the supervisor, what equipment will be supplied for each telecommuting situation. All equipment supplied by the organization will be maintained by or at the direction of organization. Equipment supplied by the employee, will be maintained by the employee. The organization accepts no responsibility for damage or repairs to employee-owned equipment.

If the teleworking employee provides equipment, the employee provided equipment must comply with organization's security and maintenance policies and practices, and any additional safeguards required by the organization.

Organization stored on any employee's personal electronic equipment is subject to public records requests and discovery, and to review by the organization at any time.

Security

Employees are expected to ensure the protection of organization and district information accessible from their home office.

Technology Support

The IT Department will only provide device support that relates to organization devices and connection.

EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT

The Port of Bandon will pay all actual and reasonable business-related expenses you incur while performing your job responsibilities. All such expenses must be pre-approved before payment will be made.

Expense Reimbursement Procedure and Reports

Requests for expense and mileage reimbursement must be submitted monthly. Supporting documentation and/or itemized receipts must be provided to each request.

Expense reimbursements will not be paid unless and/or until all itemized receipts are provided or, if lost, a note with a description of the business activity and expense.

Mileage Reimbursement

While in the course and scope of duties on behalf of the Port, employees, with approval, may use their vehicle for business purposes, where liability would accrue to the Port for negligent actions. As such, employees are encouraged to follow all rules of the road and drive courteously. Coverage provided by the Port for damages to the employee's own vehicle is secondary to any other collectible coverage. Employees are encouraged to have comprehensive and collision coverage on personal vehicles used for Port business.

When you use your own vehicle for organization business, you will be reimbursed for organization-related business travel at the current IRS determined rate per mile.

Credit Card Payment

If a credit card is provided to you, the employee, all receipts must be provided monthly to the Finance Director for the credit card reconciliation process. Employees may expense and/or use a company provided credit card, for business related activities or incidental supplies following IRS guidelines.

Overnight Travel and Meal Expense Reimbursement

If an employee is traveling overnight on a work-related activity, the employee may expense lodging, food, beverage and any incidental expenses that are necessary and business related.

Meal Reimbursement Limits

The Port will not reimburse more than the following amounts for any meal unless approved in advance; these maximums are inclusive of gratuity.

Breakfast	\$15.00
Lunch	\$15.00
Dinner	\$30.00

Alcoholic Beverages

The Port of Bandon will not pay for alcoholic beverages and such costs should not be submitted for reimbursement.

Transportation Expense Reimbursement

Transportation costs may only be expensed upon prior approval. Transportation costs include such items as airfare, airport parking, hotel shuttles, automobile rental and fuel for such rental.

Spouse/Guest Expense Reimbursement

The Port will not pay for meals or entertainment of spouses/guest/significant others.

The Port expects its employees to use good judgment and reserves the right to deny an expense if, in management’s belief, it is unreasonable.

PAY EQUITY

The Port of Bandon strives to ensure all employees receive an equitable total compensation package based on a variety of factors relating to their position, job performance, education, and experience. From time-to-time, employees performing work of comparable character may have different compensation levels. Any such differences will be based on The Port’s objective processes for evaluating an employee’s work and one or more of the following factors: seniority, merit, quantity or quality of work, workplace location, regular and necessary travel, education, training, experience, or any combination of those factors. Employees who believe they are not being compensated fairly are encouraged to discuss the matter with the Port Manager to obtain clarification.

DRAFT

BENEFITS

PURPOSE AND POLICY

The Port strives to provide equitable and cost-effective benefits for employees in recognition of the influence benefits have on employees' economic and personal welfare. Paid in various benefit forms on your behalf, the total cost of providing the benefit program is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions, and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to temporary or on-call employees.

Some benefits may accrue during your new-hire introductory period, but in most cases eligibility to use these benefits will not occur until you obtain regular employee status or meet other conditions of employment specified in the Handbook or contained in the benefit policy/plan booklets.

Benefit Pro-ration and Employee Cost Sharing

If you are a regular part-time employee, your benefits are prorated based upon the number of hours you work. Essentially, you accrue vacation and sick leave benefits at a lower rate than a full-time employee because your accrual rate is based on fewer hours.

Discretionary employee benefits not mandated by state or federal law are selected and controlled by the Port. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. When costs of discretionary insurance benefit plans exceed the organization's interest in or ability to pay the full premium, we will require you to share in the cost of your coverage.

Benefit Design and Modification

The Port reserves the right to design plan provisions and to add, eliminate, or otherwise modify the benefits described in this Handbook or elsewhere in plan documents when it is in the organization's best interest. Consider that changes to benefits may occur at management's discretion prior to making a serious, long-term decision based solely on current benefit offerings.

Benefit Plan Documents

You'll receive summary plan descriptions upon eligibility and enrollment.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or due to changes in our business situation or economic conditions. We encourage you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from employment, employees may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in this Handbook apply only so long as the Handbook is current; employees do not have vested rights.

HEALTH INSURANCE BENEFIT

The Port currently provides health insurance coverage for all employees if they are otherwise eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the office.

Eligibility

This benefit is provided for all regular employees. If otherwise eligible, you may begin to participate in the plan after you have completed 30 days of continuous employment. Temporary and on-call employees are generally not eligible to participate in the health insurance plan.

Plan Enrollment

Once you are eligible, you may complete enrollment forms available through the office. If you don't want to enroll at the time of eligibility and later decide to request enrollment, you will only be allowed to enroll if you can demonstrate that a qualifying event has occurred which qualifies you for a special enrollment period.

The organization pays the full monthly premium for enrolled full-time employees.

If you are a regular part-time employee, you will receive a proportionately smaller organizational contribution to your insurance premium.

An eligible employee who chooses not to enroll in the insurance plan is not entitled to any other form of compensation in lieu of coverage and is required to sign a written waiver of participation.

Medical information is covered by HIPAA regulations. The Port realizes the responsibility we have to treat your private health information with great care and discretion. We have implemented safeguards to protect this information.

Termination of Coverage

If you lose eligibility to participate in the health plan, you may have the option of extending your health plan coverage for a period under the continuation coverage provided for by state law. You may continue group health insurance for up to nine (9) months at your own expense if you were enrolled in the plan for at least three (3) months. However, continuation does not occur automatically. You must elect coverage within 10 days after the date of eligibility or you will lose the right to state continuation coverage. Payment of the premium must then occur within a specified timeframe for coverage to continue. You will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

Portability/Conversion of Health Plan

If you've been continuously covered under our group medical insurance policy for at least 180 days and your employment with us ends, you may be eligible to convert to an individual policy with our insurance carrier. You may request this portability coverage before, during, or at the end of the benefit extension period described above. However, you must apply for portability

coverage from our insurance carrier within 60 days after your group coverage ends. Please contact the insurance carrier for more information about this coverage.

DENTAL INSURANCE BENEFIT

The Port of Bandon provides a Dental Insurance plan for employees.

Eligibility

Employees regularly scheduled to work 30 hours or more per week are eligible for dental insurance coverage after 30 days of employment.

Cost

At the time of eligibility and during open enrollment each year, you will be notified of how much the organization will contribute towards monthly premiums.

OTHER INSURANCE BENEFITS

Group Life Insurance

We provide group life insurance coverage for eligible employees. Employees who are regularly scheduled to work **30** hours per week or more become eligible for this coverage. The amount of insurance coverage is \$50,000. The Port pays the full premium.

Vacation Benefit

All full-time and regularly scheduled part-time employees are eligible for vacation based on the schedule below. All accruals begin following 30 days of employment. At the end of the initial employment period, credit is given from the first day of employment. No vacation time may be taken or paid during the introductory period, unless specific arrangements have been made at the time of hire.

You will earn vacation benefits according to the following schedule:

<u>Number of continuous years of service</u>	<u>Benefit per year</u>
Earned during 1 st year	Ten days
Earned during 2 nd through 5 th years	Twelve days
Earned upon 6 th year	Fifteen days

Accrual for part-time employees is on a pro-rated basis calculated on the established work schedule. Continuous service will be calculated from the first of the month nearest your date of hire.

We provide vacation and personal time so you can enjoy periods of time away from work. Vacation is intended for rest and recreation and vacation pay may not be taken instead of time off. Vacation accrual will be paid out at separation in accordance with this policy and any applicable law.

Time is not to be banked and never used; therefore, accrual cannot exceed 240 hours. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when you reduce the total to less than the allowed maximum.

Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made in writing and submitted to your supervisor. Generally, employees won't be allowed more than three weeks off at a time. We'll try to grant each request, but we cannot guarantee your request will be approved. In the event of competing requests for times submitted concurrently, approval will be given to the employee with the longest tenure.

SICK LEAVE

The Port of Bandon provides paid sick leave to all employees in accordance with state law. The accrual of sick time begins on the first day of employment at the rate of 8 hours per month for full time employees. Sick time may be used as it is accrued moving forward.

Sick time may be used for an employee's own illness, for preventative care appointments, or to care for an immediate family member with an illness. The Port does allow employees to donate sick time to other employees in need. Unused sick time is not paid out upon separation from employment.

PAID HOLIDAY BENEFIT

The Port of Bandon observes the following holidays each year and our offices are officially closed on these days:

New Year's Day	Martin Luther King Jr. Day	Washington's Birthday
Indigenous Peoples Day	Memorial Day	Juneteenth
Independence Day	Labor Day	Veterans Day
Thanksgiving	Christmas Day	

Eligibility

Employees regularly scheduled to work **20** hours or more per week will be paid for the above holidays. Part-time employees between **20** and **40** hours will receive a prorated amount of paid time based on their regularly scheduled time.

OTHER BENEFITS

Oregon Savings Growth Plan

The Port of Bandon offers employees access to the [Oregon Savings Growth Plan](#) (OSGP) which is a voluntary [457\(b\) deferred compensation plan](#) available through the state of Oregon to certain public employers. Employees can use the OSGP to create additional savings for retirement.

The Plan offers:

- Saving for retirement through payroll deduction
- The ability to rollover previous retirement accounts into the OSGP
- A [competitively priced plan](#) with a range of investment options
- Opportunity to save pre-tax or Roth after-tax

DRAFT

LEAVES OF ABSENCE

LEAVE OF ABSENCE POLICY

We realize that our employees may encounter situations that require a temporary short-term or extended absence from work. We offer several different types of leaves of absence for the following purposes:

Bereavement Leave	Disability Leave (Non-FMLA)	Family and Medical Leave
Civic Duty	Military Leave	Leave to Donate Bone Marrow
Crime Victims' Leave	Domestic Violence Leave	Paid Leave Oregon (Insurance)

The type of leave requested may determine which employees are eligible and what procedure should be followed in requesting and obtaining the leave. The effect of the leave on benefit accruals, benefits, and reinstatement rights also varies according to the type of leave you are requesting. Each of these leaves is discussed on the following pages.

BEREAVEMENT LEAVE

You are eligible to take a Bereavement Leave in the event of the death of the following immediate family members:

- Spouse/Domestic Partner
- Biological, Adoptive, Foster, or Stepchild
- Parent
- Grandparent/Grandchild
- Parent-in-law
- Another Person of "In Loco Parentis" Relation

Leave to attend the funeral of a non-immediate family member with whom you had an especially close relationship may also be granted at the discretion of management.

This leave may be taken to attend the memorial service of the family member, to make arrangements necessitated by the death of a family member, or to grieve the death of a family member. The leave must be completed within 60 days after the date on which you received notice of the death of your family member.

Length of Leave

The total length of leave you may be granted for bereavement is situational and may be decided based upon the unique circumstances of your need and applicable law. If you qualify for OFLA, at a minimum, you are allowed to take up to two weeks off per death of an immediate family member. If you need additional time off for any bereavement-related purpose, you may ask for more time which may be granted according to applicable law or at the discretion of management.

Request Procedure

If possible, you should provide notice of the need for leave 10 days in advance. You are required to at least provide oral notice within 24 hours of taking leave, but someone else can do this on

your behalf, if necessary.

Pay While on Leave

You will continue to receive regular pay for up to **three** days, which is the maximum company-paid absence allowed. Employees may choose to cover an additional period of absence with any available accrued leave time.

Status of Benefits

Company-paid bereavement leave won't affect your eligibility for benefits or the continuation of benefit accruals. If you are granted additional time off, the effect of the additional leave on your benefits will be determined by our policies.

CIVIC DUTY LEAVE

Jury or Witness Duty Leave

Employees subpoenaed to serve as witnesses or for jury duty may obtain a protected leave of absence. If we feel that your absence would cause an undue hardship to you or the organization, we may instead request, with your agreement, that jury duty be postponed.

Length of Leave

Jury or witness duty leave is available for the period of time covered by the initial subpoena or court order and any involuntary extensions.

Request Procedure

You must notify your manager or supervisor as soon as is practicable after you receive notice asking you to serve as a witness or on a jury so that arrangements can be made to cover your position. You are expected to provide us with a copy of the subpoena or notice within five days after you received it.

Pay While on Leave

You will be compensated for the difference between the civic pay received and your regular rate of pay for up to a week, if you are a non-exempt employee; after that period, you may utilize paid time off if desired. For exempt employees, any partial day or partial week worked will be paid in full; employees are required to remit any jury fees received in connection with their service.

Status of Benefits

Benefits are not affected by jury or witness duty leaves.

CRIME VICTIMS' LEAVE

If you or a member of your immediate family suffers financial, social, psychological, or physical harm because of a personal felony or an employee is a victim of harassment, under the public offenses' statutes, you may be entitled to take protected leave from work to attend criminal proceedings.

Safety Measures

The company will provide reasonable safety measures, if you are the victim of harassment or a threat of harm that would be expected to cause concern.

Eligibility

You will be eligible to take crime victims' leave if you have worked an average of more than 25 hours per week for the organization for at least 180 days immediately before the leave would begin.

Length of Leave

The amount and length of leave time you may take is limited to that which does not create significant difficulty and expense (undue hardship) to the organization. If the organization must limit your leave due to undue hardship, we will notify the prosecuting attorney in the criminal proceeding, who is required by law to notify the court. The court will then take your work schedule into consideration when scheduling the criminal proceedings.

Request Procedure

You must provide your manager or supervisor with reasonable notice of your intention to take crime victims' leave and provide copies of any notices of scheduled criminal proceedings that you receive from a law enforcement agency. We will treat such documentation as confidential information.

Pay While on Leave

Crime victims' leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid time available to them. Exempt employees working partial days, or a partial week will be paid in full for the entire week, although accrued time must be used first.

Status of Benefits

Benefits are not affected by crime victims' leave.

NOTE: Oregon Sick Time may apply.

DOMESTIC VIOLENCE LEAVE

An employee who is a victim of domestic violence, harassment under the public offenses' statutes, sexual assault, or stalking or whose minor child or dependent is a victim may be entitled to take unpaid protected leave from work.

Eligibility

All Port of Bandon employees are eligible to take domestic violence leave.

Types of Services/Treatment

An employee may take leave to seek legal or law enforcement assistance, to secure medical treatment, to obtain counseling or victim services, to relocate, or to take other reasonable steps to ensure one's own health and well-being or that of a child or legal dependent.

Length of Leave

The amount of leave taken will be reasonable and that which does not create a significant difficulty and expense (undue hardship) for the organization.

Request Procedure

An employee accessing this leave provision needs to request time off from a manager or supervisor as much in advance as possible to aid in scheduling. We understand that instances of violence are usually not predictable, and these requests may be made with little forewarning. We will treat any information you share as confidentially as possible.

Safety Measures

The Company will provide reasonable safety measures, if you are the victim of domestic violence, harassment, sexual assault, or stalking. Examples of such measures may include transfer, reassignment, modified schedule, unpaid leave, different work phone number or workstation, installing new locks, and other accommodations.

Pay While on Leave

Domestic violence leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid time available to them. Exempt employees working partial days, or a partial week will be paid in full for the entire week, although accrued time must be used first.

Status of Benefits

Benefits are not affected by domestic violence leave.

FAMILY AND MEDICAL LEAVE (FMLA)

OREGON ORGANIZATIONS WITH 49 OR FEWER EMPLOYEES IN A 75 MILE RADIUS

The Federal Family and Medical Leave Act applies to all government employers. However, due to our size, below 50 employees, employees are not eligible for this leave type. Notice will be provided to employees if this eligibility changes.

LEAVE TO DONATE BONE MARROW

Eligibility

Employees working 20 or more hours per week are eligible for this leave.

Length of Leave

An employee may use up to 40 hours of leave which may be taken as paid or unpaid time. In extenuating circumstances, approval to take more time off may be granted by a supervisor or manager.

Request Procedure

You must notify your manager or supervisor as soon as is practicable after you become aware that you will be donating bone marrow. You are expected to provide a copy of the doctor's verification for bone marrow donation. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave of absence used before that determination was made will not be affected.

Status of Benefits

Benefits are not affected by this leave.

UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Re-employment Rights Act and applicable state regulations. The policy covers employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training. These military members, and those with previous or current military service, are protected from discrimination and harassment.

Eligibility

All employees of the organization except those hired on a brief, non-recurrent basis are eligible for leave.

Length of Leave

Given that the requirements regarding this type of leave are subject to change, the length of this leave will be administered under the current provisions of all applicable laws at the time of occurrence.

Request Procedure

You must provide oral or written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

Pay While on Leave

Military leaves are without pay unless you elect to utilize vacation benefits earned before the commencement of the leave.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, and length of service pay increases, as may be provided by applicable statutes of the United States and the State of Oregon. For any leave extending beyond 30 days, you may maintain health care insurance benefits for up to 24 months while on leave by paying the full insurance premiums.

Reinstatement

If you are returning from a USERRA leave, you generally must report to work or request re-employment within prescribed time limits, which are based on the length of the leave as follows:

1 to 30 days: You are expected to report to work on the first regularly scheduled workday following the completion of your service and an eight-hour rest period. You will most likely be reinstated to a position you would have held had you not taken leave or to the same position you held prior to the leave.

31 to 180 days: You should submit an application for reemployment no later than 14 days after an honorable release from service unless it is impossible or

unreasonable through no fault of your own. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by the Port, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

181 days or longer:

You must apply for re-employment no later than 90 days after the completion of satisfactory service, absent extenuating circumstances. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

For service of 31 days or more, the Port will request that you provide documentation to verify your rights to re-employment, including your separation papers.

Time limits for applications for re-employment are extended for up to two years for disabled veterans, unless extenuating circumstances beyond a veteran's control may warrant another minimal extension beyond that period. Failure to file an application within the required time periods may otherwise result in a loss of the right to re-employment.

PAID LEAVE OREGON – INSURANCE

The Port of Bandon provides a Paid Leave Oregon Insurance plan. This insurance is required by Oregon state law and provides paid time off to eligible employees. This is a protected leave. All health-related information gathered by the insurer and organization during this process will be maintained as confidential. Employees will not be discriminated against or retaliated against for using or trying to use this insurance benefit. We encourage each employee to use the combination of time off and benefits that meets their personal needs.

Cost

Employees will see a small deduction from gross wages for each paycheck. The Port may choose to contribute a small percentage of the employee's gross wages for each paycheck.

The employee and employer minimum and maximum, as well as overall costs, of this coverage will be assessed annually by the Oregon Employment Department and may change. We will be provided notice to employees in advance of any change.

Eligibility

Most employees who work in Oregon are eligible to submit a claim. The determination of eligibility will be made by the Port Director. If an employee disagrees with an eligibility

determination, the employee may use the appeal process outlined in the determination notice.

Length of leave

The length of leave is part of the determination process.

An employee may qualify for up to twelve (12) weeks of leave annually. The annual benefit year begins the Sunday prior to the first use of leave for any reason. The coverage may be approved in intermittent single day use up to a continual twelve (12) week period.

Reasons for leave

Benefits may apply to a variety of situations, including:

- Family leave
 - During the birth of a child
 - Bonding with a child in the first year:
 - After birth
 - When the child is placed in the employee's home through foster care or adoption (beginning 1/1/2025)
- Employees own serious health condition*
- To care for a family member with a serious health condition*.
- Medical leave - The employee caring for themselves when the employee has a serious health condition*.
- Safe leave - For survivors of:
 - Sexual assault
 - Domestic violence
 - Harassment
 - Stalking
- Pregnancy Disability Leave (Additional 2 weeks)

* A serious health condition is an illness, injury, impairment, or physical or mental condition that: requires inpatient care, poses an imminent danger of death or possibility of death in the near future, requires constant or continuing care, involves a period of incapacity, involves multiple treatments, or involves a period of disability due to pregnancy.

Insurance benefit while on leave

The amount of benefit the employee will receive will be calculated based upon the employee's earnings for the prior year. This will also be part of the determination of coverage process. The minimum and maximum benefit amounts may be adjusted by the Oregon Employment Department annually, and the employee will receive notification before a change occurs.

Use of accrued leaves who on PLO

Employees may choose to use accrued leaves while on PLO.

Notification of the need for leave

An employee is required to provide the employer notice of the intention to take leave. For planned events the employee is required to provide thirty (30) days written notice. For unplanned events the employee is required to notify the employer within twenty-four (24) hours of the leave and provide written notice within three (3) days. If an employee is incapacitated due

to the unplanned event and are unable to meet these obligations, we ask the employee to notify the employer as soon as possible.

Filing a Claim for coverage

Employees will need to establish an account at Frances Online and file claims electronically. This is the electronic system of record for the Oregon Employment Department. Employees are responsible for submitting the required paperwork and any updates or changes to their claim. The employer will be unable to complete the application process on the employee's behalf.

Job and Benefit Protection while on leave

If an employee has been employed with the employer for at least ninety (90) days prior to the leave, the employee will be restored to the same position upon their return, if the same position exists. If the same position does not exist employees will be restored to a different position with similar job duties and the same employment benefits and pay. This position may or may not have the same terms and conditions.

If, at the time of leave, the employee is receiving health benefits the employee will be required to pay their portion of all elected benefits premiums while on leave.

Complaints Procedure

Our goal is to solve all concerns at the lowest possible level. We encourage all employees to bring complaints to their supervisor promptly and in writing.

We understand employees may choose to seek outside assistance to resolve complaints regarding this coverage. Employees may contact the Oregon Bureau of Labor and Industries to file a complaint or may contact an attorney of their choice to determine if a civil action may be appropriate

DRAFT

HEALTH AND SAFETY

EMPLOYEE HEALTH AND SAFETY

The Port of Bandon is committed and legally responsible to provide our employees with a safe and healthful work environment. To accomplish this goal, both management and employees must make diligent efforts to promote safety within applicable laws and standards.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing, shoes, and equipment, attending all training sessions offered, and following directions of warning signs, signals, and supervisory personnel.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to you and could subject the Port to fines and penalties. No one will be retaliated against for filing a workers' compensation claim in good faith.

Safety rules and regulations will be issued or modified from time-to-time and will be effective immediately upon communication. Rules and regulations will be distributed to you and posted on the employee bulletin board.

If an injury or illness occurs you are required to:

1. Take remedial first aid actions; seek emergency care if necessary.
2. Report the injury or illness as soon as possible.
3. Fill out the report form and workers' compensation form.
4. Provide your supervisor with a medical release from a doctor.
5. Review the incident with management.

Early Return to Work Program

Our Return-to-Work program provides guidelines for returning you to work as early as possible after you have suffered an on-the-job-injury or job-related illness. The program is not intended to be a substitute for a reasonable accommodation when an injured or ill employee also qualifies as an individual with a disability.

The Return-to-Work program consists of a team effort by supervisors, employees and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning an employee to productive work. Through this team effort, we hope to help our employees recover and return to full employment as soon as their medical condition permits.

If you are injured on the job and your doctor determines that you are able to perform modified work, the organization will attempt to provide such a job until you are able to resume your regular duties, except where provided as an accommodation for a permanent disability. All modified work is temporary and may be offered at any location or on any shift. If you are offered

a modified position that has been medically approved, failure to report at the designated time and place may affect time loss compensation.

A return to work from non-work-related injuries or illness may be covered in the Leave section.

Smoking in the Workplace

The Port of Bandon is a non-smoking facility. This includes the use of electronic cigarettes and vaping devices. Places outside the office may be designated as smoking areas; smoking is limited to these areas. Please do not smoke or vape within 10 feet of any entrance, exit, window, or air intake device. If any employee has a concern about the areas designated, that individual should speak with the appropriate supervisor.

Employee Right to Know/Hazard Communication Program

The Port of Bandon provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information, you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not delay in asking your supervisor.

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

Container Labeling

The Port will verify that all containers received for use will:

- Be clearly labeled as to the contents with a product identifier.
- Note the appropriate hazard warning with a precautionary statement, pictogram, hazard statement, and supplemental information.
- List the manufacturer/supplier's name, address, and emergency phone number.

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each section will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks.

Safety Data Sheets (SDS)

Copies of safety data sheets for all hazardous chemicals that employees of this organization may be exposed to will be kept in the maintenance hall. Safety data sheets will be available to all employees in their work areas for review during each work shift. Never use a chemical or associated machinery if its safety data sheet is not available.

Employee Information and Training

Before starting work, you will attend a health and safety orientation and receive information and training about the following:

- An overview of the requirements contained in the Globally Harmonized Hazard Communication System;
- Chemicals present in your workplace operations;

- Location and availability of our written hazard communication program;
- Physical and health effects of the hazardous chemicals;
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area; and,
- How to reduce or prevent exposure to these hazardous chemicals through the use of control/work practices and personal protective equipment.

After attending the training class, you will sign a form to verify that you attended, received our written materials, and understand our policies on hazard communication.

Prior to a new hazardous chemical being introduced into any section of this organization, each employee of that section will be given information as outlined above. The Harbormaster is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

SUBSTANCE AND ALCOHOL

The objective of this policy is to provide a workplace and environment free from substance abuse. Furthermore, The Port has a responsibility to our employees, to those who use or encounter our services, and to the general public to ensure safe operating and working conditions. To satisfy our drug free workplace objective and meet these responsibilities, we have adopted this substance and alcohol policy.

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- Manufacturing, selling, attempting to sell, using, distributing or possessing alcohol or other controlled substances that impair job performance or pose a hazard when use or possession occurs (as a government employer this includes marijuana);
- Reporting for or being at work while impaired by the use of alcohol, drugs, or controlled substances.

If your doctor prescribes over the counter or pharmaceutical drugs, you are responsible for determining if you can maintain work performance standards, including safety. If you are not, you are to contact your supervisor before returning work.

If you have a problem with substance or alcohol use and wish to undertake rehabilitation, you may be granted a leave of absence for this purpose. It is your responsibility to seek help before the problem adversely affects your work performance or results in a violation of this policy. No one will be discriminated against for undertaking rehabilitation.

Where we have a reasonable basis to believe that an employee is in violation of this policy, the employee will be required to submit to testing to determine presence of, use of, or involvement with alcohol or drugs. We reserve the right to determine whether reasonable basis exists.

The following definitions apply:

Reasonable suspicion is defined as specific, describable observations concerning such circumstances as the work performance, appearance including, for example, noticeable odor of an alcohol, behavior, or speech of the employee, or as being involved in an accident on organization premises that results in physical injury or property damage.

Presence of is defined as any noticeable or perceptible impairment of the employee's mental or physical faculties.

Controlled Substances are defined as any product causing potential impairment of an employees' mental or physical faculties.

Over-the-counter drugs are defined as those that are generally available without a prescription from a medical doctor.

Prescription drugs are defined as those drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Any employee who is found to be in violation of this policy and who refuses to submit to testing, or refuses to cooperate, or attempts to subvert the testing process will be subject to corrective action, up to and including termination.

WORKPLACE VIOLENCE

The Port of Bandon recognizes the importance of a safe workplace for employees. A work environment that is safe and comfortable enhances employee satisfaction with work as well as employee productivity.

To foster a safe workplace, this organization specifically prohibits any employee, customer, or vendor from bringing any kind of weapon, knife (other than folding pocket-knife), or firearm on premises. If you have a question whether something may be considered a weapon in violation of this policy, you must ask your supervisor prior to bringing the item onto our premises. Our premises include areas such as personal vehicles parked in our designated parking area.

Situations may occur, despite our best efforts to prevent them, which present a risk of harm to employees and others. All employees have an obligation to report any incidents that pose a risk of harm to employees or others associated with the organization or that threaten the safety, security, or financial interests of the organization.

All information related to the reports, including the name of the reporting employees, will be kept as confidential as possible under the circumstances. We will generally notify the reporting employee of action taken in response to the report.

We may, out of business necessity, investigate a current employee when the employee's behavior raises concerns about work performance, reliability, honesty, or potential threat to the safety of

co-workers or others. An employee investigation may include investigation of criminal records and a search of the organization's property such as desks, work areas, lockers, file cabinets, voice mail systems, and computer systems.

If an employee is found to have violated any part of this policy, corrective action up to and including termination may occur.

EMERGENCY PREPAREDNESS

The Port of Bandon may be subject to major disruptions because of occurrences beyond the control of the organization. All employees should exercise good judgment in responding to these events as the situation necessitates. The Port will try to provide emergency and limited services during periods of disruptions. The Port Manager shall make the determination to close the organization, suspend activities, or make the organization available for community support.

In the event of potential or actual disruptions that may be weather-related or a result of a catastrophic event such as an earthquake, fire, explosion, or public health emergency, contact your supervisor.

Compensation of employees will be determined in accordance with all applicable regulations when individual facilities or activities are closed because of emergency conditions. Employees not compensated during an emergency-related closure may be able to use available leave time.

Should a threat to company property or an employee be received, it should be reported immediately to the Port Manager.

EMPLOYMENT SEPARATION

SEPARATION FROM EMPLOYMENT

Separation from employment with The Port of Bandon occurs when you voluntarily resign, are laid off, or are discharged by the organization.

Resignation

Employment with us is “at-will,” which means you are free to resign at any time, with or without cause or notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of your resignation at least two weeks before the intended date of departure. For supervisors and management-level personnel, at least 30 days’ notice of a resignation is requested.

Job Abandonment

To maintain a safe and productive work environment, employees are expected to be reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. **If an employee fails to call in or show up for work for three consecutive shifts or days, job abandonment and voluntary resignation will be assumed.**

Job Elimination, Reduction in Work Hours

Our desire is to avoid circumstances that require a reduction in hours or staff, but we also recognize that situations may arise where such reductions are necessary. Depending upon the circumstances, we may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, reducing the workforce, or reducing expenses by other means. Among the factors we will consider in selecting employees for any reduced hours or reduction in force are:

- Your department, location, or job;
- Your job knowledge, skills, and ability to do the required work;
- Your performance, attendance, and safety and corrective action history and records;
- Your possession of licenses, registrations, and certifications required by the job;
- Your creativity and teamwork skills, if required for the job;
- Your demonstrated willingness to go the extra mile for the organization, co-workers, and customers; and,
- The efficiency of our operation.

Evaluation of these factors is at our discretion. When we conclude that all the factors are substantially equal, we will reduce the hours of or lay off the employee with the shortest term of service. An immediate supervisor/manager will personally notify employees of a layoff. After explaining the layoff procedure, you will be given a letter describing the conditions of the layoff, such as the effects on benefits, the possibility of reemployment, procedures, and any outplacement services.

Discharge

Our philosophy and general practice is to provide employees who have completed the initial introductory period of employment with an opportunity to correct minor performance and conduct problems before discharge is implemented. The decision to discharge employees is based not only on the seriousness of the current performance infraction, but also on the individual's overall performance record and length of service.

Exit Interview

An exit interview may be arranged to give you an opportunity to address unresolved issues before leaving the organization. It also allows us to solicit your opinions about our organization and any suggestions you may have for its improvement. We encourage all employees invited to participate in an exit interview when they separate from employment to do so, and we value all opinions and suggestions we receive in the process.

At the exit interview session, you will be given information regarding your benefit continuation rights and responsibilities and how you will receive your final paycheck.

Return of Organization Property

Upon separation from employment, either voluntarily or otherwise, you must return all organizational property in your possession. Such property may include credit cards, organization vehicles, keys, ID cards, pagers, tools, software, electronic devices, uniforms, this Handbook, and any other items in your possession that belong to the organization.

Employee's Notes

DRAFT

The Port of Bandon
HANDBOOK RECEIPT ACKNOWLEDGMENT FORM

As an employee of the Port of Bandon, I acknowledge the following:

I have been provided a copy of the Employee Handbook. I understand that the Handbook contains important information about policies, work rules, and my benefits. I have both read and understood the information in the Handbook and have asked for the clarification of any information I did not understand.

I acknowledge the Handbook is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment, the policies, rules, and benefits described in this Handbook; and that the current Handbook supersedes all prior handbooks, policies, and understandings related to the subjects it contains.

The Port Manager is the only person authorized to make changes to the Handbook and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is "at-will" and either the organization or I can end the relationship at any time, with or without reason or notice. The Port Manager is the only person who has the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

Lastly, I am aware that I may be given confidential information during my employment, including customer lists, proprietary organization plans, and other information. I understand this information is critical to the success of the Port and I agree not to disseminate or use it outside of the organization, even in the event of my separation, either voluntary or involuntary.

Employee Signature

Date

Print Employee's Name

SITE ACCESS AGREEMENT
ANNUAL BANDON FIREWORKS DISPLAY

Date: _____, 2024.

Between: PORT OF BANDON, a port district and political subdivision of the State of Oregon, Coos County, Oregon, 390 First Street SW, Bandon, Oregon 97411 (“**PORT**”); and
THE CITY OF BANDON, a municipal corporation of the State of Oregon, 555 Highway 101 Bandon, OR 97411 (“**CITY**”).

Section 1. Premises.

1.1 The premises to which this Agreement applies (“Premises”) consist of approximately 1,500 square feet of land located on property owned by PORT along the north spit of the Coquille River across from Bandon, Oregon, Tax Lot 28S15W24.

1.2 The Premises are visually depicted in Exhibit A to this Agreement, which is attached hereto and incorporated herein by this reference.

Section 2. Agreement Term.

2.1 Effective Dates. This Agreement shall commence on June 15, 2025, and shall continue until July 15, 2030, (could go longer, Mayor expressed a desire of 20 years) unless extended by mutual agreement of the parties or sooner terminated as provided herein.

Section 3. Rent.

3.1 Base Rent. Rent shall consist of non-monetary consideration as set forth in this Agreement. Monetary rent shall be \$0.00 per year (we could consider a fee for this as appropriate).

3.2 Security Deposit. No security deposit is required to be paid as a condition to this Agreement.

3.3 Additional Rent. All taxes, insurance expenses and utility charges which CITY may be required to pay under this Agreement, and any other sum which CITY may be required to pay to PORT or any third party by reason of occupancy of the Premises, shall be additional rent.

Section 4. Occupancy; Condition of Premises

4.1 Occupancy. PORT hereby grants to CITY the right to access the Premises for the purpose of preparing for, conducting, and cleaning up after the CITY’s annual Fourth of July fireworks display, as follows:

- A. Four calendar days before July 4 of each year
- B. The Fourth of July of each year
- C. Four calendar days after July 4 of each year
- D. Additional days and times with the PORT's prior consent.

4.2 **“As-Is” Condition.** CITY accepts the Premises in their current condition, “as is.” No CITY improvements are to be made by PORT, and PORT has made no representations as to the condition of the Premises, except as set forth in this Agreement.

Section 5. Use.

5.1 **Purpose.** CITY may use the Premises only for purposes directly relating to its annual public fireworks display, and for no other purposes.

5.2 **Terms of Use.** In connection with the use of the Premises under this Agreement, CITY shall:

5.2.1 As a precondition to any use of the Premises, provide to the Port a copy of a current, written plan approved by all affected Tribes for preventing and/or addressing inadvertent disturbances of cultural resources during use of the Premises. Approved plans evidencing such approvals shall be furnished ANNUALLY to PORT within thirty (30) days of use of the premises.

5.2.2 Not excavate in the ground or sand on the Premises. Fixtures shall be installed on trailers or other portable structures brought onto the site during permitted uses. CITY may remove driftwood or other debris from the site provided the ground is not disturbed.

5.2.3 Ensure that any safety caution tape temporarily installed around the perimeter of the Premises is affixed to self-supporting structures brought to the site, or to natural structures such as tree limbs, or to existing wood lathing along the paved road, and not to stakes or other devices that may disturb the ground or sand.

5.2.4 Provide, at the CITY's expense, adequate fire suppression equipment and personnel on the site at all times during use. No digging, trenching, or excavation for fire suppression is permitted.

5.2.5 Ensure a CITY staff person or other authorized individual is always on-site during setup, display, and takedown to monitor and ensure compliance with all terms of this Agreement.

5.2.6 Ensure public access to the Premises at all times, except as necessary to protect safety; to setup, display, and takedown equipment on the Premises; or for the immediate protection or preservation of any structure, personal property, or artifact located thereon.

5.2.7 Conform to all applicable laws and regulations of any public authority affecting CITY's use of the Premises and correct at CITY's expense any failure of compliance created through CITY's fault or by reason of CITY's use. CITY shall not be required to make any structural changes to effect such compliance unless specifically required by CITY's use.

5.2.8 Refrain from any activity that would make it impossible to insure the Premises against casualty, increase such insurance rate, or prevent PORT from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, or from obtaining long-term fire insurance policies, unless CITY pays the additional cost of the insurance.

5.2.9 Refrain from any use or activity that interferes with, or disrupts, the use of the Premises by the PORT.

5.2.10 Not cause any Hazardous Substance to be spilled, leaked, or disposed of on or under the Premises. "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste, or material as defined or listed in any Environmental Law, and shall include, without limitation, petroleum oil and its fractions. "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.

CITY may store such Hazardous Substances on the Premises only in quantities necessary to satisfy CITY's reasonably anticipated needs. CITY shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances, and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Agreement, CITY shall remove all Hazardous Substances from the Premises.

Section 6. No Partnership.

6.1 Status of Parties. PORT is not, by virtue of this Agreement, a partner or joint venturer with CITY in connection with the business to be carried on hereunder, and PORT shall have no obligation with regard to CITY's debts or other liabilities.

Section 7. Repairs and Maintenance.

7.1 PORT shall be under no obligation to make or perform any repairs, maintenance replacements, alterations or improvements on the Premises.

7.2 PORT shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair or maintenance and to ensure compliance with the terms of this Agreement.

7.3 CITY shall perform, at CITY's expense, any repairs or maintenance necessitated by CITY's negligence, or by the negligence of CITY's employees, agents, or invitees. CITY shall obtain PORT's prior written consent before undertaking any repairs or maintenance under this Section.

7.4 If CITY fails or refuses to make repairs or provide the maintenance as required by this Section, PORT may make the repairs or provide the maintenance and charge the actual costs of such to CITY. Such expenditures by PORT shall be reimbursed by CITY on demand, together with interest at the rate of ten (10) percent per annum from the date of expenditure by PORT.

7.5 CITY shall not allow any lien for unpaid services incurred by CITY to be filed against the Premises. If CITY fails to timely pay any amount incurred for repairs or maintenance, PORT may do

so and collect such amount as additional rent. Any additional rent unpaid by CITY shall accrue simple interest at the rate of ten percent (10%) per annum.

Section 8. Ownership, Alterations and Improvements.

8.1 PORT acknowledges that, unless otherwise agreed by the parties hereto, CITY is the owner of any structures, equipment, and displays brought onto the Premises by City for purposes authorized under this Agreement.

8.2 PORT shall have no obligation to make improvements to the Premises.

8.3 CITY shall not make any alterations to the Premises without PORT's prior written consent.

Section 9. Insurance.

9.1 CITY shall procure and maintain, at CITY's cost, the following insurance coverage during the term of this Agreement:

9.1.1 Comprehensive General Liability Insurance with limits of not less than \$1,000,000.00 single limit coverage, with a \$2,000,000.00 aggregate. Such insurance shall cover all risks for bodily injury and property damage arising directly or indirectly out of CITY's activities on, or any condition of, the Premises. Such insurance policy shall name PORT as an additional insured. Certificates evidencing such coverage shall be furnished ANNUALLY to PORT thirty (30) days PRIOR to use of the premises.

9.2.2 Property insurance for all items of personal property owned by, or stored by, CITY on the Premises. In the event of fire to the Premises or other damage or destruction to CITY's property or to any other property because of CITY's use of the Premises, CITY shall look to its own insurance for any recovery.

Section 10. Taxes; Event Costs

10.1 **Taxes.** PORT and CITY acknowledge that each is a governmental unit exempt from payment of property taxes. If for any reason the Premises become subject to assessment of real estate taxes on the Premises due to CITY's use thereof, or for taxes on any of CITY's personal property located thereon, CITY shall pay such taxes as due, as well as any special assessments and charges that may be levied against the Premises by reason of this Agreement. As used in this paragraph, "real property taxes" include any fee or charge relating to the ownership, use, or rental of the Premises. PORT shall have no obligation or liability for payments due under this paragraph.

10.2 CITY shall be responsible for all costs associated with any CITY-sponsored event occurring on the Premises pursuant to this Agreement.

Section 11. Damage and Destruction.

11.1 **Damage.** If the Premises, or surrounding properties are damaged they shall be repaired by CITY at CITY's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays.

Section 12. Eminent Domain.

12.1 **Partial Taking.** If any portion of the Premises is condemned the Agreement shall continue. PORT shall be entitled to all the proceeds of condemnation, and CITY shall have no claim against PORT because of the condemnation.

12.2 **Total Taking.** If a condemning authority takes all of the Premises or a portion sufficient to render the remaining portion reasonably unsuitable of the use that CITY was then making of the Premises, the Agreement shall terminate as of the date the title vests in the condemning Authority. PORT shall be entitled to all of the proceeds of condemnation, and CITY shall have no claim against PORT as a result of the condemnation.

Section 13. Assignment or Subletting.

13.1 CITY shall not assign or sublet any portion of the Premises to any other party or entity without the prior written consent of PORT. This condition includes transfer by any means, including transfer by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. PORT may withhold or condition such consent in its sole discretion

Section 14. Indemnification.

14.1 PORT and CITY shall each be solely responsible for any damage or any third-party liability which may arise from that party's respective acts or omissions under this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Indian Civil Rights Act.

14.2 In carrying out its duties and obligations under this Agreement, CITY shall indemnify and hold harmless PORT, its officers, directors, agents and employees, against any and all losses, claims (including third-party claims), damages and expenses, including reasonable and necessary attorney's fees, to the extent such losses, claims, damages and expenses are due to the acts or omissions of CITY, its officers, directors, agents and employees.

Section 15. Default.

The following shall be events of default:

15.1 Failure of CITY to comply with any term or condition, or fulfill any obligation of the Agreement, within twenty (20) days after written notice by PORT specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, CITY shall be deemed to have cured the default if CITY begins correction of the default within the 20-day period and commences to effect the remedy soon as practicable. Failure of CITY to comply with Sections 5.2 and 9 shall automatically be considered an event of default following written notification by PORT with no grace period provided.

15.2 CITY's abandonment of the Premises by failing to use the Premises as described herein for two (2) consecutive years.

15.3 Failure of PORT to comply with its obligations under this agreement within thirty (30) days of CITY's written notification and demand for cure.

Section 16. Termination.

16.1 Termination for Convenience. Either party may terminate this Agreement after providing a minimum of three (3) months' written notice of termination to the other party.

16.2 Termination on Default. In the event of a default, this Agreement may be terminated at the option of the non-defaulting party.

16.2.1 Upon written termination by PORT under this Section, PORT shall be entitled to recover damages from CITY for the default and PORT may re-enter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. Following re-entry under this paragraph, PORT may re-let the Premises.

16.2.2 In the event of termination or retaking of possession following CITY's default, PORT shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Agreement's term, the reasonable costs of re-entry and re-letting, including, without limitation, the cost of any cleanup, refurbishing, repairs, and removal of CITY's property and fixtures, or any other expense foreseeably occasioned by CITY's default.

16.2.3 Either party may sue periodically to recover damages during the period corresponding to the remainder of the Agreement term, and no action for damages shall bar a later action for damages subsequently accruing.

16.3 Right to Cure Other's Defaults. If CITY fails to perform any obligation under this Agreement, PORT shall have the option to perform such obligation after thirty (30) days written notice to CITY. All of PORT's expenditures to correct the default shall be reimbursed by CITY upon demand, with interest at the rate of ten percent (10%) per annum from the date of expenditure. Such action shall not preclude any other remedies available to PORT because of the default.

Section 17. Surrender at Expiration.

17.1 Delivery of Premises. Upon expiration of the Agreement term or earlier termination for any reason, CITY shall surrender the Premises to PORT in as good or better condition as at the commencement of the Agreement, reasonable wear and tear excepted. Alterations made by CITY with permission from PORT shall not be moved or restored to the original condition unless the terms of permission for the alterations so required.

17.2 Fixtures and Equipment. City shall remove all fixtures placed upon the Premises during the term, including all items of personal property owned by CITY, or used by CITY if owned by a third party, at the termination of this Agreement. CITY shall be responsible for making all repairs to the Premises occasioned by any such removal. If CITY fails through CITY's own fault to remove any fixtures, equipment, or other items of personal property at the termination of this Agreement, or at such later time as may be agreed to in writing between PORT and CITY, then all such remaining property shall be deemed the property of the PORT without any right of reimbursement from PORT to CITY.

17.3 Holdover. If CITY does not vacate the Premises at the time required, PORT shall have the option to treat CITY as a lessee from month-to-month, and to charge CITY a reasonable monthly rent, subject to all provisions of this Agreement except the provisions relating to term. If a month-to-month tenancy results from a holdover by CITY under this Section, the tenancy shall be terminable at the end of any monthly rental period by thirty (30) days' written notice from either party to the other.

Section 18. Miscellaneous.

18.1 **Non-Waiver.** Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

18.2 **Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial, on petition for review and on appeal.

18.3 **Notices.** Any notice required or permitted under this Agreement shall be given when faxed to the other party and mailed by regular U.S. Mail to the number and address first given in this Agreement or to such other address as may be specified from time to time by either of the parties in writing in the manner set forth in this paragraph.

PORT: PORT OF BANDON
390 First Street SW
P.O. Box 206
Bandon, Oregon 97411

CITY: CITY OF BANDON
555 Highway 101

Bandon, OR 97411

18.4 **Succession.** Subject to the above stated limitations on transfer of CITY's interest, this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

18.5 **Recordation.** This Agreement may be recorded by either party.

18.6 **Time of the Essence.** Time is of the essence in the performance of each party's obligations under this Agreement.

Section 20. Applicable Law; Venue.

This Agreement shall be interpreted according to the laws of the State of Oregon, without regard to conflict of law or pre-emption principles. In the event legal action becomes necessary to interpret or enforce the terms of this Agreement, venue shall be in the Oregon Circuit Court of Coos County, Oregon, or in the federal district court in the District of Oregon.

PORT OF BANDON

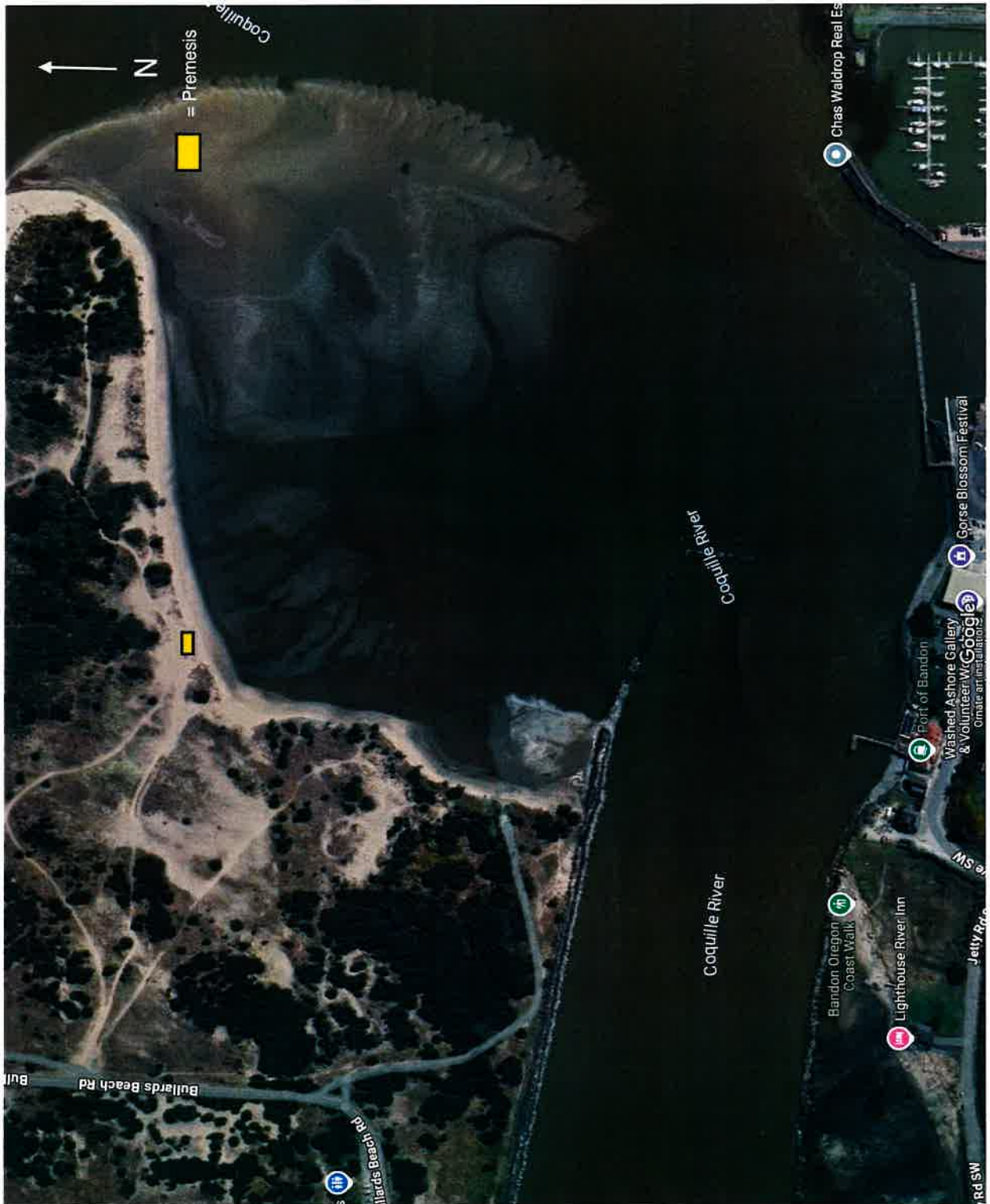
CITY OF BANDON

Board President
Date: _____

Council President
Date: _____

EXHIBIT A

Premises – Map



9 – SITE ACCESS AGREEMENT – CITY OF BANDON FIREWORKS