Cascades East Transit

Operated by

Central Oregon Intergovernmental Council

Equal Employment Opportunity (EEO)

Program

October 2017

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Overview

The Central Oregon Intergovernmental Council (COIC) is a council of governments created in 1972 under ORS 190.

With the growth of the Cascades East Transit public transit program, COIC becoming the direct FTA grantee for 5307 formula funds for the City of Bend, Oregon UZA and the 2014 Federal Fiscal Year apportionment of 5307 funds for the Bend UZA exceeding $1,000,000, COIC was required in the fall of 2014 to implement a formal Equal Employment Opportunity program as outlined in the U.S. Department of Transportation’s Urban Mass Transportation Administration (UMTA) Circular (cir) 4704.1 (Equal Employment Opportunity Program Guidelines for Grant Recipients).

The U.S Department of Transportation updated the Equal Employment Opportunity program requirements for Federal Transit Administration recipients on October 2016 with FTA Circular 4704.1A. Federal Transit Administration recipients are required to periodically update their EEO Program. COIC is doing so in October 2017 to assure FTA compliance.

COIC Statement of EEO Policy

COIC provides equal employment opportunity to all qualified employees and applicants for employment and does not discriminate on any basis prohibited by law, including race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class. Therefore, it is the policy of COIC not to tolerate illegal discrimination. Employment decisions for COIC are based only on job-related criteria and the ability to perform the essential functions of the job. All personnel actions or programs that affect qualified individuals, such as employment, upgrading, demotion or transfer, recruitment, advertising, termination, rate of pay, other forms of compensation and selection for training, are made in a manner that does not illegally discriminate against individuals.
A. **EEO Policy Statement**

The Central Oregon Intergovernmental Council (COIC) has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class.

COIC Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation.

All applicants and employees have the right to file complaints alleging discrimination. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.

COIC is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

As COIC’s Executive Director, I maintain overall responsibility and accountability for COIC’s compliance with its EEO Policy and Program. I have appointed Jane Foote, Human Resources Manager at jfoote@coic.org and 541-548-9537 as being responsible for the day-to-day EEO activities, including program preparation, dissemination and monitoring. To ensure EEO Policy and Program compliance and impartial complaint investigation, I have appointed Michelle Williams, Fiscal Services Manager at michellew@coic.org and 541-504-3303 as COIC’s EEO Program Manager. Michelle Williams reports directly to me and acts with my authority with all levels of management, labor unions, and employees.

All COIC executives, management, and supervisory personnel, however, share in the responsibility for implementing and monitoring COIC’s EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. COIC will evaluate its managers’ and supervisors’ performance on their successful implementation of COIC’s policies and procedures, in the same way COIC assesses their performance regarding other agency’s goals.

COIC is committed to undertaking and developing a written nondiscrimination program that sets forth the policies, practices and procedures, with goals and timetables, to which the agency is committed and make the EEO Program available for inspection by any employee or applicant for employment upon request.

I am personally committed to a workplace that acts upon its daily responsibility to treat all applicants and employees with dignity and respect, as well as equitably under the guidelines of our EEO Policy and Program.

\[ \text{COIC Executive Director} \quad 11/27/2018 \]

\[ \text{Date} \]
B. **Dissemination**

Several formal communication mechanisms are used to disseminate the COIC EEO Policy and programs to COIC employees and the general public. The COIC Executive Director will disseminate the EEO Policy throughout the organization.

Other forms of dissemination of this policy include the following internal and external processes:

**Internal:**

- The EEO Program Manager will send out written EEO-related communications to both the employees and the managers.
- The EEO Program Manager shall create and maintain the EEO Policies and Procedures Handbook. This section includes references to the current EEO Policy and the right of employees and applicants to file grievances based on alleged discrimination.
- The EEO Program Manager will initiate and arrange semi-annual meetings with program managers to discuss the implementation of the EEO Program.
- Included are non-discrimination clauses in all contractual provisions and agreements.
- All non-supervisory staff is informed of the EEO Policy by posters which are posted in the employee break room areas.
- The COIC administrative office provides on-going training sessions for all employees and managers; which includes seeking input on the program implementation.
- All new-hire employees are required to attend an orientation program at which the EEO handbook is reviewed. The review includes the Equal Employment Opportunity and Non-Discrimination section of the manual.
- COIC will conduct EEO training for all new supervisors and managers with 90 days of their appointment.

**External:**

- COIC provides in all notices of job opportunities that COIC is an Equal Employment Opportunity employer and does not discriminate in its hiring practices.
- Recruitment efforts and vacancy postings are located on the COIC website. Included in every announcement is the statement of the policy that COIC is an Equal Employment Opportunity employer.
C. **Designation of Personnel Responsibility**

The COIC Human Resources Manager administers the Equal Employment Opportunity program. Among other work responsibilities, the COIC Human Resources Manager implements policies that will ensure equal employment opportunities in the hiring and promotion process and recommending changes in the employment process to the COIC Executive Director and the Executive Committee of COIC Board.

The COIC Fiscal Services Manager, functioning as the EEO Program Manager, oversees the compliance of the COIC EEO Program and reports directly to the COIC Executive Director. In addition, EEO policy prohibits employees and applicants from being subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in EEO related activities such as filing a complaint, assisting or participating in an investigation, compliance review or hearing. Employees are also protected from opposing any act or participate of discrimination. The Human Resources Manager has the overall responsibility for implementing the EEO Policy and FTA Cir. 4704.1A. The COIC Executive Director and the Executive Committee to the COIC Board has given the COIC Fiscal Services Manager the primary management responsibility for ensuring that the COIC is in full compliance with equal employment opportunity mandates and goals in accordance with FTA Cir. 4704.1A.

The EEO Program Manager’s responsibilities include the following:

- In conjunction with human resources, developing the EEO policy statement and a written EEO Program.
- In conjunction with human resources, assisting management in collecting and analyzing employment data, identifying problem areas, setting goals and time tables, and developing programs to achieve goals.
- In conjunction with human resources, designing, implementing, and monitoring internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where proactive action is needed.
- In conjunction with human resources, reviewing the agency’s nondiscrimination plan with all managers and supervisors to ensure that the policy is understood.
- Concurring in the hiring and promotion process.
- In conjunction with human resources, periodically reviewing employment practices policies (e.g., hiring, promotions, training), complaint policies, reasonable accommodation policies, performance evaluations, grievance procedures, and union agreements.
- Reporting at least semiannually to the Executive Director on each department’s progress in relation to the agency’s goals and on contractor and vendor compliance.
• Serving as liaison between the agency, Federal, state, county, and local
governments, regulatory agencies, minority, women, disability organizations, and
other community groups
• In conjunction with human resources, maintaining awareness of current EEO
laws, and ensuring the laws affecting nondiscrimination are disseminated to
responsible officials
• Investigating complaints of EEO discrimination
• Providing EEO training for employees and managers
• In conjunction with human resources, advising employees and applicants of
available training programs and professional development opportunities and the
entrance requirements
• Auditing postings of the EEO policy statement to ensure compliance
information is posted and up to date.

CET Managers, Program Administrators, Supervisors and Lead’s responsibilities
include the following:
• Participating actively in periodic audits of all aspects of employment to identify
and to remove barriers obstructing the achievement of specified goals and
objectives
• Holding regular discussions with other managers, supervisors, employees, and
affinity groups to ensure agency policies and procedures are being followed
• In conjunction with the EEO Program Manager, maintaining and updating the
personnel database for generating reports required for the nondiscrimination
program
• Cooperating with the EEO Program Manager in review of information and
investigation of complaints
• Encouraging employee participation to support the advancement of the EEO
Program (e.g., professional development and career growth opportunities, posting
promotional opportunities, shadowing, mentoring.

D. Assessment of Employment Practices

1. Recruitment and Employment Selection Procedures
COIC recruitment methods are focused upon drawing candidates from the
largest available sources of candidates possible. Job listings outside of the
agency can be posted with a variety of sources including craigslist.com, COIC
website, Indeed.com, COIC (WorkSource) Employment Counselors, Oregon
Employment Department, GovernmentJobs.com, and local newspapers.
Included in every job announcement is the statement that COIC is an EEO
employer.
2. **Hiring and Promotion Practices and Provisions**

Open positions are posted internally for all COIC employees to see and apply for. Represented positions, as defined in the Union Collective Bargained Agreement, shall be filled using seniority practices as described within the Union Agreement. See Appendix C for Union Collective Bargained Agreement details on seniority. Any interested candidate, who applies for a non-represented position, if qualified, is interviewed and provided the same opportunity to prove their capabilities of being the best candidate for the open position.

COIC’s promotion and career advancement practices are described in the guidelines of the employee handbook; stating that COIC will not unlawfully discriminate on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class. See Appendix C for further details into COIC’s employment practices.

3. **Procedures and Practices Regarding Wages, Salary Levels**

Information regarding the distribution of wages and salary levels is described in the Salary Schedule available to all COIC employees at O:\Common\Employee Resources\Salary Schedule\ See Appendix D for salary schedule.

4. **Disciplinary Procedures: Discharge; and Termination**

The COIC disciplinary process and procedures are outlined in the COIC Employee Handbook associated with employee discipline, termination and the rules of conduct expected from all employees in the workplace setting. See Appendix C for COIC's disciplinary policies and procedures. COIC will not unlawfully discriminate in disciplinary or termination decisions.

5. **Accessibility of Employment Opportunities to Minorities and Women**

COIC is an Equal Employment Opportunity employer. Job listings outside of the agency can be posted with a variety of sources including craigslist.com, COIC website, Indeed.com, COIC (WorkSource) Employment Counselors, Oregon Employment Department, GovernmentJobs.com, and local newspapers.

6. **Statistical Employment Practices Analysis**

For statistical employment practices analysis please see Appendix A and B.
E. **COIC EEO Monitoring and Reporting Systems**

The COIC has developed an internal and workable monitoring and reporting system which measures the effectiveness of its EEO Policies in accordance with FTA Circular 4704.1A

1. Semiannual updates on Cascades East Transit’s EEO progress, monitoring and sub-contractor EEO compliance will be provided to the COIC Executive Director by the EEO Program Manager. These updates will evaluate CET’s progress and monitoring results from hiring and promotion practices, along with reviewing the status of any EEO complaints, if applicable. COIC views the activities that are listed below as critical to the success of Equal Employment Opportunities Programs within the COIC organization.

- The COIC Human Resource staff will continue to monitor records of applicants flow, referrals, placements, rejected offers, training, transfers, promotions, terminations and any layoffs or recalls to ensure that COIC’s non-discriminatory policy is carried out. COIC EEO Policies and Procedures will be reviewed and revised in accordance with FTA Cir. 4704.1A.
- The EEO Program Manager will meet with the Human Resources Manager to review union contracts during the union negotiation period to ensure there is not a disparate impact on the EEO program as a result of union negotiations.
- The EEO program Manager will meet periodically throughout the year with the Human Resources Manager and other hiring officials to review COIC’s employment practices and policies. Current EEO program goals and identified barriers restricting program goal achievement. Dissemination actions taken throughout the year, and to evaluate COIC’s progress related to the EEO Program.
- The EEO Program Manager and Management staff will inform each other of any EEO-related problems that arise in their respective areas so that immediate and appropriate steps can be taken to resolve any issues. Any and all EEO related issues should be documented and submitted to the EEO Program Manager for monitoring, progress tracking, and reporting to management.
- COIC recognizes its responsibility for the Equal Employment Opportunity Program, and is committed to fulfilling this responsibility by complying with all government regulations and laws. COIC management will be kept abreast of developments and changes in the EEO program through periodic EEO
trainings, which will occur at least semiannually.

- The EEO Program Manager will generate internal reports for the COIC Executive Director and Executive Committee to the COIC Board annually to evaluate the degree to which the COIC’s EEO program objectives are being met.
- Progress and compliance pertaining to the action will be communicated to the COIC employees during regular departmental meetings as appropriate.
- The COIC EEO Program will be updated every three years in accordance with FTA Cir. 4704.1A

2. Monitoring of Sub-Contractor. COIC will require any sub-contractor engaged in performing services under the transportation programs to prepare and share with COIC their prospective EEO Policy and Program. The sub-contractor’s EEO policy and program should be designed to be effective for approximately the same period as the COIC EEO Program, and needs to be updated every three years in accordance with FTA Cir. 4704.1A. Thus, at the time that COIC revises its own EEO Program, it will require similar updates from each to its sub-contractors.

- The separate sub-contractor EEO plans will be retained for FTA review.
F. COIC EEO Title VI, VII Complaint Process

It is the policy of COIC to protect each individual’s civil rights. COIC is committed to equal opportunity and equity. Therefore, the COIC agency complies with the provisions of Title VI and VII, of the Civil Rights Act of 1964. These mandates state that no person, on the grounds of race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class, may be excluded from, be denied the benefits of, or be subjected to discrimination.

COIC is committed to enforcing civil rights provisions and protecting the rights and opportunities of all persons, employees and other associated with the COIC agency of affected by its programs. Therefore, COIC will take positive and realistic action steps to ensure that all persons and/or firms wishing to participate in the department’s programs are given an equal and equitable chance to participate and/or receive benefits at each phase of programming.

Any person(s) or firm(s) who feel that they have been discriminated against based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class, is encouraged to report such violations to their COIC Program Manager.

Individuals who are having Title VII grievances may first speak to the EEO Program Manager on an informal basis to receive information and advisement in relation to their specific situation without filing a formal grievance.

If the complaining individual does not feel that their concerns have been resolved at the level of the COIC Program Manager, then they may file a formal written discrimination complaint with the EEO Program Manager within 60 days from the date of the last alleged discrimination act. The complainant is required to provide sufficient information to substantiate discriminatory allegations. Individuals may withdraw a formal grievance and decide to seek mediation or an informal resolution at any point of the process. The EEO Program Manager can be contacted at the following address:

334 NE Hawthorne Ave.
Bend, Oregon 97701
Phone: 541-504-3303
All managers, employees, vendors and contractors connected with COIC are required:

- To fully cooperate in the investigation process;
- Not to withhold any information (written, emailed, or oral) connected to an investigation;
- To make themselves available for questioning within 5 working days of a request for a meeting from the COIC EEO Manager.
- To provide truthful statements to the internal investigator;

The charge Party will be issued a letter of findings and recommendations within 30 working days after the filing a complaint.

**Prohibition against Retaliation in Relation**

Complaints, other employees, management, participants, and witnesses are protected against any form of organizational, administrative or management retaliation due to / or in COIC based on participation in a complaint, inquiry, mediation and/or investigation. No one may not fire, demote, harass or otherwise “retaliate” against an individual for filing a discrimination charge.

If individuals believe they are being subjected to retaliation, the EEO Manager should be identified in writing by the alleged victim of retaliation within 10 working days of the date of the alleged retaliatory act. The written allegation must outline the details of the specific acts that the individual believes are being done in retaliation.

**The COIC EEO Complaint Process:**

Employees or job applicants may consult with the EEO Program Manager on an informal basis to receive information and consultation in relation to specific situations without filing a formal EEO complaint or grievance. In addition, they may withdraw a formal EEO complaint and seek mediation or an informal resolution at any point in the process.

Formal complaints must be filed in writing and signed by the citizens. Complainants may request to have a formal complaint issued orally and transcribed into written format by the COIC EEO Office. An oral complaint must be transcribed into written format, signed and then submitted by the complaining Party. The complainant is responsible for ensuring that their oral complaint is completed, signed, and submitted to the EEO Office within 10 days after filing the oral complaint. Once a complainant files a written complaint, a letter is necessary to effectuate the withdrawal of an internal EEO complaint.

The COIC EEO Program Manager reserves the right to conduct an investigation of any and all complaints; formal/informal; written/oral; and pending/withdrawn. The COIC EEO Program Manager also reserves the right to conduct or continue an investigation even in situations where the complaint is withdrawn.
EEO Complaint / Intake Form

Complaint: ____________________________ Charged Party: ____________________________
___ Check if EEO Counselor completed this form during counseling session with complainant.

Please complete this form in its entirety. This will assist the COIC EEO office in better understanding and handling your complaint. You will be referred to as the complainant, throughout the process.

COMPLAINANT INFORMATION

Last, First Name: ____________________________________________
Street Address: ____________________________ City: __________ State: __ Zip: ______
Home #: __________ Work #: __________ Cell #: __________ Pager #: __________
Email Address: ____________________________________________
Job Title: ____________________________ Department: __________
Time in Dept.: ______ Years ______ Months ______ Years of Employment: ______ Yrs ______ Mo.
Immediate Supervisor: ____________________________ Phone #: ____________________________
Department Manager: ____________________________ Phone #: ____________________________
Chairperson: ____________________________ Phone #: ____________________________

ALLEGED DISCRIMINATION

Check all the categories that apply to your complaint.

___Age _______ Color _______ Disability _______ Gender/Sexual Harassment
___National Origin _______ Race/Ethnicity _______ Religion _______ Retaliation
___Veteran Status _______ Other

___ Check if additional pages are attached

1. Who is your complaint against?

________________________________________________________________________

________________________________________________________________________
2. Date(s) alleged discrimination occurred.


3. Explain the circumstances surrounding your complaint.


4. Do you have any direct evidence to support your complaint, i.e. memos, recorded conversations, performance evaluations, etc.? If so, please explain.


5. In your work environment, has there been a pattern or practice that has occurred similar to the complaint you are filing? If so, please explain.


6. Was there a reason given for the alleged action taken against you? Ex. Organizational restructuring, reduction in budget, etc. If so, please explain.


7. Have you discussed your concerns with management?


List person who may have information related to your complaint:

<table>
<thead>
<tr>
<th>Name</th>
<th>Job Title</th>
<th>Contact</th>
<th>Relationship to you</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

What resolution would you like to occur?

___Mediation    ___Department Training Session    ___Formal Grievance

___Management Meeting with the EEO Manager

___No Further Action

___Other

Your Signature certifies that the information collected on this form is true and accurate.

Signature: ___________________________ Date: __________

EEO Appointment Date: ___________ Time: ___________ am___ pm_
### CET Work Force Analysis - In relation to Organization Chart Above (Current Positions):

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Rate of Pay</th>
<th># of Employees</th>
<th>Gender</th>
<th>Race</th>
<th>Ethnicity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>$120,000</td>
<td>1</td>
<td>1 Female</td>
<td>1 White</td>
<td>1 Non-Hispanic</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>$42,586 - $74,675</td>
<td>1</td>
<td>1 Female</td>
<td>1 White</td>
<td>1 Non-Hispanic</td>
</tr>
<tr>
<td>HR Staff</td>
<td>$17.15/hr - $35.90/hr</td>
<td>2</td>
<td>2 Female</td>
<td>1 White, 1 Native American</td>
<td>1 Non-Hispanic, 1 Native American</td>
</tr>
<tr>
<td>Admin/IT Staff</td>
<td>$32,639 - $89,166</td>
<td>6</td>
<td>4 Female, 2 Male</td>
<td>6 White</td>
<td>6 Non-Hispanic</td>
</tr>
<tr>
<td>Department Managers</td>
<td>$55,565 - $116,342</td>
<td>4</td>
<td>3 Female, 1 Male</td>
<td>4 White</td>
<td>4 Non-Hispanic</td>
</tr>
<tr>
<td>CET Operations Manager</td>
<td>$60,713 - $106,469</td>
<td>1</td>
<td>1 Male</td>
<td>1 White</td>
<td>1 Non-Hispanic</td>
</tr>
<tr>
<td>CET Planning/Outreach</td>
<td>$38,972 - $97,434</td>
<td>3</td>
<td>3 Male</td>
<td>2 White, 1 Asian</td>
<td>2 Non-Hispanic, 1 Asian</td>
</tr>
<tr>
<td>Transit Program Administrator</td>
<td>$50,850 - $89,166</td>
<td>1</td>
<td>1 Female</td>
<td>1 White</td>
<td>1 Non-Hispanic</td>
</tr>
<tr>
<td>Transit Program Supervisors</td>
<td>$46,535 - $89,166</td>
<td>3</td>
<td>1 Female, 2 Male</td>
<td>3 White</td>
<td>3 Non-Hispanic</td>
</tr>
<tr>
<td>Transit Program Leads</td>
<td>$15.69/hr - $32.86/hr</td>
<td>2</td>
<td>2 Male</td>
<td>2 White</td>
<td>2 Non-Hispanic</td>
</tr>
<tr>
<td>CET Quality Assurance Lead</td>
<td>$42,586 - $74,675</td>
<td>1</td>
<td>1 open</td>
<td>1 open</td>
<td>1 open</td>
</tr>
<tr>
<td>Transit Staff</td>
<td>$12.69/hr - $19.60/hr</td>
<td>16</td>
<td>9 Female, 7 Male</td>
<td>13 White, 2 Hispanic, 1 Asian</td>
<td>13 Non-Hispanic, 2 Hispanic, 1 Asian</td>
</tr>
<tr>
<td>Drivers</td>
<td>$13.73/hr - $16.41/hr</td>
<td>30</td>
<td>6 Female, 18 Male, 6 Open</td>
<td>19 White, 3 Hispanic, 2 Native American, 6 Open</td>
<td>19 Non-Hispanic, 3 Hispanic, 2 Native American, 6 Open</td>
</tr>
<tr>
<td></td>
<td></td>
<td>71</td>
<td>28 Female, 36 Male, 7 Open</td>
<td>54 White, 5 Hispanic, 3 Native American, 2 Asian, 7 Open</td>
<td>54 Non-Hispanic, 5 Hispanic, 3 Native American, 2 Asian, 7 Open</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Central Oregon's Workforce

- Government: 16%
- Manufacturing: 8%
- Wholesale Trade: 3%
- Retail trade: 14%
- Transportation, warehousing, and utilities: 2%
- Information: 2%
- Financial activities: 6%
- Professional and business services: 10%
- Education and health services: 15%
- Personal, repair, and maintenance services: 3%
- Mining, logging, and construction: 7%

Source: Oregon Employment Department
Appendix B-2

Wages by Occupational Group

<table>
<thead>
<tr>
<th>Industry</th>
<th>Employment</th>
<th>Wages</th>
<th>Annual Average Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mining, logging, and construction</td>
<td>6,410</td>
<td>68,605,300</td>
<td>42,811.42</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>6,474</td>
<td>65,746,362</td>
<td>40,621.79</td>
</tr>
<tr>
<td>Trade, transportation and utilities</td>
<td>15,596</td>
<td>131,752,028</td>
<td>33,791.24</td>
</tr>
<tr>
<td>Information</td>
<td>1,586</td>
<td>24,660,007</td>
<td>62,194.22</td>
</tr>
<tr>
<td>Financial activities</td>
<td>3,468</td>
<td>41,339,185</td>
<td>47,680.72</td>
</tr>
<tr>
<td>Professional and business services</td>
<td>8,654</td>
<td>87,916,957</td>
<td>40,636.45</td>
</tr>
<tr>
<td>Education and health services</td>
<td>11,971</td>
<td>146,350,373</td>
<td>48,901.64</td>
</tr>
<tr>
<td>Leisure and hospitality</td>
<td>12,999</td>
<td>65,621,985</td>
<td>20,192.93</td>
</tr>
<tr>
<td>Other services</td>
<td>2,896</td>
<td>20,275,147</td>
<td>28,004.35</td>
</tr>
<tr>
<td>Government</td>
<td>10,724</td>
<td>128,201,706</td>
<td>47,818.61</td>
</tr>
</tbody>
</table>

Source: Oregon Employment Department, Q3, 2014

Population by Race

<table>
<thead>
<tr>
<th>Race</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>149,181</td>
<td>94.6%</td>
</tr>
<tr>
<td>Black or African American</td>
<td>1,179</td>
<td>0.7%</td>
</tr>
<tr>
<td>American Indian or Alaska Native</td>
<td>3,167</td>
<td>2.0%</td>
</tr>
<tr>
<td>Asian</td>
<td>2,617</td>
<td>1.7%</td>
</tr>
<tr>
<td>Native Hawaiian and Other Pacific Islander</td>
<td>601</td>
<td>0.4%</td>
</tr>
<tr>
<td>Some Other Race</td>
<td>5,328</td>
<td>3.4%</td>
</tr>
</tbody>
</table>

Source: US Census Bureau, 2010 Census

Population by Ethnicity

<table>
<thead>
<tr>
<th>Ethnicity</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Source: US Census Bureau, 2010 Census
Appendix C

**Exhibit's from COIC Personnel Policy**

**NON-UNION**

3.0 **EQUAL EMPLOYMENT OPPORTUNITY**

3.1 It is the policy of the COIC to conduct its business in conformance with all applicable State and Federal civil rights laws. COIC will practice equal employment opportunity and will not illegally discriminate based on any individual’s sex, race, color, religion, national origin, age, marital status or disability.

3.2 Additionally, it is the special policy of COIC not to discriminate against any individual on account of their political affiliation/beliefs or on account of their sexual orientation.

5.0 **E.E.O. COMPLAINT PROCEDURE**

5.1 Employees with complaints under Section 3.0 or 4.0 shall have the right to utilize the existing Grievance Procedure, Section 22.0, for resolution of such complaints.

**UNION**

**ARTICLE 13 - NON-DISCRIMINATION**

The employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual’s age, race, color, religion, sex, disability, or national origin, nor will they limit, segregate, or classify Employees in any way to deprive any individual Employee of employment opportunities because of age, race, color, religion, sex, disability, or national origin. Whenever any words herein appear in the masculine, they shall be construed as though they appear in the feminine, except where the context clearly requires otherwise.

**UNION AND NON-UNION**

13.0 **ORIENTATION**

13.1 Every new employee will be scheduled for an orientation program during their first week of employment. The purpose of this orientation is to introduce COIC, its operations, personnel policies and benefits to the new employee. The Business Services Unit is responsible for coordinating the orientation.

**NON-UNION**

9.0 **RECRUITMENT AND SELECTION**

9.1 All applicants must fill out an Application for Employment Form in advance of any employment consideration.

9.2 Reference checks are required of all prospective employees before an employment offer is extended.

9.3 All applicants will be notified in writing of the employment decision effecting their application.

9.4 All employment offers will be confirmed in writing using a standard letter format including contingency for a favorable driving and criminal background check.

9.5 Employment applications will be retained, according to State and Federal records retention laws.
9.6 All techniques used to evaluate applicants are job-related and comply with various State and Federal rules and regulations.

9.7 A valid Oregon driver's license and access to a private vehicle or equivalent means of transportation will be a condition of employment for all employees whose work duties require, at any time, driving a motor vehicle.

9.8 A valid driver's license and driving record check as well as a criminal background check will be made for positions that require this type clearance before employment can begin.

9.9 Applicant flow statistics will be compiled and maintained for each open position.

NON-UNION

10.0 PROMOTIONS AND TRANSFERS

10.1 COIC encourages employees to apply for promotions to positions for which they are qualified.

10.2 Promotions and transfers shall be based on the ability, qualifications and satisfactory work history of the candidates.

NON-UNION

8.0 JOB POSTING (Revised 1/31/02 – Addendum #22)

8.1 Notification of all open positions will occur as described in Section 44.0, for a minimum of three working days prior to beginning any external recruitment. The job posting will consist of the current job description.

8.2 Internal candidates shall be given consideration prior to public posting for available positions. Should external recruitment be necessary, COIC will register all open competitive positions with the Oregon Employment Department and other potential sources of applicants.

(Added 1/31/02 – Addendum #23)

8.4 Job posting requirements will not apply to substitute and temporary positions.

UNION - ARTICLE 6 - SIGN-UPS (Seniority Practices)

6.1 Shift Sign-Ups: The employer will hold at least 2 Employee sign-ups per year. Employees will bid on work shifts based on classification seniority. In the event an error is discovered during the shift bid process, it will be corrected from the point it was discovered, moving forward.

6.2 Posting: The employer will post work schedule times and descriptions of work to be performed five (5) days prior to the day bidding is scheduled.

6.3 Bidding Order: On the day bidding is performed, employees may select runs and/or shifts by order of seniority. Copies of the work schedules will be posted on the bulletin board and given to the Union at least five (5) days prior to the day bidding is scheduled.

6.4 Failure to Bid: It is the Employee's responsibility to bid in person. Employee's failing to bid, or who have not left a signed "proxy" with the Union representative, steward or alternate will be assigned a schedule by the Union representative after all those present at the bidding have made their selection. Any remaining open bids will be assigned by the Union representative in
consultation with the Executive Director or his designee. Any such assignments cannot be
grieved by any party to this Agreement.

NON-UNION

21.0 Disciplinary Procedure

21.1 Any violation of a COIC policy or guideline may warrant disciplinary action as described in this
policy. The employee is reminded that while COIC will use a progressive disciplinary procedure
whenever appropriate, the employment relationship may be terminated at-will by either COIC or
the employee at any time. Where the supervisor is also the manager or the Executive Director, steps in this procedure may be omitted. Disciplinary Procedure is a companion piece to
Guidelines for Employee Conduct, and should be read in that light. Disciplinary procedure is
always intended to correct behavior and improve the work environment; not to merely postpone the inevitable. COIC will always attempt to resolve an issue at the earliest step
possible in this progressive procedure.

21.2 Progressive discipline begins with one or more verbal counseling sessions between the
employee and his or her supervisor. These sessions are an informal attempt to clarify and
resolve the issue.

21.3 If attempts to resolve an issue through verbal counseling fail, the employee will receive a written
warning summarizing both the issue and the informal attempts at resolution. The written
warning will make clear the expectations of the supervisor relative to the issue and the date by
which the expectations are to be met.

21.4 If attempts by the supervisor fail to resolve the issue, progressive disciplinary procedure elevates
the issue to the next level (manager or Executive Director) with another written clarification,
expected resolution and date. At a point no later than the second written warning by a manager
or the Executive Director, the warning will include the consequences to the employee for failure
to satisfactorily resolve the issue.

21.5 Through disciplinary procedure, an employee may be negatively affected in any number of ways
including, but not limited to, involuntary termination or suspension, with or without pay.
Involuntary termination or suspension will include a Pre-Determination hearing with the
Executive Director before final action is taken.

21.6 The Pre-Determination hearing with the Executive Director is a formal meeting between the
employee, their supervisor, manager and the Executive Director prior to any final decision on a
proposed course of action being made by the Executive Director. The meeting is to allow the
employee to respond to the allegations of misconduct. This is an internal meeting; no personnel
outside of COIC will be allowed to attend.

21.7 Violations of the Guidelines for Employee Conduct Section 19.0 allows the supervisor and
manager to waive the verbal counseling and written warning and go directly to the Pre-
Determination hearing with the Executive Director.

22.0 Grievance Procedure

22.1 The grievance procedure is intended to provide a method by which an employee may receive
remedy for job related issues that affect their employment relationship, which are defined by
this policy. The grievance procedure applies only to employees who have completed their
Appendix C

Introductory Period. It is the intent of these procedures that job related issues be resolved at the lowest level possible.

22.2 STEP I: Within five working days of being aggrieved, the employee is to discuss the matter verbally and informally with their supervisor. The supervisor will then provide an oral reply to the employee within five working days.

22.3 STEP II: Should the informal attempt fail to resolve the job related issue, the employee shall submit a written statement of the grievance to their supervisor and manager within five working days of the verbal reply in Step I. The supervisor will then provide a written reply to the employee within 5 working days.

22.4 STEP III: Should the supervisor's reply be unacceptable to the employee, the employee shall submit a formal written statement of the grievance to the supervisor's manager within five working days of the reply in Step II. The manager will investigate and reply, in writing, to the employee within five working days.

22.5 STEP IV: Should the manager's decision be unacceptable to the employee, the employee shall submit their written statement and the manager's decision to the Executive Director within ten working days of the reply in Step III.

22.6 Should the manager's decision in 22.4 adversely affect either the employee's pay or continued employment status, the Executive Director shall hold a Pre-Determination hearing prior to deciding upon the action recommended by the manager. This hearing shall not be a public hearing. The Executive Director, under 22.4 or 22.5, will reply to the results of the hearing within ten working days.

22.7 Final Appeal: Should the Executive Director's reply be unacceptable to the employee, the employee may submit their written statements, replies and decision to the Executive Committee of the Board of Directors as a final appeal within 15 days of the decision in Step IV.

The Executive Committee shall acknowledge receipt of the appeal within 15 working days of receipt of the appeal. The employee or the Executive Director or the Executive Committee may be represented by an attorney. The decision of the Executive Committee will be final and binding upon the parties.

22.8 Should the employee report directly to a manager or the Executive Director, the oral and written steps shall be combined and completed as one step.

22.9 The above designated time limits may be extended by mutual written agreement. An employee's failure to meet the specific time limits or to make a timely request for extension shall terminate the employee's right to a hearing.

**UNION - ARTICLE 14 - GRIEVANCE PROCEDURE**

14.1 Definition and Scope: A grievance is defined to be any matter involving an alleged violation of a specific and express provision of this Agreement by the Employer arising during the term of this Agreement as a result of which the aggrieved Employee maintains that their rights or privileges have been violated by reason of the Employer's interpretation or application of the provisions of this Agreement. This alleged violation becomes a “grievance” once reduced to writing on the appropriate form and submitted per Step 1 below.
Appendix C

All grievances will be submitted on a form furnished by the Union and will clearly state the facts, the identity of the allegedly aggrieved employee(s), the specified provisions of the Agreement alleged to have been violated and the requested remedy.

The Employer and the Union agree to the following system of steps, time limits, and conditions when presenting adjusting, and resolving grievances.

14.2 Procedure: Verbal Discussion. Before choosing to submit a grievance, an Employee must take the matter up verbally with their immediate supervisor and give the supervisor the opportunity to review and resolve the matter. If the matter is not settled as a result of the verbal discussion, the Employee may then choose to proceed as follows:

Step 1. The written grievance must be presented to the employee’s Department Manager or Designee (with a copy to the Human Resources Manager and Liaison Officer or Designee) within ten (10) calendar days, not including Saturdays, Sundays and Holidays, after the first occurrence of the event giving rise to the grievance, or after the aggrieved employee first knows - or in the exercise of reasonable care should know - of its occurrence. The supervisor shall attempt to resolve the grievance within ten (10) calendar days, not including Saturdays, Sundays and Holidays, after receipt of the grievance, and shall reply to the grievance in writing.

Step 2. If the aggrieved employee is not satisfied with the decision of the Executive Director or Designee, the written grievance as set forth in Step 1, shall be submitted to the Department Manager or designee (with a copy to the Human Resources Manager and Liaison Officer or Designee). Such submission to the Executive Director or Designee must occur within ten (10) calendar days, not including Saturdays, Sundays and Holidays, after the date of the Step 2 written decision.

Step 3. If the Executive Director or Designee does not reply within ten (15) days of the aggrieved Employee’s submission in Step 2, or of the Employee is not satisfied with the decision provided by the Executive Director or Designee, the Employee or Union shall submit the grievance to the COIC Executive Committee (with a copy to the Human Resources Manager and Liaison Officer or Designee) within 15 calendar days. The COIC Executive Committee will provide a written response to the Employee and Executive Director within 15 calendar days.

14.3 Arbitration: If the grievance is not satisfactorily resolved by the Step 3 answer, the Union may choose to refer to arbitration by submitting its written request to the Executive Director within ten (10) workdays after the union’s receipt of the Step 3 answer or the date the Step 3 answer was due in the event the employer failed to timely respond.

14.4 Arbitrator Selection: The employer and the Union will attempt to agree on a neutral arbitrator to hear the grievance. If the parties are unable to reach agreement on an arbitrator, both parties will jointly request a list of seven (7) qualified impartial arbitrators from the Federal Mediation and Conciliation Service. The parties will alternately strike names from the list until one name remains. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator.

The decision of the arbitrator will be final and binding on the parties and on all employees subject to this Agreement. The arbitrator will confine his decision to the interpretation and application of the specific provisions of this Agreement that have been placed in issue by the parties, and will have no authority to enlarge, diminish, alter, amend or in any way modify the terms of this Agreement.
Each party will bear its own costs and expenses in any such arbitration proceeding, and the parties will split the full cost of the arbitrator's and any separate arbitration fees (for example, the arbitrator's out-of-pocket or per diem charges). The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests the right of inspection, use or a copy, in which event the full cost (including the cost of providing the arbitrator with the official record) will be equally divided between the parties.

14.5 Time Limits: The parties agree to follow each of the foregoing steps in the processing of a grievance; and, if at any step the employer's representative fails to give his/her written answer within the time limit therein set forth, the grievance shall automatically be moved to the next step. In the event such move occurs, the Union shall have ten (10) calendar days, not including Saturdays, Sundays and Holidays, to present its next response. Any grievance not presented or moved by the Union or the employee within the time limits set forth above will be considered settled and shall terminate the grievance process. Extensions of days to answer or move a grievance may be extended by mutual written agreement in advance of the respective original time limit.

14.6 Waiver of Relief: Failure to file or appeal a grievance within the time limits (or any extension mutually agreed to in writing in advance) will constitute a waiver of all right to relief by the Union and all employees subject to this Agreement. Failure of the employer to respond within the time limits (or any extension mutually agreed to in writing in advance) will cause the action taken by the employer to be nullified.

UNION ARTICLE 15 - PROBATION AND DISCIPLINE

15.1 Probationary Period: All new hired Employees will serve a six (6) month probationary period during which the Employee may resign or be terminated at any time and without access to Article 15 related to grievances.

15.2 One Probationary Period Required: Probationary periods begin on first date of hire, regardless of status, and Employees will only be required to serve one probationary period. If an Employee is promoted or transferred to a new position or is performing in a substantially changed job description a three (3) month trial service is required.

15.3 Discipline Amnesty: Upon ratification of this agreement, all bargaining unit Employees will have their record cleared and all disciplinary matters will commence from that time forward, not including violations of the Drug and Alcohol Policy, safety-related incidents or accidents and moving violations.

33.0 TRAINING AND DEVELOPMENT (Revised 11/1/00 – Addendum #7)

33.1 COIC encourages employees to increase job knowledge and skills. In addition to the initial orientation and training, COIC may provide conference attendance, seminars, training programs, college classes, continuing education, certification requirements, and training programs intended to maintain or improve employee job knowledge, skills and professional ability.

COIC will pay incurred tuition/registration, allowable travel, and salary when COIC requires an employee to attend training.

When an employee elects to seek further education or training while employed with COIC that is not required by COIC, consideration for reimbursement of tuition and related costs will be based on the following conditions:

1) work relatedness;
Appendix C

2) potential benefit to COIC;
3) COIC’s financial capability; and
4) an employee’s willingness to commit their personal time to ensure successful completion.

If further education or training is approved, COIC will reimburse for up to the full cost of tuition, books, and fees. If needed, employees may be given an advance to pay for tuition, books, and fees.

If the employee does not complete or attend the course he/she will be responsible for reimbursing COIC the amount of the advance unless the reason for non-completion is due to an unforeseen hardship. The course will be conducted outside the employee’s regular working hours unless unpaid leave or vacation leave is approved by employee’s supervisor and the Executive Director. The employee will not be compensated for the time spent in class unless the course is required by COIC.

All training and education must have prior approval of the employee’s supervisor, manager, and the Executive Director.

COIC will pay for the expense of any licensing required to maintain an employee’s compliance with a COIC job qualification.
## Appendix D-1: Step-by-Step Salary Schedule

<table>
<thead>
<tr>
<th>Grade</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
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<th>Step 9</th>
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**Board Approved 11/02/2017**

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**Note:** Employees who are paid a monthly salary are non-exempt employees and are paid an hourly rate.
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<tr>
<th>Grade 1</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
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<th>Step 6</th>
<th>Step 7</th>
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Classifications:
- Vehicle Washers-System Maintenance

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Classifications:
- Customer Service Rep
- Market Attendant
- Drivers

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Classifications:
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- Customer Service Rep 2
- Dispatcher

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Classifications:
- Mechanic

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Classifications:
- Volunteer Program Coordinator

10/25/2017