

**WESTHAVEN COMMUNITY SERVICES DISTRICT
PERSONNEL POLICY AND PROCEDURES MANUAL**

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**WESTHAVEN COMMUNITY SERVICES DISTRICT
PERSONNEL POLICY AND PROCEDURES MANUAL**

1.0 PURPOSE

1.1 The Westhaven Community Services District is responsible for the establishment of policies and procedures which provide equitable and uniform practices for the administration of District personnel. The following policies are established as the personnel policy of the Westhaven Community Services District (WCSD).

2.0 APPLICABILITY

2.1 This policy shall apply to all employees of the WCSD.

3.0 GENERAL PROVISIONS

3.1 This Personnel Policy is a declaration of honest and present intent upon the part of the Westhaven Community Services District. The District reserves the right to alter or amend this policy as circumstances dictate.

3.2 All decisions concerning any term or condition of employment shall be based solely on merit and without discrimination based on ethnicity, creed, age, gender, sexual orientation, marital status, physical or mental disability or medical condition.

3.3 Positions involving similar duties and responsibilities shall be similarly classified.

3.4 A full-time employee is an employee whose normal workweek is at least forty hours.

3.5 A permanent employee is an employee who has completed the prescribed trial period and has been retained as an employee.

3.6 A non-exempt employee is an hourly employee who's compensation is governed by the wage and overtime provisions of the Federal Fair Labor Standards Act (FLSA).

3.7 The Manager is an exempt employee and is paid a yearly salary not governed by the wage and overtime provisions of the FLSA.

3.8 The Manager shall complete an annual performance evaluation for every employee under his or her direct supervision. The Board of Directors shall complete an annual performance evaluation for the Manager. The employee shall receive, sign, and respond to the performance evaluation before it is placed in the employee's personnel file. If the employee disagrees with the performance evaluation, the employee shall have the right to appeal to the District's Board of Directors.

3.9 All appointments and merit based wage increases shall be based on performance evaluations and must be approved by the Board of Directors.

4.0 RECRUITMENT AND SELECTION

- 4.1 Notice of an employment vacancy in the District shall be publicized in any place necessary to attract the best-qualified candidates.
- 4.2 Such notices shall list job title, nature of work to be performed, qualifications required for employment and shall identify when and where to file an application for employment.
- 4.3 For hiring of regular hourly employees the Manager shall screen the applications and, based upon information contained in the applications, may eliminate those candidates who do not meet the minimum standard for employment in the position as outlined in the announced vacancy.
- 4.4 For hiring of the Manager the Board or a subcommittee of the Board shall screen the applications and, based upon information contained in the applications, may eliminate those candidates who do not meet the minimum standard for employment in the position as outlined in the announced vacancy.
- 4.5 Screening procedures may include an investigation of an applicant's criminal background.
- 4.6 Selection procedures used shall be impartial, of a practical nature, and must be related only to those subjects which fairly measure the relative capabilities of the person examined to execute the duties and responsibilities of the position.
- 4.7 The Manager or Secretary shall promptly notify each candidate of the results of the selection procedure.
- 4.8 A new or newly promoted employee appointed to a full-time or part-time position, or who has been promoted to a higher position within the District, shall serve for a six month trial period.
- 4.9 During the trial period the employee shall have two written performance evaluations completed by the designated evaluator of that employee – the first at three months and the second at six months. If the employee's performance evaluations indicate satisfactory completion of the trial period, the employee shall be considered to be employed on a permanent status. If the performance evaluation is unsatisfactory, the employee may be dismissed.

5.0 EMPLOYMENT

- 5.1 Employment of non-exempt employees on a permanent status shall be subject to good behavior and satisfactory work performance as determined by the annual performance evaluation. No contract is implied between WCSD and the employee guaranteeing employment for any set period of time.
- 5.2 The Manager's terms of employment shall be determined by the Manager's employment agreement or contract with the Board.
- 5.3 Employment of non-exempt employees is considered "at will" for both the District and the employee (see Section 19).
- 5.4 Disciplinary action (Section 18) may include being placed on administrative leave with or without pay, and further employment shall be determined by an investigation of the charges against the employee.
- 5.5 District employees have the right to review their personnel files during the District's business hours. They may inspect and have copied any item in their files, but may not remove any item from their files. (CA Labor Code 1198.5)
- 5.6 All personnel files are confidential [Govt. Code 6254(c)]. Except as defined in Sections 5.6 and 5.7 and absent a court order or the employee's written permission, the only persons with authorized access to personnel files are the Manager and the Secretary under the direct supervision of the Manager. No direct information contained in the personnel files concerning any current or former employee other than the employee's job title, dates of employment, work location, salary, work phone number and job description shall be disclosed to any unauthorized person.
- 5.7 The District Board, acting as a body, may request information from an employee's personnel file deemed by the Board to be directly relevant to a specific personnel action involving the Board. Information thus requested shall be provided to the Board as a whole by the Manager and shall be discussed only in closed session of the Board.

6.0 PAY PERIOD

6.1 The payroll periods are the 1st to the 15th of the month and the 16th to the last day of the month. Employees shall be paid not more than three calendar days following the close of the payroll period.

7.0 COMPENSATION

7.1 Non-exempt employees shall be paid semi-monthly for all hours worked.

7.2 The Manager shall be paid semi-monthly in the amount of one twenty-fourth of his or her annual salary.

7.3 It shall be the responsibility of the Manager to limit the hours of non-exempt employees to the annual budgeted amount, unless a specific ruling of the Board provides otherwise.

7.4 Compensatory time or compensatory time off is paid time off the job which may be taken by non-exempt employees in lieu of monetary compensation for time worked over the monthly budgeted hours. In cases where an employee has pre-approved paid time off and subsequently exceeds the monthly budgeted hours due to circumstances beyond the employee's control, compensation for the excess hours may either be paid or taken as compensatory time off, as the employee chooses.

This is separate from payment for employment in excess of the statutory hours, currently forty hours per week, for which overtime compensation is required (Section 7 of the Federal FLSA).

7.5 Accrual of compensatory time shall be limited to a maximum of 40 hours.

7.6 OVERTIME

7.6.1 Time worked in excess of forty hours in any workweek by non-exempt employees shall be compensated for at one-and-one-half times the employee's regular rate of pay.

7.6.2 Work shall be scheduled to avoid overtime whenever possible, however, overtime shall be paid when due even if it was not pre-approved or it is over budget.

7.6.3 Any work performed on a State or Federal holiday being taken as paid time off shall be paid for at the overtime rate.

7.6.4 Compensation for overtime work may be paid or, with the Manager's approval, taken in compensatory time.

8.0 **BENEFITS**

8.1 The following benefits shall be provided to all District employees.

For purposes of calculating benefit days, one day shall be equal to one-fifth of the total hours in the employee's approved workweek. Benefits are per fiscal year.

8.1.1 **PAID TIME OFF (PTO)**: twenty-one paid days, including any holidays taken off. PTO is accrued per pay period in twenty-four equal increments of the annual total number of PTO hours. PTO may be accumulated up to a maximum of two years allowance. Once a cap of two years' PTO is accrued, PTO no longer accrues until some of the accrued PTO is taken. PTO is not retroactively granted for the time the PTO was at the cap.

Beginning July 1 following the third anniversary of employment, and continuing annually thereafter, employees shall be granted one additional day of PTO for each additional year of employment, to a maximum of thirty-one total days per year.

Employees may be allowed to take PTO before they actually accrue it with Manager approval. PTO may not be taken without prior approval by the Manager. Time-off taken without prior Manager approval may not be paid.

Accrued PTO is considered wages. All accrued but unused PTO must be paid out at the termination of the employment relationship. PTO must be paid out at the employee's final rate of pay, regardless of the rate of pay at which it was earned.

8.1.2 **SICK LEAVE**: Twelve paid sick days. Sick days may be accumulated from year to year. Unused sick days shall not be paid in cash. Sick leave may be used for health related absences, such as medical appointments or dependent care. Sick leave may not be used in lieu of PTO.

8.1.3 **BEREAVEMENT OR CARE LEAVE**. The District shall allow up to five paid days bereavement or care leave per year in the event of a death or serious illness or injury to an immediate family member (spouse, child, parent or sibling). The District may ask for a doctor's certificate to verify the death, illness, or injury to the family member. Bereavement/Care Leave cannot be accumulated.

8.1.4 **PERSONAL LEAVE**. District employees may take unpaid personal leave days whenever desired by giving one week's notice. If for any reason the day chosen by the employee cannot be taken off, the employee's supervisor must inform the employee within two days of the request.

8.1.5 **COURT LEAVE**. Any employee who is in court for jury selection or on jury

duty shall be granted court leave. The employee must submit a copy of the official summons to the Manager prior to leave being granted. An employee on court leave shall receive regular daily compensation, less any amount of compensation received from the court. Said paid leave of absence is conditional upon the employee returning to work upon dismissal from court each day to complete the remaining normal workday.

8.1.6 MATERNITY OR MEDICAL LEAVE. An employee, upon competent medical diagnosis, may request an unpaid maternity or medical leave of absence. Requests for maternity or medical leave shall be accompanied by a letter from a licensed physician indicating the date of expected birth, or in the case of medical leave, the expected period of convalescence. Beginning and ending dates of the maternity or medical leave shall be set by the employee's physician. An extended maternity or medical leave shall not exceed six months unless otherwise approved by the Board. Employees may apply regular paid sick leave to maternity or medical leave.

8.1.7 REASONABLE ACCOMODATION. An employee may request a reasonable accommodation or modification to his/her work duties, practices or schedules while pregnant or temporarily disabled, at the recommendation of their physician.

If possible, an employee must provide thirty days advanced notice of a need for accommodation, either verbally or in writing. If thirty days is not possible, the employee must notify the District as soon as possible. The District must respond and provide accommodation in no more than ten days. (CA Fair Employment and Housing Act, Title II)

8.1.8 CERTIFICATION EXPENSES. The District shall pay directly or reimburse employees' expenses for certification fees required by the State.

8.1.9 RETIREMENT CONTRIBUTION. "All District employees will be granted an annual IRA contribution at the rate of 7%, calculated on the basis of calendar year earnings, and beginning from the initial date of appointment."

9.0 DRESS CODE

9.1 District employees shall appear for work well, clean and groomed.

10.0 TRAVEL

10.1 District employees shall be reimbursed for mileage driven in a personal vehicle while conducting District business.

10.2 All out of the county travel or travel requiring overnight lodging must be approved in advance by the Manager or the Board of Directors if the travel involves the Manager. All expenses for which reimbursement is requested by the employee must be documented by receipts.

10.3 Mileage to and from an employee's residence shall not be reimbursed by the District on normal working days. On normal workdays, mileage reimbursement shall be paid only if actual miles traveled exceed mileage from home to office.

10.4 No mileage reimbursement shall be issued unless proof of current auto insurance and driver's license is on file with the Bookkeeper.

10.5 The rate of reimbursement for automobile travel shall be at the maximum rate allowed by the IRS for nontaxable reimbursement.

10.6 The cost of meals shall be reimbursed only when an employee is in travel status out of the county.

11.0 SAFETY

11.1 It is the policy of the District to provide safe working conditions for all employees and to promote continuing safety awareness at all levels. No employee may be required to work at a job that is not safe or healthful. Employee cooperation in detecting and controlling hazards is a condition of employment with the District. Employees are encouraged to attend safety committee meetings (1) so that new safety procedures can be brought to the attention of affected employees and management, and (2) to give employees an opportunity to inform the safety committee of hazards at the work site without fear of reprisal. The WCSD's safety procedures are outlined in greater detail in the District's Injury and Illness Prevention Program.

12.0 HARASSMENT

12.1 Harassment of employees due to their ethnicity, creed, age, gender, sexual orientation, marital status, physical or mental disability or medical condition by fellow employees and non-employees is demeaning and harmful both to the victims and to the District. The District shall not tolerate any such harassment of its employees.

13.0 SEXUAL HARASSMENT

13.1 PURPOSE. It is legally mandated by State and Federal laws that employees have a right to work in an environment that is free from all forms of discrimination, including sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the District's business. It is, therefore, the policy of the Westhaven Community Services District that sexual harassment is unacceptable and shall not be tolerated.

13.2 DEFINITION. Sexual harassment is generally defined as unsolicited and unwelcome sexual advances of a severe and/or pervasive nature, be they written, verbal, physical and/or visual, or any conduct that discriminates against a person solely because of that person's gender. Behaviors may be defined as sexual harassment when:

13.2.1 Submission to that conduct or communication is made either explicitly or implicitly a term or condition of employment;

13.2.2 Submission to or rejection of that conduct or communication by an employee is used as a basis for employment decisions affecting the employee; or,

13.2.3 Such conduct or communication has the potential to affect an employee's work performance negatively and/or create an intimidating, hostile or otherwise offensive work environment.

13.3 DEFINITION EXAMPLES. Sexual harassment manifests itself in many forms. The following are a few examples of sexual harassment:

13.3.1 Written: sexually suggestive or obscene letters, notes or invitations;

13.3.2 Verbal: sexually derogatory comments, slurs, jokes, remarks or epithets;

13.3.3 Visual: leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons or posters;

13.3.4 Physical: assault, attempted rape, impending or blocking movement, or touching;

- 13.3.5 Sexual advances which are unwanted (this may include situations which began as reciprocal attractions, but later ceased to be reciprocal);
 - 13.3.6 Women in nontraditional work environments who are subjected to hazing (this may include being dared or asked to perform unsafe work practices, having tools and equipment stolen, etc.) if requests for sexual favors are not met;
 - 13.3.7 Employment benefits affected in exchange for sexual favors (may include situations where an individual is treated less favorably because others have acquiesced to sexual advances);
 - 13.3.8 Implying or actually withholding support for appointment, promotion, transfer, or change of assignment; or initiating a rejection on probation or adverse action; or suggesting that a poor performance report shall be prepared if requests for sexual favors are not met;
 - 13.3.9 Reprisals or threats after negative response to sexual advances.
 - 13.3.10 Harassment from a non-employee while on the job.
- 13.4 POLICY PUBLICISING. All employees shall be informed of the District's sexual harassment policy and complaint process prior to any need to know, and again when any complaint is filed. Said policy and complaint process shall be readily available to all employees and members of the general public utilizing the District's facilities and services.
- 13.4.1 All new employees shall be given a copy of the sexual harassment policy at the time of hiring. The policy's contents shall be discussed with the new employee by the Manager.
 - 13.4.2 Within three working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees re-informing them of the District's sexual harassment policy.
- 13.5 COMPLAINT. Any employee may file a formal or informal confidential complaint of sexual harassment without fear of reprisal or embarrassment.
- 13.5.1 An informal complaint shall be made verbally by the employee to the Manager or the President of the Board of Directors if the Manager is personally involved in said complaint.
 - 13.5.2 A formal complaint shall be made in writing, using the Employee Grievance Form, (Appendix A). The form shall be submitted to the Manager or the President of the Board of Directors if the Manager is personally involved in said complaint.

14.0 AMERICANS WITH DISABILITIES, NON-DISCRIMINATION POLICY

- 14.1 The WCSD is an equal opportunity employer and makes employment decisions without regard to disabilities. The WCSD prohibits discrimination based on ethnicity, creed, age, gender, sexual orientation, marital status, physical or mental disability, medical condition or any other consideration made unlawful by federal, state or local laws. Our commitment extends to prohibiting unlawful discrimination by any employee, including supervisors and co-workers.
- 14.2 An individual believing to have been unlawfully discriminated against may follow the grievance procedures as outlined in Section 20 of this policy.

15.0 DRUG-FREE WORKPLACE

- 15.1 In accordance with the Drug-Free Workplace Act of 1990, the WCSD is committed to providing a drug-free workplace for District employees. Therefore, the use, manufacture, possession, purchase, sale or distribution of alcohol or illicit drugs by any District employee or officer on District property or work sites or while said employee or officer is on District business is prohibited.
- 15.2 Any employee who has questions concerning the District's Drug-Free Workplace Policy or wants to be given information about the dangers of drug abuse in the workplace may discuss this matter with the Manager.

16.0 **CONFLICT OF INTEREST**

- 16.1 No employee shall accept a gift over \$50.00 in value in the course of employment by the District. Any gift over \$25.00 shall be reported at the end of the calendar year using the Annual Gift Report Form (Appendix B).
- 16.2 In accordance with California law (Section 1125GC, Section 1126 and State of CA Section 19990), officers and employees shall not engage in any employment or paid activity that is incompatible with his or her duties as an officer or employee of the District.
- 16.3 Incompatible activities that involve the potential for conflict of loyalties between duties as an officer of employment of the District and the outside employment or paid activities include, but are not limited to, the following:
- A. Receipt of any money or consideration from anyone other than the District for the performance of an act that the officer or employee would be required or expected to render as part of his or her duties as an officer or employee;
 - B. Use of District time, facilities, equipment, supplies or the prestige and influence of one position at the District for private gain;
 - C. Performance of an act in other than his or her capacity as an officer or employee where such act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement of any other officer or employee of the District;
 - D. Such time demands as would render performance of one's duties as an officer or employee to be less efficient;
 - E. Use or disclosure of confidential District information for private gain or that is not for the purpose or interest of the District;
 - F. Outside employment or other paid activity for associations, corporations, or groups of any nature whatsoever, whether such groups are formed and operating for profit or non-profit purposes, where the activity could potentially involve use of District facilities, time, records or information that is obtained pursuant to one's position as an officer or employee of the District.
- 16.4 Any employee with outside employment or activities that may appear to be a conflict of interest must fill out an Employee Disclosure Statement (Appendix C).

17.0 INCOMPATIBLE ACTIVITIES - District personnel shall not:

- 17.1 Solicit or accept any favors or gifts from persons, concerns or corporations who have or seek to have business with the District;
- 17.2 Divulge confidential information obtained from or submitted to the District by property owners, tenants, business firms, or other associations, to anyone to whom issue of such information has not been authorized;
- 17.3 Use for private gain the influence of a position with the District in any political activity, or use for private gain the facilities, equipment or supplies of the District.

18.0 DISCIPLINARY ACTION

- 18.1 An employee's continued employment with the District shall be based on the employee's performance evaluations. An employee may be disciplined or dismissed if, after receiving an unsatisfactory performance evaluation, the employee has made no attempt to improve work performance. The following behaviors shall also be grounds for discipline or dismissal:
 - A. Neglect of duties
 - B. Fraud in securing appointment
 - C. Inefficiency
 - D. Incompetency
 - E. Insubordination
 - F. Dishonesty
 - G. Intoxication on duty, or alcoholism affecting performance of duty
 - H. Being under the influence of illicit drugs on duty, or drug addiction to such drugs affecting performance of duty
 - I. Unauthorized absence from work (Absenteeism)
 - J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude
 - K. Discourteous treatment of the public or fellow employees
 - L. Willful or negligent misuse, damage or destruction of District property
 - M. Failure to maintain satisfactory standards of job performance
 - N. Violence or threats in the workplace
 - O. Sexual harassment or other harassment of fellow employees
- 18.2 All acts of discipline shall be accompanied by a Letter of Warning to the employee stating the reasons and grounds for such discipline. The employee must acknowledge receipt of the warning by signing the letter at the time of presentation; this signature signifies only receipt of the document, not agreement with the contents. The employee may, before the conclusion of the next five working days, respond in writing to the contents of the Letter of Warning.

- 18.3 All negative evaluations, Letters of Warning, and employee's responses shall remain part of the employee's personnel file.
- 18.4 Any disciplinary action which may result in suspension without pay shall be set forth in writing to the employee at least five working days before the proposed effective date or dates. This notice shall be prepared by the Manager and shall contain the following:
- A. A description of the proposed action and its effective date or dates, and the ordinance, regulation, or rule violated;
 - B. A statement of the acts or omissions upon which the action is based;
 - C. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request;
 - D. A statement advising the employee of the right to request a hearing as provided in Section 20, Separation; and
 - E. A date by which time the employee must respond in writing to contest the action.
- 18.5 DISCIPLINARY PROCEDURES AND SANCTIONS FOR SEXUAL HARASSMENT.
Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the Manager or the Board of Directors against the harasser where sexual harassment is found. The severity of the discipline imposed must correlate to the severity of the harassing conduct. Punishment meted out to the harasser shall be made known to the victim of the harassment.
- 18.5.1 Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, promotion, etc.
 - 18.5.2 Action to remedy sexual harassment shall be taken in a manner designed to protect prospective future victims.
 - 18.5.3 Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

19.0 SEPARATION

- 19.1 An employee may be separated from employment by resignation, layoff, or dismissal.
- 19.2 In the state of California, employment is presumed to be “at will”; either the employer or the employee may terminate the relationship at any time. However, WCSD practices a “covenant of good faith and fair dealing” in every employment relationship. This means that no employee will be laid off or dismissed unless there is just cause, as determined by WCSD. (Terminations made in bad faith or motivated by malice are prohibited.)
- 19.3 RESIGNATION. To resign in good standing, an hourly employee shall submit to the Manager a written notice of resignation at least two weeks before separation is to take effect. The Manager may, however, grant good standing with less notice if it is determined that the circumstances warrant. An employee’s resignation, circumstances, and all pertinent information shall be recorded in the employee’s personnel file.
- 19.4 LAYOFF. The Manager may lay off an employee due to a lack of work, lack of funds or other economic reason, or because the necessity for a position no longer exists. Two weeks before the effective date of the layoff the Manager shall:
- A. Notify the employee in writing;
 - B. Explain reasons thereof; and
 - C. Shall certify whether or not the employee’s service has been satisfactory. A copy of this certification shall be retained in the employee’s personnel file and, if satisfactory service has been certified, the employee shall be given the next available employment in another position which requires the same basic duties and qualifications. Such preferential employment shall be valid for a period of one year from the date of layoff.
- 19.5 DISMISSAL OF THE MANAGER. Dismissal of the Manager shall be as outlined in the employment agreement between the Manager and the District.
- 19.6 DISMISSAL OF EMPLOYEES. A permanent hourly employee may be dismissed at any time by the Manager for just cause. The following shall constitute sufficient cause for immediate dismissal:
- A. Conviction of a felony;
 - B. Fraud in securing employment;
 - C. Misappropriation of District funds or property;
 - D. Intentional or gross misconduct;
 - E. Failure to respond or improve regarding an item specified in Section 19, “Disciplinary Action,” after an evaluation or corrective action plan has failed to produce an improvement in performance;
 - F. Incapacity due to mental or permanent physical disability rendering the employee unable to perform job duties; and

- G. Severe physical or mental disability.
- 19.7 It is illegal for the District to terminate an employee:
- A. For refusing to break a law or violate public policy
 - B. In retaliation for filing a discrimination or safety claim
 - C. For taking leave under the Family Medical Leave Act
 - D. Without following WCSD stated policies and procedures
- 19.8 An employee may be dismissed at any time during the six-month trial employment period without right of appeal or hearing. In case of such dismissal, the Manager shall notify the dismissed trial employee in writing.
- 19.9 For hourly employees a notice of dismissal shall be prepared by the Manager and shall contain the following:
- A. A description of the proposed action and its effective date or dates, and if applicable, the ordinance, regulation or rule violated;
 - B. A statement of the acts or omissions upon which the action is based;
 - C. A statement that a copy of the materials upon which the action is based are attached or available for inspection upon request; and
 - D. In the case of a permanent employee, a statement advising the employee of the right to file an appeal.
- 19.10 A permanent employee may, upon receipt of a notice of dismissal or disciplinary action, appeal in writing to the Board within five working days of the date of the notification. The Board shall then schedule an informal hearing at which the employee may answer the Board's charges, present any mitigating evidence, or otherwise respond to the notice of dismissal. The hearing guidelines and format shall be available upon request. The Board shall issue its opinion and decision within ten working days of the hearing and may, if the Board finds that the dismissal was not justified, order a less severe disciplinary action, or may order the employee reinstated with full back pay and benefits.
- 19.11 An employee's personnel file shall be retained indefinitely after separation from employment by the District.

20.0 GRIEVANCES

20.1 GRIEVANCE PROCEDURE

- 20.1.1 This policy shall apply to all employees in all classifications.
- 20.1.2 The purpose of this policy is to provide a procedure by which employees may formally claim to have been affected by a violation, misapplication, or misinterpretation of a law, District policy, rule, regulation or instruction, or been the victim of sexual or other harassment in the workplace.
- 20.1.3 Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law, District Board of Directors resolutions, ordinances or minute orders, including decisions regarding wages, hours and terms and conditions of employment.

20.2 GRIEVANCE PROCEDURE RULES

- 20.2.1 If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified in section 20.3, the grievance shall be considered resolved, unless the time limits have been extended.
- 20.2.2 By agreement in writing, the parties may extend any and all time limit of the grievance procedure.
- 20.2.3 The Manager may temporarily suspend grievance processing on a District-wide basis in an emergency situation.
- 20.2.4 Employees covered by this policy may appeal a decision to suspend grievance processing to the Board of Directors.
- 20.2.5 A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.
- 20.2.6 Any supervisory employee who receives a formal or informal grievance complaint shall at all times maintain the confidentiality of the plaintiff and shall personally deliver said complaint immediately and directly to the President of the Board of Directors.
- 20.2.7 Within twenty-four hours of the filing of a formal or informal grievance complaint, even if the complaint is withdrawn, an investigation shall be conducted by the Manager or the President of the Board of Directors if the complaint involves the Manager.

- 20.2.8 A written record of any investigation of an alleged grievance shall be maintained. Findings shall be sent to the Manager and the Board of Directors.
- 20.2.9 All discussions resulting from said grievance investigation shall be kept confidential.
- 20.2.10 The person initiating the grievance complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.
- 20.2.11 The Board of Directors in closed session shall make a determination of the validity of the complaint at the next regularly scheduled meeting of the Board.

20.3 GRIEVANCE PROCEDURE PROCESS

- 20.3.1 Level I, Preliminary Informal Resolution
Any employee with a grievance shall present the evidence thereof orally to the Manager within five working days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. The Manager or President of the Board shall hold discussions with the parties involved and attempt to resolve the matter within three working days after the presentation of such evidence.
- 20.3.2 Level II, Board of Directors
In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing on an Employee Grievance Form, provided by the District, (Appendix A) to the District's Board of Directors within five days. The statement shall include the following:
- A. A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;
 - B. The circumstances involved;
 - C. The decision rendered by the Manager at Level I;
 - D. The specific remedy sought.

At the first regularly scheduled meeting following appeal of a grievance to the Board of Directors, the Board, in closed session, shall render a decision regarding the grievance and apply any remedy deemed by the Board to be legally appropriate.

Sexual harassment complaints found by the Board to be valid shall result in disciplinary action as described in Section 18 of this policy. Terms of discipline of the harasser shall be made known to the victim of the harassment.

20.3.3

Level III, State or Federal Agencies

Employees have the right to file a discrimination complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC), a federal agency.

APPENDIX A

**WESTHAVEN COMMUNITY SERVICES DISTRICT
EMPLOYEE GRIEVANCE FORM**

EMPLOYEE'S NAME _____

DATE _____

Statement of grievance, including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted:

Circumstances involved:

Decision rendered by conference with Manager:

Specific remedy sought:

APPENDIX B

**WESTHAVEN COMMUNITY SERVICES DISTRICT
ANNUAL GIFT REPORT FORM**

This form must be completed if any single gift received during the calendar year exceeded \$25 in value.

Calendar Year _____

Employee's Name Title Phone number

Employee's Address

(1) Name of source _____
Address _____
Business activity, if any, of source _____

Description of gifts(s)	Value	Date
_____	\$ _____	_____
_____	\$ _____	_____

(2) Name of source _____
Address _____
Business activity, if any, of source _____

Description of gifts(s)	Value	Date
_____	\$ _____	_____
_____	\$ _____	_____

Comments: _____

Employee's Signature

Date

APPENDIX C

**WESTHAVEN COMMUNITY SERVICES DISTRICT
EMPLOYEE DISCLOSURE STATEMENT**

The purpose of this Disclosure Statement is to provide a policy for outside employment and activities that will avoid conflict of interest and the appearance of impropriety.

In accordance with California law (section 1125GC, section 1126 and State of CA section 19990), officers and employees shall not engage in any employment or paid activity that is incompatible with his or her duties as an officer or employee of the District.

Incompatible activities that involve the potential for conflict of loyalties between duties as an officer of employment of the District and the outside employment or paid activities include, but are not limited to, the following:

1. Receipt of any money or consideration from anyone other than the District for the performance of an act that the officer or employee would be required or expected to render as part of his or her duties as an officer or employee;
2. Use of District time, facilities, equipment, supplies or the prestige and influence of one position at the District for private gain;
3. Performance of an act in other than his or her capacity as an officer or employee where such act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement of any other officer or employee of the District;
4. Such time demands as would render performance of one's duties as an officer or employee to be less efficient;
5. Use or disclosure of confidential District information for private gain or that is not for the purpose or interest of the District;
6. Outside employment or other paid activity for associations, corporations, or groups of any nature whatsoever, whether such groups are formed and operating for profit or non-profit purposes, where the activity could potentially involve use of District facilities, time, records or information that is obtained pursuant to one's position as an officer or employee of the District.

1. Name _____

2. Job Title _____

3. Name of outside employer _____

(Indicate self-employment if applicable)

NOTE: If you do not have outside activity for compensation, write "None" on line 3.

4. Duties of outside employment _____

5. Hours per week (average of outside employer) _____

6. General Comments _____

7. Signature _____ Date _____

8. Reviewed by _____ Date _____