

ATTACHMENT 2.

CONFLICT SOLUTIONS CENTER

PERSONNEL POLICIES

CONFLICT SOLUTIONS CENTER
COMMUNITY MEDIATION AND RESTORATIVE JUSTICE
SERVICES AND TRAINING

PERSONNEL POLICIES

I. INTRODUCTION

A. Scope of Personnel Policies

The purpose of this personnel manual is to promote efficiency and consistency in the personnel policies of Conflict Solutions Center (CSC), to obtain standards of fairness and impartiality and to provide adequate systems of accountability within the organization. These policies are established in order to serve the best possible interests of staff and volunteers. They are meant to be a framework within which constructive and equitable relationships are formed.

Nothing in these policies and procedures shall limit the at will nature of employment at CSC. CSC retains the right to terminate the employee without cause.

B. Applicability of Personnel Policies

All Paid staff persons employed by any component of CSC are bound by these personnel policies and are expected to be familiar with them.

C. Dissemination of Personnel Policies

1. All employees will receive a copy of these personnel policies during their orientation as a new employee
2. Every office will have a copy of these personnel policies at all times

D. Changes or Amendments to the Personnel Policies

1. Changes or amendments to the personnel policies must be approved by the Board of Directors

E. Interpretation of written Personnel Policies

Should questions of interpretation arise, they should be clarified through the staff line of authority before decisions are made or actions taken.

DISCRIMINATION POLICY: CSC will not discriminate in the recruitment, selection, or advancement of employees, or in employment related conditions and benefits under any circumstance. Any discrimination due to race, gender, national origin, religion, marital status, age, disability, sexual orientation or culture (or any other basis prohibited by law) is strictly prohibited and will be grounds for disciplinary action.

II. HIRING POLICIES AND PRACTICES

A. Policy

1. The Board of Directors invests the Executive Director with the authority and responsibility for the selection of all CSC staff. The Executive Director may in turn delegate this authority and responsibility as deemed appropriate, however, while the Executive Director will consider all employment offers recommended by other employees, final approval rests with the Executive Director. The Executive Director may, if necessary, hire an interim employee, but it shall be made explicitly clear to the employee that his/her employment is provisional on Board approval.
2. The recruitment and selection of the Executive Director is the responsibility of the Board of Directors and the Executive Director must report to the Board or to designated committee.

B. Job Announcements

The Executive Director will be responsible for announcing positions, recruiting, interviewing and hiring candidates for CSC staff positions.

C. Criteria for Employment

1. CSC is committed to the principle of recruiting and selecting employees on the basis of demonstrated and/or potential ability to perform the functions of the position available with the highest degree of skill and judgment.
2. CSC will not discriminate in the recruitment, selection, or advancement of employees, or in employment-related conditions and benefits, on the basis of race, sex, color, national origin, creed, age, religion, marital status, sexual orientation, physical handicap, political affiliation, or on any other basis prohibited by law.

D. Application Procedures

1. Applications will be accepted from anyone seeking employment for an available position. Procedure is:
 - a. A resume, and other materials as required, shall be submitted to the Executive Director or designee.
 - b. The Executive Director or designee will review applications and select for interview those persons whose credentials, past experience, and job-related activities most closely maximize fulfillment of the needs of the position and of the organization.
 - c. The most qualified applicants will be interviewed by the Executive Director, designee, and/or the Personnel Committee. A job description and description of CSC will be given to each applicant interviewed.
 - d. Prior salary shall be verified and references shall be checked.

III. NEW EMPLOYMENT STATUS

A. Policy

1. All newly hired CSC personnel are employed on an initial probationary status. This initial probationary period will be three months; more can be added if necessary.
2. Employees transferred or promoted to another position will also be subject to an initial probationary period, as above, benefits if applicable will remain in place.

B. Evaluations of Probationary Employees

1. A written performance review will be done at the end of the probationary period. The Executive Director or designee must assess the employee in relation to the job description.

C. Executive Director's Recommendation

1. At the end of each probationary period, the Executive Director or designee must either:
 - a. Place the employee on a regular status
 - b. Dismiss the employee
2. An employee promoted or transferred to another position must undergo a new probationary period and then receive a satisfactory evaluation in order to become a regular employee in the new position.

D. Unsuccessful Completion of the Probationary Period

During the initial probationary period, an employee may be discharged by the Executive Director or designee.

1. Discharges of employees during initial probation are not subject to the grievance procedure outlined below in Section IX.

IV. JOB DESCRIPTIONS AND HOURS OF WORK

A. Job Descriptions

All positions will have written job descriptions. Job descriptions will also be used as the basis of agreement between the employer and the employee on what work is to be done.

B. Regular Employee

A regular employee is one who has completed the probationary period and is assigned to a regular position. Work in excess of the number of hours for which an employee is hired, must be approved in advance by the Executive Director.

1. Full-time/Part-time Employees
 - a. A full-time employee is one who is scheduled to work 40 hours per work week and is eligible for all benefits.
 - b. A part-time employee is one who has successfully completed their probationary period and is scheduled to work at least 20 hours and less than 40 hours per work week and is eligible for benefits on a pro-rated basis.
 - c. A non-regular or temporary employee is one scheduled to work less than 20 hours per work week and is not eligible for benefits.

C. Exclusions From Employee Status

1. Consultants

Consultants are a special category reserved for independent agents (as defined by *Employment Determination Guide-DE38*) hired by the organization on a contractual basis. These may include, but are not limited to, trainers, technical advisors, or evaluators.

2. Students

Students are individuals enrolled in a course of study at an institute of learning. These students may be obtained either as interns or on work study contracts.

3. Temporary Employees

A temporary employee is hired for a specific period. Temporary employees are not eligible for employment benefits other than wages.

4. Volunteers

Volunteers are individuals who donate their time, skills or services.

D. Notice of Absence

1. An absence from work other than vacation or approved leave (see below) during all or part of a regular work day must be reported to the Executive Director or designee.
2. Failure to give notice of absence or tardiness shall be grounds for disciplinary action. Three consecutive days absence without notification to the employee's supervisor or employer shall constitute automatic resignation on the part of the employees.

F. Pay Periods

CSC's pay period is semi-monthly with pay checks issued on the 16th for pay period ending the 15th, and the 2nd for pay period ending the last day of each month. If these dates fall on weekends or holidays, checks are released the last prior working day.

G. Time Sheets

Staff time sheets must be signed by the employee and delivered to the Executive Director or designee on or before the last day (i.e. The 14th and the last day of the month) of the pay period. Paychecks will be delayed for failure to submit signed time sheets on time.

H. Overtime and Compensatory Time

Employees who are requested to perform work in excess of forty (40) hours in a five day pay period are entitled to 1.5 times the regular hourly wage for time worked beyond 40 hours per week. Employees may choose compensatory time in lieu of 1.5 time pay at a straight hour for hour rate. Employees who voluntarily work more than forty (40) hours in a five day period are entitled to compensatory time on an hour per hour basis. A maximum of eighty (80) hours compensatory time may be accumulated, and hours accumulated in excess of that amount will be forfeited. Compensatory time is not payable in any form upon cessation of employment, and does not carry-over with the end of the calendar year. However, with approval of the Board of Directors or designee, an employee can carry-over up to 40 hours compensatory time to the next calendar year for use within two weeks. The Executive Director must approve all overtime in advance.

1. Employees must obtain the approval of the Executive Director or designee before taking any compensatory time.
2. Employees shall be encouraged to take compensatory leave within 60 days from the earning date.

I. Salary and Increase Approval

All salary increases are based on performance and contingent upon available funding.

1. The Board of Directors will set the salary and salary increase policy for the Executive Director.
2. All employees will have their salary discussed with them by the Executive Director or designee. Increases shall be considered annually, or at the discretion of the Executive Director and contingent upon funding or in cases of promotions or job restructuring.

V. BENEFIT STRUCTURE

A. Policy

Only regular full-time or regular part-time (20 hours or more) are eligible for *all* employee benefits outlined in this manual which include:

- * Health Care Benefits includes major medical insurance and/or a self-insurance program.
- * Holiday pay

B. Changes in status

1. It is the employee's responsibility to notify the Executive Director immediately of any changes in personal status.
2. Examples of changes in status are:
 - a. home address and telephone number.
 - b. name, address and phone number of person to be notified in case of emergency.

C. Health Care Benefits

Contingent upon budget considerations, CSC's package is an attempt to provide employees with health-care benefits that offer more options for care.

Definitions for Benefits Coverage:

For the purposes of benefits coverage, CSC defines Immediate Family as a staff member's spouse or domestic partner, and children (including stepchildren and foster children for whom you have accepted financial responsibility).

1. Major Medical Insurance Plan

Enrollment in the insurance plan is voluntary. Regular employees who work 20+ hours per week are eligible to be covered by the major medical plan after they have completed their introductory/probationary period (3 months).

2. Dependent Coverage

Eligible dependents include spouse or domestic partner and children. Insurance premiums will be deducted first from your self-insurance fund and then your paycheck.

3. Self-Insurance Plan:

All employees are eligible to participate in the self-insurance plan once they have satisfied their waiting period. Full-time employees and those who work 20 hours or more per week will be allocated \$100.00 each month to use for health care. As per IRS regulations, if you elect this plan, your decision to participate is irrevocable until the end of the plan year unless you qualify for a family status change. Changes in family status include your marriage, divorce, death of a spouse, death of a child, birth or adoption of a child, or change in spouse's employment status.

You will be responsible for paying practitioners and will present receipts for treatment from health care practitioners (OR for treatments/medications prescribed by them) for you and your immediate family to the Business Manager for reimbursement up to the amount accrued in your self-insurance fund. Reimbursements are subject to normal payroll/income tax deductions and will be remunerated on the next payroll cycle. You may use your health-care allocation to pay for additional insurance if you wish.

Your self-insurance fund will reimburse for dental, vision, and self-prescribed health-care costs (as outlined in IRS regulations, Section 213) for you and your immediate family. The IRS forfeiture rule states that Any remaining balance in a participant's account at the end of any plan year (and after processing of all claims for such plan year) shall be forfeited and credited to the benefit plan surplus.

An employee shall no longer participate in the self-insurance plan upon the occurrence of any of the following events:

- * Termination of employment
- * Death of the participant
- * Termination of this plan

4. COBRA or Insurance Continuation (if applicable)

Under the federally mandated Consolidated Omnibus Budget Reconciliation Act (COBRA), staff members and their dependents have the option to continue group health insurance in the event that they have and would otherwise lose coverage for one of the following reasons:

- * Termination, reduction in hours, unpaid leave of absence, or layoff
- * Death
- * Divorce or legal separation
- * Children reaching the maximum age limit
- * Qualification for Medicare

All employers in California who have more than two employees are subject to Cal-COBRA. Therefore, once your employment with CSC is terminated, you are eligible to continue coverage by paying the premium yourself for 18 months, up to 29 months if disabled. You must notify the Business Manager within 60 days of one of the above qualifying events.

5. Worker's Compensation

CSC staff members are protected by Worker's Compensation Insurance for all illness or injury arising from and occurring within the scope of their employment.

- * Notify your supervisor immediately if you are injured on the job.
- * Complete an accident report form and give it to the Executive Director within 24 hours.
- * CSC's policy is to return an injured worker to work as soon as possible in a modified or light duty status until such time as a doctor's full release is obtained.

D. Paid Sick Leave

1. Regular full-time employees will accrue sick leave at the rate of 1 day per month up to 24 days (192 hours).
2. Regular part-time employees (20 hours per week or more) will accrue sick leave at the prorated percentage of time they work per week. For example, if an employee works 30 hours per week, they will accrue sick leave at a rate of six hours per month, up to 144 hours, if they work 20 hours per week,

accrual will be at four hours per month, up to 96 hours.

3. Non-regular or temporary employees are not entitled to sick leave.

4. Accrued sick leave is not payable in any form upon cessation of employment.

5. Upon termination, any employee who has taken sick leave in excess of what has been accrued shall have such amount deducted from her/his final paycheck.

6. If an official holiday occurs while an employee is on sick leave, that day will not be deducted from the employee's sick leave.

7. Sick leave may not be substituted for vacation leave.

E. Leaves of Absence

Leaves of absence without pay must be approved in advance, by the Executive Director. The Board of Directors shall approve leaves of absence in advance for the Executive Director.

Different types of leaves of absence may be available for regular full-time employees under certain circumstances. No benefits such as vacation, sick leave, or holiday will be earned during a leave of absence unless otherwise stated. Employee will be responsible for payment of benefit package while on leave. Except as required by law, CSC does not guarantee the employee's position will be available upon completion of the leave.

1. Temporary Medical Disability Leave

a. CSC may grant an employee a leave without pay for disability, due to injury or illness.

i. The employee must possess a medically verifiable disability

ii. Requests must be in writing and state the reason for the request as well as the employee's intended date to return to work.

iii. Requests must be accompanied by a statement from the employee's doctor stating the need for the leave and recommended length of leave.

iv. Vacation and sick leave will not accrue during temporary medical/disability leave.

2. Family Leave

Family leave will be granted in accordance with the law.

3. Emergency Leave

a. An employee may request a leave of absence without pay for emergency reasons. Leaves of absence cannot exceed 30 days.

i. Emergency leaves must first be approved by Executive Director

ii. All accumulated vacation time must be exhausted first.

4. Leave for Death or Terminal Illness in the Immediate Family

a. Policy

Upon prior approval of the Executive Director or designee, an employee who suffers a death or critical illness in the immediate family or household will be given up to five (5) days off with full pay, and no loss of vacation leave will be sustained. Bereavement leave may be given to probationary employees at the discretion of the Executive Director.

b. Definition of Immediate Family

Immediate family in the employee's spouse, significant other, mother and father (including step and in-law), children (including step and in-law), grandparents, grandchildren.

H. Holidays

Regular employees who work more than 20 hours per week and have completed the probationary period may observe the following 13 holidays with pay:

- New Year's Eve and New Year's Day
- Martin Luther King's Birthday
- Cesar Chavez's Birthday
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving (2 days)
- Christmas (2 days)
- Two personal holidays

Regular part-time employees will receive holiday pay on a basis prorated to the percentage of full-time (40 hours per week) they are working. For example, if an employee works 30 hours per week, they may receive holiday pay at a rate of six hours for the day.

I. Vacation

1. Vacation leave is offered to staffpersons who have worked more than 20 hours per week for at least one year. Accrual of vacation time is based on a 0.029 factor per hour worked. For example, if you work 20 hours per week, after one year your total hours are 1,040. Multiplying 1,040 by 0.029 gives 30 hours, the amount of vacation time accrued. Vacation time is on a "use it or lose it" basis annually coinciding with employee's starting anniversary date.
2. Upon termination of employment, payment for unused vacation will be included in the final paycheck or in a separate check.

J. Travel and Mileage Allowance

When employees use their own vehicle for travel in connection with CSC business, CSC will reimburse for mileage at a rate determined by the Executive Director annually. Employees must submit proof of liability insurance as required by state law. All reimbursement sheets must be claimed in the following month.

VI. PERFORMANCE EVALUATIONS

A. Evaluation of Staff

The Executive Director will evaluate all employees. Evaluations shall be conducted at the end of each probationary period and annually thereafter. All evaluation forms will be filled out by both the employee and the evaluator, and then submitted to the Executive Director. Evaluations will be based on job descriptions, work and other job-related conduct deemed important to CSC. Executive Director will report to board when staff evaluations have been conducted in regular report to the board.

B. Evaluation of the Executive Director

It is the responsibility of the Executive Committee or Personnel Committee of the Board of Directors to conduct an annual evaluation of the performance of the Executive Director.

VII. DISCIPLINARY POLICIES AND PROCEDURES

A. Standards of Conduct

Employees must exercise the utmost discretion regarding all matters of official business of CSC. They must conduct themselves at all times in such a manner as to reflect favorably on themselves and the organization, and must never act in a way that might adversely affect the public's confidence in CSC. All employees are expected to conduct themselves with the public, fellow employees and volunteers in a courteous, professional and conscientious manner.

B. Grounds for Disciplinary Action (up to and including termination)

1. Misconduct is extreme and serious employee misbehavior, incompetence, or irresponsible actions taken by an employee which might undermine or impede the work of CSC; insubordination and/or refusal to do work or wrongful use or taking of personal or organizational property.
2. The following may be grounds for disciplinary actions:
 - a. Conduct inconsistent with, or damaging to, CSC's goals and public image.
 - b. Non-performance or inadequate performance of duties
 - c. Inability to meet reasonably established deadlines in an efficient manner.
 - d. Insubordination
 - e. Making CSC policy decisions outside of official channels.
 - f. Interference with the work performance of others
 - g. Sexual harassment of co-workers or volunteers.
 - h. Discourteous attitude or actions to the public or to co-workers.
 - i. Intoxication, use, or possession of illegal drugs during working hours.
 - j. Excessive absenteeism or tardiness
 - k. Appropriation of CSC property or equipment for private use or personal gain without prior approval of the Executive Director; thievery from fellow workers or the organization.
 - l. Failure to comply with duly adopted and ascertainable policies and procedures.
 - m. For other good cause, not specified above, provided that the employee has been given written notice that such conduct shall be grounds for disciplinary action.

C. Disciplinary Actions

1. Definitions

Disciplinary action refers to an official response to violation of standards of conduct. These policies suggest a progressive disciplinary procedure as follows. However, depending upon the employee's deficiency or performance some or all of the steps may not be followed.

- a. Informal warning: verbal discussion of a deficiency
- b. Formal written warning; written discussion of a deficiency
- c. Probation

Each of the above steps should include: 1) specific expectations for improvement; 2) explicit time limit for improvement; and 3) consequences for failure to improve.

d. Termination

The Board of Directors shall review any recommendation by the Executive Director to terminate any employee. The Board of Directors retains the final authority for termination. CSC maintains an "at will" termination policy and reserves the right to terminate an employee without notice.

IX. GRIEVANCE PROCEDURE

Every CSC employee has the right to question an administrative decision or the application of CSC Personnel Policies to him or her. Employee dissatisfaction with working conditions, relationships, etc. should be brought to the attention of the Executive Director.

The order of the CSC Grievance Procedure is:

- 1) Executive Director** - the employee shall first attempt to resolve any grievance through the Executive Director. If not resolved within 10 days, employee must outline in writing the nature of the grievance and request a mediation.
- 2) Mediation** - a mediation with outside mediator(s) should be convened within 14 days of request;
- 3) Executive Director for reconsideration** -- where the Executive Director has not participated in the mediation process, the results of the mediation will be reviewed by the Executive Director within five (5) days for appropriateness of action given the needs of the organization;
- 4) Personnel or Executive Committee of Board of Directors** -- if parties are not able to come to a resolution in the mediation, or if no panel has been convened, the employee may appeal the Executive Director's action on the grievance to the Board of Directors (Personnel or Executive Committee). ■

CSC GENERAL OFFICE PROCEDURES & PROTOCOL

OFFICE HOURS

Working hours are as agreed upon by the Co-Executive Directors.

PREMISES, SUPPLIES, FUNDS: The use of CSC premises, office supplies, equipment, and funds for any purposes other than Board authorized CSC business is expressly prohibited.

PERSONAL PHONE CALLS

Local personal calls may be made and accepted during business hours, but please be aware of company needs and confine your use of the phone system as much as possible to company business. If you need to place a long-distance call, we ask that you use a personal calling card or call collect. Long personal calls should be regarded as break time and should not interfere with company operations.

AREA CLEANUP: Each staff member shall be responsible for keeping his/her work area clean and orderly. Staff will be responsible for the day to day up-keep of the facilities.

DRESS: CSC staff is expected to dress in an appropriate manner while representing CSC at the office or in public.

SAFETY: The Executive Director is responsible for insuring good safety practices for the protection of staff, volunteers and customers.

INJURIES: Any job-related injury should be reported to the Executive Director and/or the Board of Directors.

EMPLOYEE FILE: All employees will be required to complete a form giving name, address, telephone number, and social security number, who to notify in case of emergency, and to update same as information changes. This includes filling out and turning in an application, resume, I-9, W-2. Employer provides; letter of hire, job description, personnel policies, progressive discipline and evaluations. All these and other important agency documents will be kept in a secure location with access limited to the Executive Director and Business Manager.

PERSONNEL POLICIES: All full and part time employees shall be required to sign two copies of these Personnel Policies upon employment. One copy is to be given to the employee for his/her personal records. The Board shall notify each employee immediately, in writing, of any changes, additions, or deletions to these Policies. The Executive Director will discuss and review these Policies with any new employee prior to signing to assure that employee understands the content and to answer any questions. Signature by an employee to these Policies indicates awareness and agreement to abide by the Sections contained herein.

Employee Signature
Date of signing

Employee position/title

Executive Director Signature _____