

# ORCAS ISLAND HEALTH CARE DISTRICT

## PERSONNEL POLICY

### Section 1. Purpose.

This Personnel Policy is established by the Orcas Island Health Care District ("District") to:

1. Provide a uniform system of personnel administration;
2. Support a fair and equitable process for recruitment, selection, placement, promotion, and separation of District employees in compliance with applicable State and Federal laws and regulations;
3. Publish certain responsibilities of District employees; and
4. Confirm certain rights of District employees.

### Section 2. General

**2.1. Application.** This policy applies to all District employees but does not apply to independent contractors providing services to the District, to any elected official, or to any person appointed to serve on any District committee or work group.

**2.2. At Will Employment.** Employees may leave the District for any reason without legal obligation. The District reserves the right to terminate employees for any reason. Nothing contained in this policy shall create a contract or quasi-contract of employment or establish any term of employment, nor be construed as a waiver of the relationship of "employment at will."

**2.3. Equal Employment Opportunity.** The District is an equal opportunity employer. The District hires, employs, retains, promotes terminates and otherwise treats all employees and job applicants on the basis of job-related qualifications and competence. This policy and all employment practices shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, sexual orientation or gender expression, military or honorably discharged veteran status, disability, genetic information or other basis prohibited by law.

**2.4. Conflict of Interest.** Employees are prohibited from conducting personal or commercial activities which create actual, potential, or perceivable conflicts with the business, operations or image of the District and are required to abide by the District's Conflict of Interest policy adopted by the District's Board of Commissioners, as amended from time to time.

**2.5. Non-Disclosure.** The protection of confidential information is vital to the interests, integrity, and success of the District; employees who improperly use or disclose such information will be subject to disciplinary action, up to and including termination of employment and legal action.

**2.6. Compliance with District Policies.** All employees are expected to comply with the policies of the District as adopted and amended from time to time.

### Section 3. Hiring, Termination and Performance Evaluations.

### 3.1. Hiring Employees

**3.1.1. Position Openings.** Position openings will normally be advertised in at least one local publication and on the District's website. Inquiries regarding possible openings and application forms for open positions can be obtained through the Superintendent or the President of the Board of Commissioners. Selection will generally be made on the basis of job knowledge, experience, quantity and quality of work, personal characteristics, work habits, attendance and skills.

**3.1.2. Background Checks.** The District will conduct a background check of a prospective new District employee. The prospective new employee must furnish the District's Superintendent or the President of the District's Board of Commissioners with a signed release to complete the background check. The background check may consist of education verification, employment verification, reference checks and a criminal background check. The report generated from the background check is kept in a locked file cabinet in a separate file in the Superintendent's office.

### 3.2. Performance Evaluations.

**3.2.1. Informal Evaluation.** District employees are expected to discuss job performance and goals on an informal, day-to-day basis with the Superintendent, while the Superintendent is expected to discuss job performance and goals on an informal, day-to-day basis with the President of the Board of Commissioners.

**3.2.2. Written Evaluations.** Written performance evaluations are scheduled approximately every 12 months. Poor performance ratings on an evaluation must be accompanied by a plan for improvement and a date for re-evaluation.

**3.2.2. Employee Review.** An employee may request review of the results of his/her evaluation by requesting such review in writing to the Superintendent and the Superintendent may request review of the results of his/her evaluation by requesting such review in writing to the President of the Board of Commissioners. The request shall indicate those areas of the evaluation in which the employee disagrees, the basis for the disagreement and the requested remedy. The Superintendent or President of the Board, as applicable shall make the final decision on performance evaluation review.

**3.2.3. Pay Adjustments.** In connection with the annual written performance review, the District will consider whether a salary adjustment is appropriate to recognize superior job performance and to maintain wage equity. Any pay adjustments approved by the District shall take effect for the first pay period beginning after the date of approval of the adjustment or the date specified by the District.

## Section 4. Employee Records.

**4.1. Personnel Files.** The District maintains a personnel file on each employee, which includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are the property of the District and access to the information they contain is restricted.

Generally, access to personnel files is restricted to the Superintendent and members of the District's Board of Commissioners. Employees who wish to review their own file should contact the Superintendent; employees may review or obtain a copy of their own personnel files in the Superintendent office.

**4.2. Reference Checks.** Inquiries from outside the District regarding job reference checks of former employees, and employment verification checks of present employees, should be discussed with or referred to the Superintendent or the President of the Board of Commissioners prior to any response. The District provides basic employment data in response to those reference check inquiries. Responses to such inquiries will confirm only dates of employment, pay rates, and position(s) held. The District will provide pertinent employment and payroll information to authorized requests regarding current employees, i.e. mortgage companies and other financial institutions upon receiving a signed release from the employee.

**4.3. Time Sheets.** In compliance with Federal and state laws, the District will require non-exempt employees to accurately record the time they work each month. Overtime must always be approved in writing before it is performed. Altering or falsifying time records may result in disciplinary action up to and including termination of employment.

## **Section 5. Compensation**

**5.1. Compensation Policy.** The District's compensation policy is to pay for performance. The District compensates employees based upon their performance level and their contribution to the District's success.

**5.2. Work Schedules.** The District will establish work schedules and hours in accordance with the needs of the District, and the best interests of the District's employees. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

**5.3. Paydays.** All employees are paid monthly on the 25th of each month, for all earnings for all work performed through the end of the previous month. If a regularly scheduled payday falls on a Saturday or Sunday, paychecks will be made available on Monday. If a regularly scheduled payday falls on a holiday, employees will be paid on the first day of work following the regularly scheduled payday. If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation.

### **5.4. Pay Deductions and Garnishments.**

**5.4.1. Deductions.** Washington and federal regulations require that the District make certain deductions from every employee's compensation. Among these are applicable Federal and state taxes. The District must also deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base". The District matches the amount of Social Security taxes paid by each employee.

**5.4.2. Garnishment.** The District is required by law to accept legal garnishments or liens attached to employee wages. Garnishments and liens require the District to withhold a portion of the employee's disposable earnings for the satisfaction of a debt,

and remit the withheld amount to the court or the Internal Revenue Service. If a garnishment or lien is received by the District, the employee will be notified.

**Section 6. Employee Benefits.** Full-time and part-time employees are eligible for all listed benefits unless otherwise noted.

**6.1. Health Insurance.** The District provides-offers Mm medical, dental and vision insurance to eligible employees through the Public Employees Benefit Board (PEBB). For employees other than the Superintendent, the District pays 100% of the premium for District-approved medical only insurance for full-time employees and a percentage of the premium for part-time employees based on the number of hours worked in a 40-hour week (e.g., the District would pay 50% of the premium for employees working 20 hours a week).

**Commented [PG1]:** Thinking further about our discussion on benefits, I think we should talk about whether we want to commit to provide other employees with this level of benefits. As of 7/2018 the monthly premiums for PEBB medical only coverage ranged from \$663.78 to \$793.26.

**6.2. Leave Program.** It is the policy of the District that leave benefits be made available to eligible employees without jeopardizing the status of the employee or the normal workflow of the District. Unless otherwise specified, benefits continue to accrue during any paid leave, and do not accrue while on unpaid leave status.

~~6.2.1. Family Care Leave.~~ The Washington Family Care Leave Act allows eligible employees to take unpaid leave for the following reasons:

- ~~1. The birth of the employee's child or the placement of a child with the employee for adoption or foster care;~~
- ~~2. The employee needs to care for a child, spouse, state-registered domestic partner, or parent with a serious health condition (as defined in RCW 49.78.020(16)(a)); or~~
- ~~3. The employee is unable to perform their duties for the District because of a serious health condition.~~

~~6.2.1.1. Eligible Employees.~~ Employees are eligible for family leave following 12 months of employment with the District provided they have worked at least 1,250 hours for the District during the preceding 12 months.

~~6.2.1.2. Amount of Leave.~~ Employees are entitled to 12 weeks of family leave in a calendar year, except that leave for the birth or placement of a child expires at the end of 12 months following the birth or placement.

~~6.2.1.3. Unpaid Leave.~~ Family leave is unpaid leave, except that employees may use any of their accrued but unused paid vacation leave days for family leave.

~~6.2.1.4. Section Superseded.~~ Effective January 1, 2020, the provisions of this Section are superseded by the provisions of Section 6.2.3, below.

**Commented [PG2]:** I deleted this section because I realized that the 1,250 hour requirement means Anne would not qualify and the provisions don't apply after the end of this year.

**6.2.21. Paid Sick Leave.**

**6.2.21.1. Accrual.** Full-time employees of the District who have worked for the District for 90 days or more accrue paid sick leave at the rate of 1 hour for every 40 hours worked. Paid sick leave does not accrue while an employee is taking leave of any nature, whether paid or unpaid.

**6.2.21.2. Use.** An employee may use sick leave up to the amount of the employee’s accrued and unused sick leave if:

1. The employee is unable to work due to physical or mental illness, injury or health condition or needs to seek medical diagnosis, care, or treatment of such an illness, injury or condition or to obtain preventative medical care;
2. The employee needs to care for the physical or mental injury, illness or health condition of their child, spouse, registered domestic partner, parent, parent-in-law, or grandparent, grandchild or sibling or such a family member needs to seek medical diagnosis, care, or treatment of such an illness, injury or condition or to obtain preventative medical care;
3. The District’s office has been closed by a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason, or
4. The employee is seeking help for a domestic violence problem for themselves or a member of their immediate family.

**6.2.21.3. Carry Over.** Accrued but unused paid sick leave will carry over to the following calendar year to a maximum of 40 hours.

**6.2.1.4. Payment.** Employees will be paid their normal hourly compensation for each hour of paid leave used.

~~6.2.1.4. Section Superseded. Effective January 1, 2020, the provisions of this Section are superseded by the provisions of Section 6.2.3, below.~~

**6.2.3-2 Paid Family and Medical Leave.** ~~The provisions of this Section are effective January 1, 2020, the preceding family and sick leave provisions of this personnel policy are superseded and replaced by this Section~~ to comply with the provisions of the Washington State Paid Family and Medical Leave Program.

**6.2.32.1. Eligible Employees.** Any employee who has worked a total of at least 820 hours for any Washington employer during the previous 12-months period is eligible to receive paid family leave and medical leave.

**6.2.32.2. Paid Family Leave.** Eligible employees can receive up to 12 workweeks of paid family leave for:

**Commented [PG3]:** Patty was correct that the provisions of this Section do not expire on 1/1/2020

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1. Bonding after the birth of an employee’s child or placement of a child under the age of 18 with an employee;
2. Providing physical, psychological or other care for a serious health condition (as defined in RCW 50a.04.010.19(a)) of an employee’s child, spouse, registered domestic partner, parent, grandparent, grandchild or sibling; or
3. A military leave qualifying under 29 CFR § 825.126

**6.2.32.3. Paid Medical Leave.** Eligible employees can receive up to 12 workweeks of paid medical leave to deal with the employee’s serious health condition (as defined in RCW 50a.04.010.19(a)) except that a an employee with a serious health condition connected to a pregnancy may receive up to 14 workweeks of paid medical leave..

**6.2.32.4. Paid Medical and Family Leave.** Eligible employees who take both Medical Leave and Family Leave in the same year can receive up to 16 workweeks of leave in a calendar year or 18 workweeks if the leaves are for a serious health condition linked to a pregnancy.

**6.2.2.5. Workweek defined.** A workweek is 40 hours for a full-time employee and the average number of hours worked by a part-time employee during all but the final quarter of the preceding 5 calendar quarters, or the last 4 calendar quarters if the employee has worked less than 5 calendar quarters.

**6.2.32.56. Amount of Paid Benefit.** The amount of an employee’s paid leave benefit is determined in accordance with RCW 50A.04.020(4) and (5) and funded through the Washington Family and Medical Leave Insurance Account held by the Washington State Treasurer.

**6.2.23.67. Waiting Period.** For all leave benefits, except for paid leave for the birth or placement of a child, there is a 7-day waiting period before benefits begin.

**6.2.23.78. Obtaining Benefits.** To obtain paid leave benefits, eligible employees must file a claim with the Washington State Employment Security Department.

**6.2.34. Holiday Leave.** The District observes the same holidays as the State observes for its employees. Currently, the following holidays are recognized as municipal holidays for pay purposes. If any of the following holidays occur on an employee’s regularly scheduled work-day, the employee shall have these days off with pay:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	3 <sup>rd</sup> Monday in May
Independence Day	Last Monday in May
Labor Day	July 4 <sup>th</sup>

**Commented [PG4]:** Patty was was not quite right; the insurance fund also covers an employee’s leave to cover their own health condition. It is probably best to think of paid sick leave as covering minor short-term illnesses and paid medical leave as covering serious longer-term illnesses. Paid sick leave could also be used to bridge some or all of the 7-day waiting period gap described in Section 6.2.3.6.

Veterans' Day	1st Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Native American Heritage Day	The Friday following the 4th Thursday in November
Christmas Day	December 25 <sup>th</sup>

When a day recognized as a holiday falls on Sunday, the following Monday is observed as the holiday. When a day recognized as a holiday falls on Saturday, the preceding Friday is observed as the holiday.

**6.2.45. Vacation Leave.**

**6.2.54.1. Eligibility.** Full-time employees and part-time employees are eligible to use accumulated vacation leave from the date of hire. Use of these accrued and accumulated vacation hours are subject to approval by the Superintendent, or by the President of the Board for the Superintendent. An employee's vacation may not exceed the amount of vacation time the employee has accrued.

**6.2.54.2. Accrual.** Vacation leave is accrued starting on the employee's first day of employment, with full time employees accruing 0.83 vacation days per month. Part-time employees working between 20 and 40 hours per week accrue vacation leave in proportion to the number of hours worked per week as a percentage of a 40-hour week. Employees will not be permitted to accumulate more than 120 hours of vacation leave; vacation leave accrued in excess of 120 hours will be forfeited.

**6.2.54.3. Use of Vacation.** Accrued vacation must be used in increments of at least ½ day. The dates and length of time an employee uses accumulated vacation leave requires prior approval by the Superintendent, or by the President of the Board in the case of the Superintendent. Employees are expected to plan as far in advance as is practical their request for and use of vacation time and communicate those requests to the Superintendent, or to the President of the Board in the case of the Superintendent.

**6.2.65. Leave Without Pay.** A leave of absence is a privilege, not a right. Leaves of absence, other than those that qualify under the Family and Medical Leave (see Section 6.2.3 above), may be granted without pay in cases of emergency and when a leave of absence would not be contrary to the best interests of the District. A leave of absence is granted only upon written request by an employee who presents the reason for the leave. Approval will be made in writing by the Superintendent or, in the case of the Superintendent, by the President of the Board. A leave of absence without pay may not exceed 2 consecutive months. Failure to return at the end of the agreed-upon length of leave may be considered abandonment of one's position and grounds for termination.

**6.2.7. Jury Duty Leave.** An employee required to report for jury duty during the employee's workday is granted leave with pay. The employee receives full pay from the District for the time served on the jury up to a maximum of 2 weeks and/or until released, whichever is less, provided the employee remits to the District all fees for jury duty as soon as the duty fees are received. Compensation for mileage when the

employee uses his/her own vehicle will not be considered as fees and may be retained by the employee.

If an employee exceeds the 2-week period of paid jury duty leave, he/she may use accrued paid leave during any additional jury leave. If an employee is serving jury duty when he/she is off duty, using vacation or personal leave, or has exceeded the 2-week period of paid leave, the employee may retain all fees, mileage, and subsistence allowances. Before an employee can be granted leave with pay for jury duty, the employee must give the Superintendent, or the President of the Board in the case of the Superintendent, a copy of the summons to serve on a jury. In addition, the employee must present documentation from the court clerk showing evidence of jury duty pay and time served.

**Section 7. Termination of Employment.**

**7.1. Resignation Process.** An employee must submit a written notice of resignation to the Superintendent at least 10 working days before the effective date of the resignation. The Superintendent may authorize the resignation of an employee with fewer than 10 days' notice if there are sufficient reasons to waive the requirements of this section.

**7.2. Resignation Process for Superintendent.** The Superintendent, to be considered as having resigned in good standing, must submit a written notice of resignation to the President of the Board of Commissioners at least 30 calendar days before the effective date of the resignation. The President may authorize a resignation in good standing upon shorter notice for sufficient cause.

**7.3. Separation Date.** In order to minimize the District's liability, the separation date is the last workday of an employee's employment. Accumulated leave may not be used to extend the effective date of termination.

**7.4. Retirement.** All full-time and part-time employees who retire under the provisions of any present or subsequent retirement policy or plan are treated as having been separated from District service in good standing on the date their retirement becomes effective.

**7.5. Termination by the District.** An employee may be terminated by the District with or without cause. Terminations shall be effective immediately unless otherwise agreed.

**7.8. Exit Interview.** The District will, whenever possible, schedule an exit interview between the departing employee, the Superintendent and at least one member of the Board of Commissioners. Suggestions, complaints, and questions can be voiced in the exit interview.

**7.9. Final Paycheck.** Employees will receive their final pay in accordance with applicable Washington law, less any setoffs or deductions applicable.

Policy Adopted: \_\_\_\_\_

