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**MEMORANDUM**

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**TO:** Board of Directors  
**FROM:** Tom Scaglione, Chief Administrative Officer  
**SUBJECT:** Employee Handbook Technical Corrections  
**DATE:** April 28, 2026

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**Recommendation**

Consider adoption of technical corrections to the Employee Handbook which include:

- a vesting schedule for new hires for Other Post Employee Benefits (OPEB) that is consistent with California statute,
- the correction of compensated absence accrual for interns, and
- a change in timing of payment of allowances.

**Background and Discussion**

At the October 16<sup>th</sup>, 2025, regular Board meeting, the Board adopted a rewrite of the District's Employee Handbook. The Policies and Procedures Committee met April 23, 2026, to consider the following revisions.

OPEB for New Hires

Prior drafts of the Employee Handbook rewrite included a vesting schedule for OPEB consistent with California Government Code Section 22893 for a second tier of employees (new hires). Currently, employees are fully vested in OPEB at five years of service with the District and ten years of service as a CalPERS member. Code Section 22893 requires twenty years of CalPERS service for full vesting, ten for 50% vesting.

At the time the new Handbook was to be placed on the agenda, staff was waiting for CalPERS to respond to the District's request for the language of the resolution to accompany the action to increase the vesting time for new hires. Subsequent to posting the agenda, CalPERS responded that a resolution was not necessary to change the vesting schedule for new hires. The accompanying Employee Handbook revisions includes the Section 22893 vesting schedule for employees hired after December 31, 2025.

Correction of Compensated Absences Accrual for Interns

When drafting the rewrite, staff inadvertently neglected to combine the sick and vacation accrual for interns. Currently interns accrue one hour of sick time for every thirty hours worked (according to current labor law) and one hour vacation for every thirty hours worked. The rewrite failed to combine both sick and vacation. The accompanying Employee Handbook revisions include two hours of paid time off accrued for every thirty hours worked for interns.

### Adding Back Juneteenth as a Paid Holiday

At the October 16<sup>th</sup>, 2025, regular Board meeting, when the Board adopted the 2026 Employee Handbook, the Juneteenth holiday was dropped from district-paid holidays anticipating that Juneteenth will now be included in the paid holidays “as dictated by the state of California”. The State of California released it’s “2026 Holiday Dates” which did not include Juneteenth. The Employee Handbook revisions presented to the Policy and Procedures Committee included the addition of the Juneteenth holiday to the State of California 2026 Holiday Dates as well as half days for Christmas Eve and New Year’s Eve. The Committee directed staff to remove the Juneteenth holiday from consideration in order to mirror the State of California’s posted holidays.

### Change in Timing of Payment of Allowances

The current version of the Handbook directs payments of allowances following the month of use creating the need for an accrual adjustment. The suggested revision, payment in the month of use, avoids the need for an accrual.

### Change in Cost-of-Living Adjustment (COLA) Provision

The Committee suggested removing the COLA cap and adding language that the COLA is provided subject to meeting minimum performance standards and Board approval.

## **Fiscal Impact**

The longer OPEB vesting for new hires will help curtail future, potentially unsustainable, OPEB liability increases.



# Grossmont Healthcare District

## Employee Handbook

Adopted: October 16, 2025

Effective: January 1, 2026

Revised: April 28, 2026



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## **1.0 Welcome**

### **1.1 A Welcome Policy**

Welcome! We hope that your employment with Grossmont Healthcare District will be rewarding and challenging. We take pride in our employees as well as in the programs and services we provide.

The employment policies and benefits summaries in this handbook are written for all employees. The District complies with all federal and state employment laws, and this handbook generally reflects those laws. The District also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

Please take the time now to read this handbook carefully. Also, you will need to sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The District reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact the Chief Administration Officer.

We wish you success in your employment here at Grossmont Healthcare District!

All the best,

Aaron Byzak, Interim Chief Executive Officer  
Grossmont Healthcare District

### **1.2 At-Will Employment**

Your employment with Grossmont Healthcare District is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice, with or without cause, and without right to appeal. Likewise, we respect your right to leave the District at any time, with or without notice and with or without cause.

If a written contract between you and the District is inconsistent with this handbook, the written contract is the controlling document.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## **2.0 Introductory Language and Policies**

### **2.1 About the District**

The Grossmont Healthcare District is a public agency that supports the health & wellness of San Diego's East County. It is governed by an elected Board of Directors that provides oversight of our partnership with Sharp Grossmont Hospital and serves residents through local healthcare initiatives. Our team acts on these initiatives and designs a strategic plan for the region based on current community health priority needs.

Based on recent assessments conducted by the County of San Diego, the Hospital Association of San Diego and Imperial Counties, and Sharp HealthCare in conjunction with the District, the District is primarily focused on aging concerns, behavioral health (including mental health and substance use disorder), as well as the three top chronic conditions of heart disease, cancer, and stroke.

## Hours of Operation

### The Health & Wellness Library

Monday: 9 AM – 5:30 PM

Tuesday: 9 AM – 8 PM

Wednesday: 9 AM – 5:30 PM

Thursday: 9 AM – 8 PM

Friday: 9 AM – 5:30 PM

Saturday: 9 AM – 1 PM

Sunday: Closed

### Administration Office

Monday: 8 AM – 4:30 PM

Tuesday: 8 AM – 4:30 PM

Wednesday: 8 AM – 4:30 PM

Thursday: 8 AM – 4:30 PM

Friday: 8 AM – 4:30 PM

Saturday: Closed

Sunday: Closed

## 2.2 Ethics Code

Grossmont Healthcare District will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of service to the residents of San Diego East County and maintain a reputation for respect, accountability, integrity, service, and empathy. As public servants we are expected to adhere to high standards of business and personal integrity as a representation of our organizational practices, at all times consistent with their duty of loyalty to the District and the public we serve.

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

## 2.3 Mission Statement

To improve the health and well-being of the communities we serve through strategic investments, partnerships, and programs that expand access to quality care, promote wellness, and elevate health education and healthcare workforce training.

## 2.4 Values

An organization's values are its guiding principles which apply to all team members and underscore how our work is carried out. The values provide a description of what is important, what it prioritizes and how business is conducted. The District has a set of internal values that define the principles that we wholeheartedly believe in. Employees embody these values as they conduct themselves working within our team and alongside our partners in the community. Our values are identified and defined as follows:

Collaboration – We believe meaningful partnerships strengthen community health outcomes.

Access – We are committed to ensuring that everyone has the opportunity to receive quality health and wellness support.

Respect – We treat everyone with compassion, empathy, and dignity.

Excellence – We pursue innovative, targeted approaches that achieve measurable results and meaningful impact.

Stewardship – We serve as responsible, ethical, and transparent stewards of the public trust.

## **2.5 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Grossmont Healthcare District policies and procedures. The handbook is not a contract. The District reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on District bulletin boards.

## **3.0 Hiring and Orientation Policies**

### **3.1 Equal Opportunity Statement and Nonharassment Policy**

#### *Equal Opportunity Statement*

Grossmont Healthcare District is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of unlawful harassment, discrimination, or retaliation based on the following protected classes: age (40 and over), race, (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, off-duty and off-premises use of cannabis, or any other status protected by federal, state, or local laws—including (1) any combination of those characteristics; (2) a perception that the person has any of those characteristics or any combination of those characteristics; and (3) a perception that the person is associated with a person who has, or is perceived to have, any of those characteristics or any combination of those characteristics. The District is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The District will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy. The District will take appropriate corrective and remedial action, if and where warranted. The District prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your manager or any other designated member of management.

#### *Policy Against Workplace Harassment*

Grossmont Healthcare District has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class.

This policy protects all applicants and employees (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

## Harassment

**Harassment** means disrespectful or unprofessional conduct based on an individual's membership in a protected class.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any of the above-protected categories.

## Sexual Harassment

**Sexual harassment** means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment ("this for that"), which includes:
  - Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
  - Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
  - Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
  - Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
  - Leering, obscene, or vulgar gestures, or sexual gestures.
  - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
  - Impeding or blocking movement, unwelcome touching, or assaulting others.
  - Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
  - Conduct or comments consistently targeted at one gender, even if the content is not sexual.

## Adverse Employment Action and Retaliation

**Adverse employment action** is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

**Retaliation** means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Examples of retaliation under this policy include, but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

### Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify your supervisor, any member of management, or the District's General Legal Counsel.

The District prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the District begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the District will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the District will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the District determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the District may monitor any incident of harassment or discrimination to ensure that the inappropriate behavior has stopped. In all cases, the District will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office.

### Filing of Complaints Outside the District

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

#### **California Civil Rights Department**

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Voice: 800-884-1684

TTY: 800-700-2320

California Relay Service: 711

Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

Main website: <https://www.calcivilrights.ca.gov>

Online sexual harassment training courses: <https://www.calcivilrights.ca.gov/shpt/>

### **U.S. Equal Employment Opportunity Commission**

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

Phone: 800-669-4000

Fax: 415-522-3415

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://www.eeoc.gov/field-office/sanfrancisco/location>

## **3.2 Accommodations for Pregnant Employees**

Grossmont Healthcare District will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).

Examples of potential reasonable accommodations include:

- Seating;
- Closer parking;
- Flexible hours;
- Appropriately sized safety apparel;
- Additional break time to use the bathroom, eat, and rest;
- Leave or time off to recover from childbirth;
- Limitations on strenuous activities; and
- Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

If you require an accommodation, it is your responsibility to notify your manager. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The District will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. The District is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the District.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law.

The District will comply with state or local laws that provide additional protections beyond the PWFA.

The District will not retaliate against employees who request or receive an accommodation under this policy.

## **3.3 Disability Accommodation**

Grossmont Healthcare District complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the District will provide

reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the District.

If you require an accommodation because of your disability, it is your responsibility to notify your manager. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the District will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the District in connection with a request for accommodation will be treated as confidential.

The District encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the District is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the District.

Where state or local law provides greater protections to employees than federal law, the District will apply the law that provides the greatest benefit to employees.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The District will not discriminate or retaliate against employees for requesting an accommodation.

### **3.4 Religious Accommodation**

Grossmont Healthcare District recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the District complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The District will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

#### *Requesting a Religious Accommodation*

If you need an accommodation because of your religious beliefs or practices, it is your responsibility to notify your manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the District will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The District encourages you to suggest specific reasonable accommodations. However, the District is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the District.

The District will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

### 3.5 Accommodations for Victims of Crime or Abuse

Grossmont Healthcare District will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the District.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime.
- Referral to a victim assistance organization.

Upon receiving a request, the District will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the District that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

#### Certification

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:

- A police report showing that you were a victim.
- A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse.
- Any other form of documentation that reasonably verifies that the crime or abuse occurred.

#### Unpaid Leave

If you are a victim, the District will also provide you with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child.

For purposes of unpaid leave, **victim** includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

**Crime** means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

***Immediate family member*** means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- Your (or your spouse's or domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off, or unpaid leave for your leave.

Unpaid leave taken for the purpose of this Section shall be limited in the following ways:

1. Total leave time taken may not exceed 12 weeks.
2. Leave time taken runs concurrently with leave taken pursuant to FMLA and CFRA leave if the employee would have been eligible for that leave.
3. Where the employee takes leave to relocate or engage in the process of securing a new residence due to a qualifying act of violence, the employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, leave time taken may not exceed 5 days.
4. Where the employee's family member is a victim who is not deceased as a result of crime and the employee is not a victim, leave time taken may not exceed 10 days.

#### Notice

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.

#### Confidentiality

The District will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

#### Retaliation

The District will not retaliate against employees for their status as a victim of crime or abuse or for requesting or taking leave or a reasonable accommodation in accordance with this policy.

### **3.6 Whistleblower Protections**

When employees notify a supervisor, manager, or an appropriate government or law enforcement District that they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a state or federal rule or regulation, those employees are protected from retaliation. As such, Grossmont Healthcare District has a strict policy that prohibits retaliation against employees who make such

reports while employed in any form of employment. The District also does not permit retaliation against employees who refuse to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by the District, we encourage you to report them immediately to your manager or to the CAO or CEO. Alternatively, you may contact the California State Attorney General's Whistleblower Hotline at (800) 952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

### **3.7 Conflicts of Interest**

Grossmont Healthcare District is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of transparency, confidentiality, public relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a healthcare partner, supplier, or contractor to the District, you must disclose it to your supervisor or the CEO. If the District determines an actual or potential conflict of interest exists, the District will take such steps as it deems necessary to reduce or eliminate this conflict.

Employees in positions designated by the District's Conflict of Interest Code, must file Statements of Economic Interests (Form 700s). For more information, see the California Fair Political Practices Commission website at [www.fppc.gov](http://www.fppc.gov).

### **3.8 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Grossmont Healthcare District. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the District.

### **3.9 Employment of Relatives and Friends**

We will not employ friends or relatives in circumstances where, in the District's sole discretion, actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Grossmont Healthcare District. It is your obligation to inform the District of any such potential conflict so the District can determine how best to respond to the particular situation.

### **3.10 Job Descriptions**

Grossmont Healthcare District attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your supervisor.

Job descriptions prepared by the District serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the District may have to revise, add to, or delete from your job duties per business needs. On occasion, the District may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your supervisor.

### 3.11 New Hires and Introductory Periods

The first 180 days of your employment is considered an introductory period. During this period, you will become familiar with Grossmont Healthcare District and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### 3.12 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your supervisor.

## 4.0 Wage and Hour Policies

### 4.1 Introduction to Wage and Hour Policies

At Grossmont Healthcare District, pay depends on a wide range of factors, including pay scale surveys, cost of living, individual effort, etc. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, speak with your supervisor.

### 4.2 Employment Classifications

The District designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay. Exempt employees must:
  - Be primarily engaged in executive, administrative, or professional duties;
  - Regularly and customarily exercise discretion and independent judgement at work; and
  - Earn a salary equivalent to at least twice the minimum wage for full-time (40 hours/week) work.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay and are generally paid on an hourly basis.

The District also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 30 hours per work week, except for approved time off.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work less than 30 hours or less per work week.
- **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available.
- **CalPERS Retired Annuitant Status.** CalPERS retired annuitants employed by the district must comply with the guidelines set forth by CalPERS to prevent reinstatement from retirement. Retired annuitants may only be employed as "extra-help" or on an interim basis during a recruitment for a position. The maximum number of hours a retired annuitant may work each fiscal year is 960 hours. In accordance with CalPERS restrictions, CalPERS retired annuitants are not eligible to receive paid sick leave or any other district benefits, unless otherwise required by law.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact the CAO (Chief Administrative Officer). These classifications do not alter your employment at-will status.

### **4.3 Overtime**

All California Special Districts, including the District, are exempt from State wage laws requiring daily overtime, double time, and holiday pay. The District provides overtime above and beyond the requirements set forth by the Fair Labor Standards Act (FLSA) as an additional benefit for non-exempt employees. All overtime must be approved in advance, in writing, by your supervisor. Working overtime without prior written approval from your supervisor may result in disciplinary action, up to and including termination.

At certain times Grossmont Healthcare District may require you to work overtime. We will attempt to give as much notice as possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek outside of your normal work schedule, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday, in excess of eight hours on the seventh consecutive day of work in a workweek, or on District-recognized holidays.

If you are nonexempt and work more than 40 hours in a work week you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Overtime is defined as time worked in response to a request by the supervisor in excess of the employee's regular work shift, workweek, or any hours worked on a scheduled day off including District recognized holidays (Holidays). Time worked in excess of eight hours per day or on Saturdays or Sundays, is not overtime if the time worked is within a preplanned work schedule.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

### **4.4 Workday/Workweek**

Grossmont Healthcare District's workweek runs from Sunday to Saturday. The workday begins at 12:00 am and ends at 11:59 pm. Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects.

### **4.5 Salary Schedule**

All job classifications except the Chief Executive Officer (CEO) have established pay ranges, which are posted on the District website. Pay ranges are reviewed and adjusted as necessary at least every three years, by a survey conducted by an independent professional human resources consultant to maintain market competitiveness for similar classifications in comparable organizations. The current public salary schedule is posted on the District's website.

New employees are typically hired at the minimum salary range for their classification. Individuals may be appointed at a rate above the minimum with the approval of the CEO or the CEO's designee based on education, experience, skill, and knowledge.

## 4.6 Cost of Living Adjustment (COLA)

COLA increases in salary are based on the San Diego-Carlsbad, all items, Consumer Price Index for all urban consumers (CPI-U), or its successor document, for the preceding calendar year's annual percentage increase over the prior year and is effective March 1 of each year. The COLA ~~shall be a minimum of 0% and shall not exceed a cap of 3.5%, subject to review on an annual basis.~~ is provided subject to meeting minimum performance standards and Board approval.

The COLA adjusts all salaries and salary ranges except for those salaries that are above the designated range. Employees with salaries above the designated range receive the COLA as a lump sum amount.

## 4.7 Attendance

Grossmont Healthcare District requires regular and punctual attendance by employees. You are expected to arrive at the workplace on time and ready to perform your job. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are not going to arrive at work or return from a break on time, you must notify your supervisor as soon as possible but at least 60 minutes before your scheduled start time. If your supervisor is not available, contact another member of management.

If you must miss work due to an emergency or other unexpected circumstance, notify your supervisor as soon as possible. Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your supervisor immediately. If you are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Absences will be considered excused if you requested the time off in accordance with District policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

The District reserves the right to apply unused personal time off, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

If you fail to report to work for three or more consecutive days and have not provided proper notification, the District will assume that you have voluntarily resigned your position and will proceed with the termination process.

## 4.8 Direct Deposit

Grossmont Healthcare District encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Accountant or CAO for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a detailed paystub with written explanation of your deductions will be available to you in the online payroll portal on paydays in lieu of a check.

## **4.9 Pay Period**

Grossmont Healthcare District pays all employees, except Board Members, twice a month on the 15<sup>th</sup> and the last day of the month. Board members are paid monthly on the last day of the month.

Review your paycheck for accuracy and report any concerns to the Accountant or your supervisor immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

## **4.10 Paycheck Deductions**

Grossmont Healthcare District is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will include the required pension deduction for CalPERS-eligible employees and depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your detailed paystub online. If you have any questions about deductions from your pay, contact your supervisor.

The District will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to the Accountant or your supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an adjustment, which will be paid no later than your next regular payday.

The District will not retaliate against employees who report erroneous deductions in accordance with this policy.

## **4.11 Recording Time**

Grossmont Healthcare District is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the District has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the District's time keeping system. Speak with your supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established District procedures for recording your hours worked. Time must be recorded each day on that day in segments worked before and after meal periods.

Time sheets must be submitted online at the end of each workday.

Notify your supervisor or the Accountant of any pay discrepancies, or unrecorded or mis recorded work hours.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your supervisor any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

#### **4.12 Pay for Mandatory Meetings/Trainings**

Nonexempt employees will be compensated at their regular rate of pay for their mandated and job-related attendance at meetings, lectures, and training programs. Any hours in excess of eight in a day or 40 in a week will be paid at overtime rates in accordance with this policy.

#### **4.13 Accommodations for Nursing Mothers**

Grossmont Healthcare District is required by law to provide requesting employees who are nursing mothers with certain accommodations to express milk. Accordingly, the District will provide nursing mothers with:

- Reasonable break time to express milk for their infant child each time the mother has the need to express milk; and
- A private room or other location, other than a restroom, in close proximity to their work area that is shielded from view and free from intrusion, to express breast milk.

##### Requesting Accommodation

If you have the need for accommodation, contact your manager. If the District cannot provide break time or a location that complies with the above, the District will provide you with a written response.

##### Break Times

Regarding break times, employees may use regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

##### Lactation Room or Location

The provided lactation room or location will:

- Be safe, clean, and free of hazardous materials.
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit.
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Multipurpose rooms may be used as lactation space if they satisfy the above requirements; however, use of the room for lactation purposes must take priority over other uses.

##### Milk Storage

Expressed milk can be stored in a shared company refrigerator. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also elect to bring a personal cooler for storage.

##### Retaliation

The District will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

##### Right to File Complaint

If you feel the District is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the District to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

Under certain circumstances, the District may be relieved of the duty to provide all or some of the above benefits if doing so would impose an undue hardship on the District.

#### 4.14 Business Expenses and Allowances

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at Grossmont Healthcare District.

**Approved business expenses** are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal District procurement processes.

District-related employee-paid expenses that are not covered by an allowance will be reimbursed to the employee if all the following conditions are met:

1. Expenditures were approved by the employee's supervisor and in accordance with District Purchasing Policy,
2. Expenditures were ordinary and necessary for conducting district business,
3. Receipts supporting the amounts to be reimbursed are attached to a reimbursement form.
4. Request for reimbursement is made within 30 days of the purchase(s).

Management staff are provided a **cellular telephone allowance**. All other employees are eligible for the allowance on a case-by-case determination by the manager of the employee's department and approved by the CEO depending on the nature of the work the employee performs, and the need to maintain contact with the employee during work hours and non-work hours. This policy is intended to accommodate changes and advances in wireless handheld communication technology, and to limit the number of eligible employees to those where a business necessity exists. Employees meeting the following criteria will generally be considered eligible:

1. Employees responsible for facilities and critical systems with the potential to be called after hours; and
2. Employees who spend a considerable amount of time out of the office on District business.

Eligible employees are responsible for purchasing their own cell phone, establishing a service plan, and paying the monthly statement for their service plan and any other costs associated with cell phone ownership and maintenance. Lost or stolen cell phones, as well as problems with the service or equipment, should be reported to the service provider. Employees must retain an active cell phone while receiving an allowance. Since the employee owns the cell phone, there is no restriction on personal use.

The allowance is established with consideration to both the cost of monthly service plans as well as the amortized cost of standard equipment. The monthly allowance for cell phones is \$50. The allowance will be provided to employees through the payroll system, coinciding with the ~~first~~<sup>second</sup> pay period ~~of~~<sup>in</sup> the month ~~following the month~~ of use. The allowance is provided as a non-accountable, and as such, reportable to the IRS by the District and the employee, and subject to income and payroll tax withholding. The allowance is not an increase in base pay and will not be included in calculations of salary increases or retirement benefits.

Employees shall not drive a motor vehicle while using a cell phone unless the device is enabled to allow hands-free listening and talking, and is used in that manner while driving.

A **travel allowance** is provided to employees that frequently conduct District business at locations other than the District campus. Eligibility is determined on a case-by-case basis by the manager of the employee's department and approved by the CEO depending on the nature of the work the employee performs, and the need to use a personal vehicle and incur travel costs to conduct District business at remote sites.

The allowance is provided in lieu of reimbursement for mileage and actual travel costs incurred for transportation within the metropolitan area. Eligible employees will also receive reimbursement for travel outside the metropolitan area (e.g., airfare, lodging, meals, and incidentals) in addition to the monthly travel allowance.

The monthly allowance for travel is \$100. The allowance will be provided to employees through the payroll system, coinciding with the ~~first-second~~ pay period ~~of in~~ the month ~~following the month~~ of use. The allowance is provided as a non-accountable, and as such, reportable to the IRS by the District and the employee, and subject to income and payroll tax withholding. The allowance is not an increase in base pay and will not be included in calculations of salary increases or retirement benefits.

#### **4.15 Travel Expenses**

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Grossmont Healthcare District.

Travel expenses are the reasonable and necessary expenses incurred by employees and directors when traveling on approved Grossmont Healthcare District business trips. Travel is limited to business activities for which other means of communication are inadequate and for which prior approval from your manager has been received.

Employees should use the most efficient and cost-effective means of transportation for business-related travel.

##### Advances

The District does not generally provide cash travel advances. Normally, all travel, whenever possible, is paid in advance of travel with a District credit card. For travel not paid in advance, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

##### Travel Expenses

The District pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Business supplies and services.
- Associated reasonable gratuities.
- Other expenses necessary to achieve the business purposes.

##### Air Travel

Use economy when traveling on District business. In addition, employees shall not use private, noncommercial aircraft or chartered aircraft.

When practical, airfares are to be charged to company credit cards.

##### Hotels

Neither in-room movies nor refreshment bars are approved District expenses.

##### Insurance

The District does not pay for personal travel insurance for employees.

### Rental Cars

You are required to elect insurance coverage (comprehensive/collision) with the rental company. The District already has non-owned vehicle liability insurance with SDRMA (Special District Risk Management Authority). Available reasonable transportation is to be used.

### Personal Vehicles

When using your own vehicle for business purposes:

1. You must maintain insurance coverage as required by law.
2. Travel between your home and primary office is not considered to be business travel.
3. You may not use your personal vehicle for business travel without authorization.
4. If necessary, every attempt should be made to utilize the use of courier and delivery services instead of performing those services yourself, in order to avoid hazard of liability and the time away from work.
5. If the length and duration of travel is such that traveling by vehicle (mileage + meals + lodging) is more expensive than using economy-airfare, this option should not be used.
6. You will be reimbursed for personal vehicle use for business travel at the standard IRS mileage rate.

The Chief Executive Officer must authorize any deviation from this policy.

### Reporting

Report approved expenses on the District's expense report form and must include a description of the expense, its business purpose, date, place, and the participants.

### Travel Reservations

When booking airline travel, rental cars, and hotels, employees are required to make the most cost-effective travel arrangements.

## **4.16 Reporting Time Pay**

Grossmont Healthcare District provides reporting time pay to nonexempt employees in all circumstances required by applicable law, including when you report to work for your scheduled shift but are not put to work or are provided with less than half of your usual or scheduled day's work. Reporting time pay may also be available for employees who are asked to call in or verify whether they will be required to work through online resources. Reporting time pay will be paid at your regular rate of pay. Reporting time pay for hours not actually worked is not counted for purposes of determining overtime.

Reporting time pay is not provided under certain circumstances, including, but not limited to:

1. When District operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue.
2. When there is an interruption of work caused by a public utilities' failure to supply electricity, water, or gas, or there is an interruption of work caused by a failure in the public utilities or sewer system.
3. When the interruption of work is caused by an "act of God" or other cause outside of the employer's control, such as an earthquake.

Speak with your manager for more information regarding reporting time pay.

## **4.17 Travel Time Pay**

Some nonexempt positions within Grossmont Healthcare District require travel. If you are nonexempt and are required to travel in the course of conducting your work, you will be paid in the following way:

- If you report to the workplace and then are required to travel to another site to work for the day, travel time to the assigned workplace will be paid.

- When you are required to report to a site other than your regular work site, and you go directly to that site without first going to the regular workplace, the District will pay travel time for any time in excess of your normal commute time to the regular site.
- If you are required to travel to a distant workplace, you will be paid travel time in addition to time worked.
- Your travel hours are "hours worked" for the purposes of calculating overtime.

#### **4.18 Wage Disclosure Protection**

In accordance with California law, Grossmont Healthcare District will not:

- Prohibit you from:
  - Disclosing your own wages;
  - Discussing the wages of others; or
  - Inquiring about another's wages.
- Require you to sign a waiver or other document that proposes to deny you the right to disclose the amount of your wages.
- Discharge, formally discipline, or otherwise discriminate or retaliate against you for disclosing the amount of your wages.

However, if you have access to or knowledge of the private compensation information of other employees as a part of your role and essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by the District; or
- Consistent with the legal duty of the District to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to CAO or CEO.

Nothing in this policy will be enforced to interfere with, restrain, or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Criminal Activity/Arrests**

Grossmont Healthcare District will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the District, whether on or off District property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

### **5.2 Disciplinary Process**

Violation of Grossmont Healthcare District's policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The District encourages a system of progressive discipline depending on the type of prohibited conduct. However, the District is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis

consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the District is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

### **5.3 Exit Interview**

You may be asked to participate in an exit interview when you leave Grossmont Healthcare District. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the District in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

### **5.4 Open Door/Conflict Resolution Process**

Grossmont Healthcare District strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your supervisor and, if necessary, to the Chief Administrative Officer or other upper-level management. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the District, management, its employees, vendors, customers, or any other persons or entities related to the District, bring your concerns to the attention of your supervisor at a time and place that will allow your supervisor to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have already brought this matter to the attention of your supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the Chief Administrative Officer or another executive manager. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.5 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Grossmont Healthcare District is prohibited. The District recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the District should be reported to your manager. Failure to adhere to this policy may result in discipline up to and including termination.

### **5.6 Pay Raises**

Depending on financial health and other District factors, efforts will be made to give pay raises consistent with job performance and the consumer price index. The District may also make individual pay raises based on a change of job position.

Employees are eligible to receive salary adjustments or "merit" increase for favorable performance each year until they reach the maximum of the designated salary range for that classification. Reviews are to be based upon three components: (1) goals set at the beginning of each budget year; 2) specific job standards or "core competencies" of each employee's position, and (3) actions or behavior that are in

accordance with the District's Mission, Vision, and Values. Employees may receive increases of up to 5% based upon meeting these components. Any salary changes due to a merit increase will be effective on July 1 of the next fiscal year.

## **5.7 Performance Evaluation**

Grossmont Healthcare District will make efforts to periodically review your work performance. The performance evaluation process will take place annually, or as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

The performance evaluation process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## **5.8 Position Status Changes**

### **Promotion**

A promotion is an appointment to a position with a higher rate of pay. Employees who receive a promotion will receive either the starting rate in the pay range for their new position, or a minimum of 5% over their current rate of pay, whichever is greater.

### **Out-of-Class Pay**

An out-of-class pay is an appointment by the Chief Executive Officer to temporarily serve in a higher classification. Employees working an out-of-class appointment will receive either the salary for the lowest step in the pay range for their new position, or 5% over their current rate of pay, whichever is greater.

### **Lateral Transfer**

A lateral transfer is an appointment to a different position within the same pay range, in which the employee's salary will remain the same.

### **Demotion**

A demotion is an appointment to a position in a lower salary range, which may result in a decrease in pay.

## **5.9 Post-Employment References**

Grossmont Healthcare District policy is to confirm dates of employment and job title only. With written authorization, the District will confirm compensation information when permissible by applicable law. Forward any requests for employment verification to the CAO.

## **5.10 Resignation Policy**

Grossmont Healthcare District hopes that your employment with the District will be a mutually rewarding experience; however, the District acknowledges that varying circumstances can cause you to resign employment. The District intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### **Notice**

The District requests that you provide a minimum of two weeks' notice of your resignation. If you are in a management position, you are requested to provide a minimum of four weeks' notice. Provide a written

resignation letter to your supervisor. If you provide less notice than requested, the District may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The District reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

### Final Pay

The District will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the District if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

### Return of Property

Return all District property at the time of separation, including cellphones, keys, tools, laptops, credit cards, building access card, key fobs, and identification cards. Failure to return certain items may result in deductions from your final paycheck where state law allows.

## **5.11 Standards of Conduct**

Grossmont Healthcare District wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

1. Violation of the policies and procedures set forth in this handbook.
2. Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
3. Being under the influence of alcohol or unprescribed drugs during working hours on District property (including in District vehicles), or on District business.
4. Inaccurate reporting of the hours worked by you or any other employees.
5. Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the District or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
6. Taking or destroying District property.
7. Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
8. Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
9. Refusal or failure to follow directions or to perform a requested or required job task.
10. Refusal or failure to follow safety rules and procedures.
11. Excessive or unauthorized tardiness or absences.
12. Smoking in nondesignated areas.
13. Working unauthorized overtime.
14. Solicitation of fellow employees on District premises during working hours.
15. Failure to dress according to District policy.
16. Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
17. Engaging in outside employment that interferes with your ability to perform your job at this District.

18. Gambling on District premises.
19. Lending keys or keycards to District property to unauthorized persons.
20. Sleeping during work hours.
21. Unsatisfactory job performance.
22. Inefficiency.
23. Insubordination.
24. Disobedience.
25. Violation of the District's or a department's confidentiality policies, or disclosure of confidential District information to any unauthorized person or entity;
26. Mishandling of public funds;
27. Discourteous treatment of the public or other employees;
28. Any conduct that impairs, disrupts, or causes discredit to the District, the employee's District employment, the public service, or other employee's employment;

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **5.12 Workforce Reductions (Layoffs)**

If necessary based upon business needs, Grossmont Healthcare District management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the District will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

## **6.0 Benefits**

### **6.1 Medical Benefits Eligibility**

The District offers group health insurance benefits through CalPERS, to all eligible employees and their eligible dependents after the plan's defined waiting period. Any part-time employee who works more than his/her scheduled hours does not become a full-time employee as defined in this section unless and until he/she has worked greater than 1,000 hours in any twelve-month period or is/was a CalPERS member at the time he or she began District employment and is not otherwise excluded by Government Code 20305 or by a provision of a contract. Health insurance benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the CalPERS website <https://www.calpers.ca.gov/page/home>.

The District also pays deductibles, copays, and medical expenses not covered by insurance, notwithstanding limitations described within this Benefits section of this Handbook. The District shall pay only for those expenses allowed as a deduction under Internal Revenue Code Section 213.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with the District, you may have the right to continue your health benefits under federal or state law. In such an event, the District will provide you with information about your rights to continue your benefits coverage.

Only those current and former employees and directors of the District with eligible service subsequent to May 31, 1991, are eligible for service under this policy. A separated employee or director is ineligible for future benefits if ineligible upon separation.

Benefits may be canceled or changed at the discretion of the District, unless otherwise prohibited by law.

### **6.2 Medical Insurance**

The District has entered into contracts with CalPERS for the provision of medical insurance. Employees may select from the choice of plans offered by CalPERS under the contracts. The District pays one hundred percent (100%) of the premium and any deductible, copayment, or out-of-pocket expense in excess of \$25.

Reimbursement may be provided for multiple expenses in one submittal provided that the total is more than \$25

### **6.3 Dental Insurance**

The District pays one hundred percent (100%) of the premium and any deductible, copayment, or out-of-pocket expense in excess of \$25. Teeth cleanings are limited to two (2) visits per year. Reimbursement may be provided for multiple expenses in one submittal provided that the total is more than \$25.

### **6.4 Vision Insurance**

The District pays 100 percent of the premium and any deductible, copayment, or out-of-pocket expense in excess of \$25. Reimbursement may be provided for multiple expenses in one submittal provided that the total is more than \$25. In the case of these benefits only, an eligible participant utilizing a CalPERS preferred provider is allowed to submit for direct reimbursement of a co-payment in those cases where the participant has paid the provider directly.

### **6.5 Pharmacy Benefits**

The District has approved the payment of prescription medications and/or eligible medical supplies through its contract(s) with CalPERS. The District pays any deductible, copayment, or out-of-pocket expense in excess of \$25. Reimbursement may be provided for multiple expenses in one submittal provided that the total is more than \$25.

### **6.6 Annual Maximum for Deductible, Copayment, or Out-of-pocket Expenses**

For those eligible for reimbursement of deductible, copayment, or out-of-pocket expenses noted above under Medical, Dental, Vision, and Pharmacy benefits, the District shall pay a maximum of \$3,000 annually per eligible participant, including current employees and Directors as well as their eligible dependents.

### **6.7 Payment to Alternate Insurance Providers**

For those Medical, Dental, Vision and Pharmacy benefits listed above, the District will pay premiums to an alternate insurance company (e.g. a "non-CalPERS contractor") that meets each of the following criteria: (a) the insurance company is licensed to do business in the State of California; (b) the premium does not exceed the amount charged for the same or similar coverage by CalPERS or the District-selected provider; and (c) the employee submits a Request for Payment of Health Benefits form and supporting documentation from the insurance provider.

### **6.8 Reimbursement Procedure**

The Request for Payment of Health Benefits form and instructions for reimbursement are available on the District's network.

### **6.9 Long-Term Care**

The District has approved the payment of premium coverage for full-time employees and directors as well as their spouses, as determined eligible by CalPERS Long-Term Care, under specified circumstances as outlined in the following criteria. A separate eligibility process is required, and employees must apply directly to CalPERS. Eligible employees and Directors shall inform the CEO prior to submitting an application to CalPERS. The Board adopted the following Long-Term Care criteria on 11/21/14:

Retirees - No changes in Long-Term Care benefits for those having retired prior to 11/21/14.

Currently Employed Plan Participants - No changes in Long-Term Care benefits for current employees already covered under the plan as of 11/21/14, but those eligible for post-employment coverage have an annual premium cap of \$3,500 provided by the District (see Table 2.02 below).

Currently Employed, but Not Participating in the Plan - Current employees that have not applied for Long-Term Care coverage as of 11/21/14 are only eligible to apply for the 3-year Plan Option offering from CALPERS (instead of the 10-year plan) at District expense. They are not eligible for post-employment and/or lifetime Long-Term Care benefits. As well, they have an annual premium cap of \$2,000 provided by the District during their employment.

Future Employees - Employees starting with the District after 11/21/14 are only eligible to apply for the 3-year Plan Option offering from CalPERS (instead of the 10-year plan) at District expense. They are not eligible for post-employment and/or lifetime Long-Term Care benefits. As well, they have an annual premium cap of \$1,000 provided by the District during their employment (see Table 2.02 below).

Return of Premium at Death - For employees not currently covered as of 11/21/14 and future employees, the District does not cover the added premium expense for this option.

Additional Coverage at Participants' Own Expense - In the case of any premium cap or reduced plan noted above, all employees have the option to increase coverage at their own expense.

**Table 2.02: Current Long Term Care Coverage**

Board Approval - 11/21/14	Current Retired Employees/Directors (Spouses) as of 11/21/14	Current Employees/Directors (Spouses) - Long Term Care prior to 11/21/14	Current Employees/Directors (Spouses) - Long Term Care after 11/21/14	Future Employees/Directors (Spouses) - Starting with District After 11/21/14
CalPERS Long Term Care offered	Yes	Yes	Yes	Yes
Lifetime Benefit (Eligible after 10 years of employment)	Yes	Yes for Employees. This does not include Directors, as they are no longer eligible for lifetime benefits since 1995, per state law.	No	No
CalPERS Plan Level Authorized	10 year	10 year	3 year*	3 year*
Premium Cap while Employed	None	None	\$2,000/year*	\$1,000/year*
Premium Cap Post-Employment	None	\$3,500/year*	N/A	N/A
*Employees/Directors have the option to increase coverage and/or exceed cap at their own expense. For employees not currently covered and future employees as of 11/21/14 the District no longer covers the option for return of any premiums to an estate upon death.				

If you have any questions about these benefits, you may call CalPERS at (888) CalPERS (or 888-225-7377), or refer to [www.calpers.ca.gov](http://www.calpers.ca.gov) for additional information.

## 6.10 Life Insurance

The District provides group-term life insurance benefits to eligible employees and directors. If you have any questions about this benefit, please contact the CAO.

## 6.11 Retirement

### Public Employees' Retirement System

The District complies with the California Public Employees' Pension Reform Act (PEPRA) and requires eligible employees to participate in the California Public Employees' Retirement System (CalPERS or PERS).

The District contracts with CalPERS with the retirement formula of 3% at 60 for classic members and 2% at 62 for PEPRAs. The definition of classic or PEPRAs member is determined by CalPERS in accordance with applicable law. Most eligible employees become vested after five years of CalPERS employment and upon meeting their retirement age.

For employees hired after December 31, 2025, Classic members pay an eligible employee contribution of 8%. Employees will be required to pay any increases in the employee contribution above the current 8% level for Classic members, as a result of action by CalPERS, the courts, or the state legislature.

PEPRAs members pay one-half of the total "normal cost," as determined by CalPERS, consistent with PEPRAs rules and the District's CalPERS annual actuarial valuation.

Booklets explaining the CalPERS retirement benefits are available on the CalPERS website. Any questions should be directed to CalPERS for clarification. Please refer to [www.calpers.ca.gov](http://www.calpers.ca.gov) for more information.

**Deferred Compensation**

The District provides introductory and regular status employees, and board members, the opportunity to participate in a 457 deferred compensation plan. Effective July 1, 2025, the District will match employee contributions with District contributions of up to \$1,000 per calendar year. The employee determines the investment selection(s), which best fits their needs and risk tolerances. There are risks to investments and the District makes no representations and gives no assurances regarding the history, safety, or potential returns of such investments. The District shall not be responsible for any loss suffered or for any expectations that are not met as a result of any such investments, nor shall the district be required to replace any loss or make up any difference in return which may result from such investments.

**Post-Employment Retirement Benefits**

The above-listed Medical, Dental, Vision, and Pharmacy benefits, as well as Long-Term Care benefits as specified, are offered to eligible former full-time employees hired subsequent to June 1, 1991, [and prior to January 1, 2026](#), who have accrued not fewer than five years' service with the District, not less than ten years' service with CalPERS, and whose employment with the District is separated through retirement, or who retire within 120 days of separation from the District.

[For eligible former full-time employees hired subsequent to January 1, 2026, who have accrued not fewer than five years' service with the District, not less than ten years' service with CalPERS, and whose employment with the District is separate through retirement or who retire within 120 days of separation from the District, the percentage of the District's contribution payable for the postretirement health benefits noted above shall be based on the retiree's completed years of service with CalPERS at retirement as shown in the following tables:](#)

<a href="#">Credited Years of CalPERS Service</a>	<a href="#">Percentage of District Contributions</a>
<a href="#">10</a>	<a href="#">50</a>
<a href="#">11</a>	<a href="#">55</a>
<a href="#">12</a>	<a href="#">60</a>
<a href="#">13</a>	<a href="#">65</a>
<a href="#">14</a>	<a href="#">70</a>
<a href="#">15</a>	<a href="#">75</a>
<a href="#">16</a>	<a href="#">80</a>
<a href="#">17</a>	<a href="#">85</a>
<a href="#">18</a>	<a href="#">90</a>
<a href="#">19</a>	<a href="#">95</a>
<a href="#">20 or more</a>	<a href="#">100</a>

[The District contribution with respect to each eligible retiree shall be adjusted by the District each year. Those adjustments shall be based upon the principle that the District contribution for each eligible retiree](#)

may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each eligible retiree with enrolled family members, the employer shall contribute an additional 90 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year.

The District has established an irrevocable trust with the California Employees' Retiree Benefit Trust Fund administered by CalPERS for the benefit of retirees eligible for post-employment benefits, as specified above. Eligible retired employees and retired directors as well as their eligible family members are not affected by the District policy establishing a maximum for deductions and co-pays.

## **6.12 Gym Membership Reimbursement**

In order for employees ~~and directors~~ to achieve and maintain a healthy lifestyle through physical fitness, the District offers gym membership reimbursement to ~~full-time~~ employees who have been employed with the District for a minimum of twelve months. Full-time employees and directors will be reimbursed up to \$50 per month for eligible gym membership fees and \$25 per month for interns and part-time employees-. Eligible fees include the enrollment cost (if applicable) and annual or monthly fees for an individual membership at a fitness center.

Employees with a family membership must provide documentation of the cost for an individual membership and will be reimbursed based upon the individual membership amount.

Employees will be reimbursed on a monthly basis, regardless of the type of membership (annual or monthly).

Recreational activities, weight-loss programs, smoking-cessation programs, and other similar programs, although encouraged as part of an overall wellness program, do not qualify for reimbursement.

The amount reimbursed to employees will be reported as taxable income to the Internal Revenue Service and is subject to FICA, Medicare, federal, state, and local taxes.

## **6.13 Continuing Education and Tuition Assistance**

### **Training Programs, Meetings, Seminars, and Conferences**

Employees are encouraged to enhance their skills and develop professionally. Attendance at training programs, seminars, conferences, lectures, meetings, or other outside activities qualify as employer-paid working condition fringe benefits if they constitute job-related training and maintain or improve the employee's relevant job skills.

Attendance at such activities, whether required by the District or requested by individual employees, requires advanced written approval from the employee's supervisor. Acceptable expenses generally include hotel room/boardings, registration fees, materials, meals, transportation, and parking and do not include expenses for alcohol. Attendance at authorized events will be considered hours worked and will be compensated in accordance with normal payroll practices.

**Educational Advancement Incentive Program** District encourages and financially assists employees with their educational advancement to improve their job knowledge, skills, and capacities on their present job; to prepare for advancement within District employment; and to assist in an employees' development. Under the provision Internal Revenue Code 127, the district shall reimburse a maximum of Five Thousand Two Hundred and Fifty Dollars (\$5,250) per calendar year for all eligible employees, recognizing that the District Board may establish an annual Budget Cap. Reimbursement shall be made each fiscal year for tuition, registration fees,

textbooks costs (including tax), and laboratory fees. Expenses for parking, travel, meals, and other incidentals are not reimbursable.

Employees who voluntarily terminate their employment with the District within one year after completing the course(s) for which they have received reimbursement up to \$5,250, and within two years for cumulative reimbursements that exceed \$10,500, shall refund the District for the reimbursement on a pro rata basis. Employees leaving the District's employment under a potential layoff resulting from a reduction in force shall not be deemed to be leaving voluntarily for purposes of this policy. This policy does not cover reimbursement of expenses for Training Programs, Meetings, Seminars, and Conferences paid as job-related working condition fringe benefits.

To qualify for the Educational Advancement Incentive Program, course(s) must be either:

1. Related to the employee's work, or
2. Related to District work which the employee can reasonably be expected to perform in the future, or that can reasonably be expected to improve the health and wellness of District residents, or
3. Included in the required or elective curriculum for a degree related to the employee's or District's work which the employee can reasonably be expected to perform in the future.
4. In addition, all of the following requirements must be met:

Course(s) must be taken on the employee's time or during approved time-off,

1. Course(s) must be taken at accredited colleges or universities or approved trade schools; regardless of online or in person attendance.
2. The employee must have completed six months of District service in a regular, full-time position to apply for tuition reimbursement.

Reimbursement shall be made to the employee upon evidence of satisfactory completion of the course(s) with a passing grade or its equivalent. Reimbursement shall not be provided for audited courses, courses taken an additional time(s), or incomplete courses.

### **Educational Assistance for Student Loans**

Employees have the option to apply the Educational Advancement Incentive Program discussed above to pay for principal and interest on an employee's qualified education loan(s). This benefit will be available until December 31, 2025. For additional information, please visit the following website: [Educational Assistance for Student Loans](#).

## **6.14 Employee Assistance Program (EAP)**

Grossmont Healthcare District provides an employee assistance program (EAP) to all eligible full-time employees. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the District.

In certain circumstances, you may be referred to the EAP by your supervisor due to job performance issues.

EAP services can be initiated by contacting the Special District Risk Management Authority (SDRMA) at 800-344-4222. For additional details, please visit the following website: [www.employees.concernhealth.com](http://www.employees.concernhealth.com).

Plan details are described in the Summary Plan Description (SPD).

EAP services are available to eligible participants without charge. However, the cost of any treatment or rehabilitation services you are referred to outside of the EAP is your responsibility if not completely covered by insurance.

Refer to the SPD for plan information and details.

### **6.15 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Grossmont Healthcare District, no matter how slightly, you are to report the incident immediately to your manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

### **6.16 Disability Insurance**

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD ([www.edd.ca.gov](http://www.edd.ca.gov)).

Grossmont Healthcare District will be notified that you have submitted a disability insurance claim.

### **6.17 Paid Family Leave Insurance**

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

## 6.18 Holidays

Grossmont Healthcare District offers regular employees paid holidays each year as dictated by the state of California, [including half days for Christmas Eve and New Year's Eve](#). For additional details, please visit the following website: <https://www.calhr.ca.gov/about-calhr/divisions-programs/personnel-management/leave-benefits/state-holidays/>. Part-time regular employees will receive their regular pay if they are normally scheduled to work on a holiday.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

When an official holiday falls on a Saturday, Library staff scheduled to work that Saturday observe the Saturday holiday in addition to the observation on the preceding Friday.

If a holiday falls on your regular day off, ask your supervisor how it affects you.

## 6.19 Floating Holiday

Employees are provided with one floating holiday at the beginning of each calendar year (January). An employee's floating holiday allotment and pay is based on their date of hire, [status at the time the employee takes the floating holiday \(i.e., part time, or full time\), regularly scheduled work hours and length of service](#), as discussed in this policy. The District does not require employees to use holidays for specific events.

A new employee hired before the end of the first half of the calendar year will receive one floating holiday upon hire; a new employee hired during the second half of the calendar year will receive half a floating holiday upon hire. Employees will receive one floating holiday upon the first January 1 of employment and each January 1 thereafter to be used during the calendar year.

Employees should provide their supervisor with as much advance notice as possible and must obtain approval prior to using a floating holiday. Employees should record their floating holiday time in accordance with company policy.

Floating holiday pay is calculated at the employee's base rate of pay in effect at the time when the floating holiday was allotted.

Unused floating holidays may not be carried forward from year to year. Any unused floating holidays will be forfeited at the end of the calendar year. Upon separation of employment floating holidays will not be paid.

## 7.0 Leave

### 7.1 Military Leave (USERRA)

Grossmont Healthcare District complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to the CAO. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the CAO.

## 7.2 Paid Time Off (PTO)

Grossmont Healthcare District provides eligible employees with paid time off (PTO). The benefits of PTO are that it promotes a flexible approach to time off by combining vacation, sick and personal leave. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

### Eligibility

All Full-Time employees will receive a pro-rated allotment of the first six months of PTO immediately upon hire. After six months, PTO will accrue based on the schedule below.

### Deposits Into Your Leave Account

PTO is calculated based on your employee classification and years of service completed. Note: PTO may accrue at different rates for management positions.

Regular Full-Time employees will accrue PTO according to the following schedule:

Years of Service Completed	Earned PTO Days/Hours Per Year	
1 through 5	24	192
6 through 9	29	232
10 through 19	32	256
20 and greater	36	288

~~Regular-Part-Time, temporary, and seasonal employees and interns~~ will accrue two hours of PTO for every thirty hours worked.

~~All other employees (temporary, seasonal, interns) will accrue one hour of PTO for every thirty hours worked.~~

### Leave Usage and Requests for Leave

The District encourages you to use your PTO time. You are eligible to begin using PTO as soon as it is earned.

If your need for leave is foreseeable, you must request PTO from your manager as far in advance as possible, but at least two weeks in advance. If unforeseeable, provide notice as soon as practical. The District will generally grant requests for PTO when possible, taking business needs into consideration.

You must take PTO in increments of at least 15-minutes.

### Compensation

If you are nonexempt, you will be compensated for PTO at your regular rate of pay. If you are exempt, you will be compensated for PTO in the same manner as the District calculates wages for other forms of paid leave time.

### During a Leave of Absence

The District may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, or federal law.

You will not accrue PTO during unpaid leaves of absence or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

### Carryover

Up to 480 hours (60 days) of unused PTO may be carried over to the following calendar year. All unused time in excess of 480 hours will be paid out at the beginning of the following calendar year at the employee's regular rate of pay.

### Cash Out

Under an unforeseeable hardship or emergency, the CEO may approve in writing the allowance of payment for earned vacation as long as the employee has used 5 days of PTO in the last 12 months. The employee must provide justification for the emergency and submit a written irrevocable election form to cash out the PTO. A hardship or emergency is an unplanned or unforeseen financial expense that is beyond the employee's means to manage.

### Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused PTO time.

### Interaction with Other Leave

PTO will run concurrently with other types of leave when permitted under applicable law.

### Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

## **7.3 Personal Leave of Absence**

Grossmont Healthcare District recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

### Eligibility

All regular employees employed for at least one year are eligible to apply for an unpaid personal leave of absence.

### Requesting Leave

Requests for unpaid personal leave must be submitted to the CEO in writing at least two weeks in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the District.

You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

PTO, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

### Benefits While on Leave

Your District-provided health benefits will be continued at the same level and under the same conditions as prior to the leave, for up to two weeks as shown in the benefit plan document. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds two weeks as shown in the benefit plan document, or you fail to pay your premium payment in a timely manner, the District will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

#### Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least one week in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the District denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

#### Return to Work

In advance of your scheduled return date, your supervisor will arrange for you to resume your previous position, if available. However, the District's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The District retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

#### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

#### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the District. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### **7.4 Bereavement Leave**

Grossmont Healthcare District will provide eligible employees up to five days of paid bereavement leave in accordance with the California Fair Employment and Housing Act.

#### Eligibility

To be eligible for bereavement leave, you must be employed by the District for at least 30 days prior to the start of leave.

#### Reasons for Leave

Eligible employees may take bereavement leave for the death of a family member.

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
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### Use of Leave

Eligible employees will be provided up to five days of paid bereavement leave in the event of the death of a family member.

The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

Bereavement leave will run concurrently with other federal/state laws where permitted by law.

### Notice

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

You may be required to provide reasonable documentation of your need for leave. This may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government. If requested, this documentation must be provided within 30 days of your first day of leave.

All information received by the District regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

### Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

## **7.5 Bone Marrow and Organ Donation Leave**

Grossmont Healthcare District will provide employees, who have been employed with the District for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

The District will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Before taking paid leave under this policy, you must first use two weeks of accrued sick or vacation time when donating an organ, or five days accrued sick or vacation time when donating bone marrow

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave.

The District will not retaliate against employees who request or take leave in accordance with this policy.

## **7.6 California Family Rights Act (CFRA) Leave**

Grossmont Healthcare District provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

### Eligibility

To be eligible for CFRA leave:

- You must have been employed for at least 12 months (52 weeks) with the District prior to beginning CFRA leave; and
- You must have worked for the District for at least 1,250 hours during the 12-month period immediately before the leave is to start.

### Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth, adoption, or foster care placement of a child.
- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Designated person** means any person related to you by blood or whose association to you is the equivalent of a family relationship.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

You may identify your designated person at the time you request CFRA leave. You are limited to one designated person per 12-month period for leave.

### Leave Usage

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is the 12-month period measured forward from the day CFRA leave began.

You may elect to use accrued paid time off that you are eligible to take during the otherwise unpaid portion of the CFRA leave. If the CFRA leave is for your own serious health condition, the District may require use of accrued PTO, unless you are receiving State Disability Insurance.

CFRA leave will run concurrently with other federal/state laws where permitted by law.

### Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

### Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt District operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

### Certification

Where leave is requested for your own or a covered family member's serious health condition, the District may require you to provide certification from your own or the District's health care provider.

If leave is for your own serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The District may require subsequent recertification of your own serious health condition if additional leave is required.

If the District has reason to doubt the validity of the certification provided, the District may require, at its own expense, that you obtain a second opinion from a health care provider designated or approved by the District. If the second opinion differs from the original certification, the District may again require, at its own expense, that you obtain a third opinion from a different health care provider designated or approved jointly by you and the District. The third opinion will be considered final and binding.

### Return to Work

If you take leave for your own serious health condition, you must obtain certification from your health care provider when you are able to resume work.

### Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

### Benefits

If the District provides you with health benefits under a group health plan, the District will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.

### Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the District may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

### Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

## 7.8 Jury Duty Leave

Grossmont Healthcare District encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for absence due to jury duty. If you are classified as nonexempt, you will be compensated for time spent on jury duty at your regular rate of pay.

The District reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The District will not retaliate against employees who request or take leave in accordance with this policy.

## 7.9 Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth, or a related medical condition, Grossmont Healthcare District will provide you with up to four months of unpaid pregnancy disability leave (PDL).

### Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A **pregnancy-related disability** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

### Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your manager about your eligibility for these leaves.

### Notice and Leave Request Process

#### Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide

appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

### Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

### Leave Request Process

To request leave under this policy, obtain a leave request form from the CAO and return the completed form to the CAO. If the need for leave is unforeseeable and you will be absent more than three days, contact your supervisor by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

### Call-In Procedures

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

### Paid Leave Utilization During Pregnancy Leave

You will be required to use available PTO during PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

### Certification and Fitness for Duty Requirements

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the District, you may also be required to obtain a second and third certification from another health care provider at District expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

### Temporary Transfer and Other Accommodations

If you are suffering from a pregnancy-related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the District. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The District may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

### Benefits

If the District provides you with health benefits under a group health plan, the District will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your

pregnancy disability leave, the District may recover the payment for your premiums under certain circumstances.

### Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the District. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

### False Reason for Leave

You will be terminated if you provide a false reason for a leave.

### Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

## **7.10 Reproductive Loss Leave**

Grossmont Healthcare District will provide eligible employees up to five days of unpaid reproductive loss leave in accordance with the California Fair Employment and Housing Act.

### Eligibility

To be eligible for reproductive loss leave, you must:

- Be employed by the District for at least 30 days prior to the start of leave.
- Experience a qualifying reproductive loss event.

**Reproductive loss event** means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

### Reasons for Leave

Reproductive loss events include:

- A **failed adoption**, which means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. To be a qualifying event, you must be a person who would have been a parent of the adoptee if the adoption had been completed.
- A **failed surrogacy**, which means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. To be a qualifying event, you must be a person who would have been a parent of a child born as a result of the surrogacy.

- A **miscarriage**. To be a qualifying event, the miscarriage must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- A **stillbirth**. To be a qualifying event, the stillbirth must result from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- An **unsuccessful assisted reproduction**, which means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. To be a qualifying event, the unsuccessful assisted reproduction event must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.

### Use of Leave

Eligible employees will be provided up to five days of unpaid leave for a reproductive loss event. The five days of leave do not have to be taken consecutively.

Leave must be completed within three months of the event entitling you to leave. If you experience more than one reproductive loss event within a 12-month period, the maximum amount of reproductive loss leave you can take in a 12-month period is 20 days.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid reproductive loss leave.

Reproductive loss leave will run concurrently with any other leave entitlement when permissible under applicable law.

### Notice

Provide notice of your need for reproductive loss leave as soon as practical.

All information received by the District regarding your request for reproductive loss leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

### Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

## **7.11 School Disciplinary Leave**

Grossmont Healthcare District will provide eligible employees with unpaid leave, where permitted by law, to appear at their child's school if the child has been suspended and, for reasons specified in the California Education Code, they have been requested to attend a portion of a school day in the classroom of their child or ward.

### Eligibility

All employees who are the parent or guardian of a student are eligible for school disciplinary leave.

### Notice

You must provide documentation from the school of your need to take school disciplinary leave.

### Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

## **7.12 Voting Leave**

If your work schedule prevents you from voting on Election Day, Grossmont Healthcare District will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager, consistent with applicable legal requirements.

## **7.13 Witness Leave**

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give Grossmont Healthcare District reasonable advance notice.

# **8.0 General Policies**

## **9.0 Safety and Loss Prevention**

### **9.1 Drug and Alcohol Policy**

Grossmont Healthcare District is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the District to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

#### Prohibited Conduct

The District expressly prohibits employees from engaging in the following activities when they are on duty or conducting District business or on District premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The District does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the District Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

#### Searches

In order to promote a safe, productive, and efficient workplace, the District has the right to search and inspect all District property, including but not limited to lockers, storage areas, furniture, District vehicles, and other places under the common control of the District and employees. No employee has any expectation of privacy in any District building, property, or communications system except as otherwise provided by law (e.g., under California Government Code section 3309).

## Drug and Alcohol Testing

The District has discretion to test for alcohol or drugs in the following instances. Refusal to submit to a District-mandated alcohol or drug test may be cause for discipline, up to and including termination.

### 1. Reasonable Suspicion Testing

The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees reasonably suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the CAO or their designee.

“Reasonable suspicion” is based on objective factors, such as behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If drugs or alcohol may have played a role in an accident involving District property or equipment, that will also constitute reasonable suspicion.

In order to receive authority to test, the manager must record the factors that support reasonable suspicion and discuss the matter with the CAO or their designee or the department head. If there is a reasonable suspicion of drug or alcohol abuse, the employee will be relieved from duty and placed on sick leave or other paid leave until the test results are received.

### 2. Post-Accident Testing

The District may require alcohol or drug screening following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from the accident or violation, provided that the “reasonable suspicion” factors described above are present.

### 3. Pre-Employment Testing

Pre-employment drug testing (bodily fluid test) may be conducted for full time, part time, and volunteers in safety-sensitive positions and/or positions responsible for the safety of children. . All offers of employment/appointment are condition on a negative drug test result.

### 4. Effective January 1, 2024, drug testing which includes screening for cannabis may only test for the presence of THC in the individual’s bodily fluids, and may not include any test for non-psychoactive cannabis metabolites. This limitation does not apply to positions that require a federal government background or security clearance, employees who are required to participate in the City’s “Federally Mandated Commercial Driver’s License Holders Drug/Alcohol Testing Education Program,” or employees in the building and construction trades.

## Employer-Sponsored Events

From time to time, the District may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

## Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **9.2 General Safety**

It is the responsibility of all Grossmont Healthcare District employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the District health and safety rules. Failure to do

so may result in disciplinary action, up to and including termination of employment. The District also requires that all occupational illnesses or injuries be reported to your manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

### **9.3 Workplace Tobacco Usage**

Grossmont Healthcare District is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is prohibited in the following:

- District facilities (library, conference center, courtyard etc.).
- District vehicles.
- Restrooms.
- Areas where signs are posted prohibiting smoking.

The District also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas.

### **9.4 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Grossmont Healthcare District, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior. In accordance with California Senate Bill 553 (SB 553), the District established a Workplace Violence Prevention Plan (WVPP) which is available on the District's network.

#### **Zero Tolerance Policy**

The District has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on District property or while performing District business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### **Reporting Incidents of Violence**

Report to your supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your supervisor, CAO, or.

## **10.0 Trade Secrets and Inventions**

### **10.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Grossmont Healthcare District employees are required to protect the confidentiality of hospital related sensitive information (i.e., patient health information, names, email addresses, social security numbers, health plan beneficiary numbers, prescription medication details, laboratory results, Sharp HealthCare financial data, etc.). Access to this information should be limited to a "need to know" basis and shall not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your supervisor.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

### **10.2 Inventions**

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Grossmont Healthcare District, is a "work for hire" and is the property of the District.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the District, you are required to obtain a written waiver of this policy, signed by both you and the CEO.

### **10.3 Computer Security and Copying of Software**

Software programs purchased and provided by Grossmont Healthcare District are to be used only for creating, researching, and processing materials for District use. By using District hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable District policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the District, or developed by District employees or contract personnel on behalf of the District, is and will be deemed District property. It is the policy of the District to respect all computer software rights and to adhere to the terms of all software licenses to which the District is a party. The CAO is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the District to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the District must be purchased through the District's standard Purchasing Process. If you have any questions, please contact the CAO.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the District.

## **10.4 Technology, Internet, and Electronic Communication**

All employees must utilize the District's computers, mobile devices, internet, and electronic communication systems in a legal, ethical, and appropriate manner. All employees must act to secure and protect the integrity of data that resides within the District's technology infrastructure and to prevent this data from being accessed and deliberately or inadvertently stored, transferred, or carried on an unsecured computer, mobile device, or over an unsecured network.

All devices connected to a District managed or unmanaged network, used to backup, store, or otherwise access District data of any type, must comply with this policy. This includes devices outside of the District's direct control such as personal mobile devices. Prior to initial use on the District network or related infrastructure, all devices must be registered with the District's information technology (IT) consultant or Administrative Department.

### Definitions

1. Devices: Desktop, home, or personal computers (PCs), laptops, notebooks, tablets/iPads, or cellular phones used to access District resources and any mobile device capable of storing District data and connecting to an unmanaged network.
2. Electronic Communication: All forms of the District's electronic communication systems and equipment used currently or in the future including computers, e-mail, connections to the internet and other networks, voicemail, facsimiles, and telephones.
3. User: Anyone who uses the District's internet and electronic communication systems.

### User Responsibilities

1. Use reasonable physical security measures with all mobile devices.
2. Password-protect all devices; do not leave passwords unsecured or share them.
3. Install up-to-date anti-virus and anti-malware software on any non-District devices used to connect to the District's network.
4. Do not modify District software or install applications without permission.
5. Immediately report any unauthorized data access, data loss, and/or disclosure of District resources, databases, networks, etc.
6. Immediately report any lost or stolen devices.
7. Permanently erase all District related e-mail, data, and files from devices when no longer needed and/or after required retention period.
8. Be aware of the possibility of electronic transmissions being used for litigation or public records requests.
9. Delete messages received that were intended for others and inform the sender.
10. Keep personal use to a minimum.

See full list of "Prohibited Activities" (below) including, but not limited to, streaming, chain letters/e-mails, and gambling.

### No Expectation of Privacy

No user should have any expectation of privacy with respect to information transmitted, received, or stored in any electronic communications systems or equipment owned, leased, or operated in whole or in part by,

or on behalf of, the District. The District has a right to monitor all aspects of its computer systems and equipment usage, such monitoring may occur at any time, without notice, and without the user's permission.

### Limited Personal Use

Personal use is any use that is not job related. Access to the internet through the District's network is a privilege and carries responsibilities reflecting responsible and ethical use. Employees may use the District's electronic communications system for personal use provided personal use is limited and kept to a minimum. Personal use cannot interfere with the user's productivity or work performance or with any other employee's productivity or work performance. Personal use cannot be illegal, unethical, inappropriate, or in violation of any District policies. In addition, personal use cannot adversely affect the efficient operation of the District's electronic communication systems.

### Prohibited Activities

Prohibited activities taken on District devices and electronic communication systems that are grounds for disciplinary action include, but are not limited to:

1. Accessing, transmitting, downloading, printing, or storing information with sexually explicit, pornographic, or obscene content.
2. Downloading or transmitting fraudulent, threatening, intimidating, inflammatory, defamatory, harassing, discriminatory, or otherwise unlawful messages or images.
3. Using the District's electronic communications system in any manner that violates the District's discrimination or harassment policies or commitment to equal employment opportunity.
4. Using the District's electronic communications system for a purpose that is found to constitute, in the District's sole and absolute discretion, a commercial use that is not for the direct benefit of the District.
5. Using the District's electronic communications system in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.
6. Slogging or spamming on District computers.
7. Transmitting, displaying, storing, or inviting receipt of messages or information which involves election campaigning, requests for charitable or political contributions, advocating one's personal religious beliefs, or any other activity that would constitute solicitation in the workplace.
8. Initiating or sustaining chain letters.
9. Direct and indirect use of the Internet and District electronic equipment for participation in any gambling or wagering activities of any kind.
10. Publishing links from the District's web page, or posting the District logo, on any employee's personal website or web page without prior written consent.
11. Installing personal software applications, including programs and screensavers, to any District computer without the prior authorization of District management.
12. Copying, transmitting, storing, displaying, or inviting receipt of messages or information that contains confidential, proprietary, or sensitive information pertaining to the District including, but not limited to, engineering, security and safety, human resources, or legal issues.
13. Reading, recording, copying, or listening to messages or information delivered to another employee's e-mail or voicemail without authorization.
14. Sending messages with content that conflicts with any District policies, rules, or other applicable laws.
15. Any use that would be offensive to a reasonable person.

### Access Control and Inspection

The District reserves the sole discretion to allow, refuse, or limit, the ability to connect any devices to a District network or infrastructure. The District can and may establish audit trails of use without notice. Such trails will be used to track the attachment of an external device to a PC, and the resulting reports used for investigation of possible breaches or misuse. Access and/or connection to District networks may be monitored to record dates, times, duration of access, etc., in order to identify unusual usage patterns or other suspicious activity. This is done to identify accounts/computers/mobile devices that may have been compromised by external parties. In all cases, data protection remains the District's highest priority. The District reserves the right, through policy enforcement and any other means necessary, to limit the ability to transfer data to and from specific resources on the District network.

## Security

The District will manage security, network, application, and data access centrally using suitable technology. Any attempt to contravene or bypass said security will be deemed an intrusion attempt and access will be terminated. All devices and software for network and data access shall use secure data management. This includes the secure physical control of devices containing District data. In the event of a lost or stolen device, the device will be remotely wiped of all data and locked to prevent access. The District may also remove data deemed inappropriate at its sole discretion. Passwords and other confidential data, as determined by the IT or Administrative Department, are not to be stored unencrypted on mobile devices. All devices must be protected by a password, and all data stored on the device must be encrypted. Anti-virus software on any additional machines, such as a home PC, that access District data must be up to date and is the sole responsibility of the user. All connections to the District network through an unmanaged network (i.e., the Internet) will be inspected by the District. Devices representing any threat to the District network or data will not be allowed to connect. Laptops, PCs, or iPads may only access the District network and data using a Secure Socket Layer (SSL) Virtual Private Network (VPN) connection.

The District will include as part of its orientation process for new employees and board members the "do's and don'ts" of good computer protocols, including the danger of opening an attachment from any source that may be fraudulent or opening a file from an unknown source.

## Hardware/Software

The addition of new hardware, software, and/or related components to provide additional mobile device connectivity will be managed and approved at the sole discretion of the District. Non-approved use of mobile devices to backup, store, and otherwise access any District-related data is prohibited. Modifications of any kind to District-owned and installed hardware or software or installation of mobile applications, without the express approval of the District, are prohibited. This includes, but is not limited to, any reconfiguration of the mobile device. The District will support approved hardware and software but the District is not accountable for conflicts or problems caused by the use of unsanctioned media, hardware, or software.

Any concerns that an employee has about the propriety of using the District's electronic communications system that are not specified in this policy should be promptly brought to the attention of the CEO.

## **10.5 Employer Sponsored Social Events**

Grossmont Healthcare District holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a manager prior to the event. Team building activities are considered District business and therefore not a social event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi, ride sharing company (i.e., Uber, Lyft, etc.) or appoint a designated driver.

## **10.6 Nonsolicitation/Nondistribution Policy**

Grossmont Healthcare District prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

### Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

### Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the District's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Nonemployees are not permitted to distribute materials on company premises under any circumstances.

### Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

### Reporting Violations

If you become aware of violations of this policy, report them to your supervisor.

We appreciate your cooperation in maintaining a respectful and focused work environment.

## **10.7 Off-Duty Use of Employer Property or Premises**

You may not use Grossmont Healthcare District property for personal use during working time. You are responsible for returning District property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, District products, or office supplies for personal use without prior authorization.

It is District policy to control off duty and nonworking hour use of District facilities either for business or personal reasons. You are prohibited from using District facilities during off duty or nonworking hours without the written consent of your supervisor.

## **10.8 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Grossmont Healthcare District. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. Use common sense and good judgment in determining what to wear to work.

Examples of inappropriate attire include: tank-tops, halter-tops, midriff-baring tops, low cut tops, tops with spaghetti straps, tube-tops, sweats, shorts, tennis shoes, flip flops, thong type sandals, or other informal or inappropriate attire. Profane or disrespectful messaging is never allowed.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The District, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the District. Contact your supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## 10.9 Personal Data Changes

It is your obligation to provide Grossmont Healthcare District with your current contact information, including current mailing address and telephone number. You should also inform the District of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other documents. To make changes to this information, contact the CAO.

## 10.10 Security

All employees are responsible for helping to make Grossmont Healthcare District a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your manager immediately. Refrain from discussing specifics regarding District security systems, alarms, passwords, etc. with those outside of the District.

Immediately advise your manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the District. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

## 10.11 Social Media

Grossmont Healthcare District acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

- Pose risks to the District's reputation, and brand;
- Expose the District to discrimination, harassment, and other claims; and
- Jeopardize the District's compliance with public agency rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the District's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

### Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the District or not.

### Use Good Judgment

While the District respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, healthcare partner, constituent, resident, supplier, investor, government regulatory agency. As such, any social media activity, even from your personal account, reflects on the District as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

### Guidelines for Posting on Social Media

When posting:

- Do not post District related business on your personal social media that allows for public response. If you inadvertently receive a response, it cannot be removed. You cannot silence public opinion based on content or viewpoint.
- Protect trade secrets, intellectual property, and confidential information related to the District.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.

- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the District as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use the District's email addresses to register on social media platforms for personal use.
- If you identify yourself as an employee of Grossmont Healthcare District on your personal account and are posting about the District, make it clear that your views are your own and that you are not speaking on behalf of the District.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your supervisor or consistent with policies that cover equipment owned by the District.

### Media Contacts

If you are not authorized to speak on behalf of the District, do not speak to the media on behalf of the District. Direct all media inquiries for official District responses to the CEO or Chief Community Health Officer (CCHO).

### Retaliation

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

### Violations

Violations of this policy may result in discipline, up to and including termination.

This policy does not limit employees' rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

## **10.12 Telecommuting**

Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site.

Grossmont Healthcare District will make telecommuting available to employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. Each department manager will determine, in his or her discretion, the positions within the department that may be suitable for telecommuting.

If you meet eligibility requirements for telecommuting, you must submit a Telecommuting Agreement form to your immediate manager for departmental approval. If you are granted a telecommuting arrangement, you will be subject to the same performance standards as prior to telecommuting. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be a reasonable accommodation; consult the CAO if you are requesting telecommuting as a reasonable accommodation. If you are approved to work from home and require additional accommodations, please contact the CAO.

## **10.13 Third Party Disclosures**

From time to time, Grossmont Healthcare District may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the District and should refer any call requesting the position of the District to the CEO or CCHO.

## 10.14 Workplace Privacy and Right to Inspect

Grossmont Healthcare District property, including but not limited to lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of the District and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on District premises including those kept in lockers and desks.

## 10.15 Access to Personnel and Medical Records Files

Grossmont Healthcare District maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. All employees have the right to inspect and receive a copy of their personnel records, as defined by Labor Code section 1198.5. The District will make such records available for inspection and/or to receive a copy within 30 calendar days of a written request. Payroll records will be made available to inspect or receive a copy within 21 calendar days of a verbal or written request.

All requests by an outside party for information contained in your personnel file will be directed to the CEO, which is the only authorized person to give out such information.

## Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful District and a safe, productive, and pleasant workplace.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Executive Officer  
Grossmont Healthcare District

\_\_\_\_\_  
Name: \_\_\_\_\_  
Board President  
Grossmont Healthcare District

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Grossmont Healthcare District Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the District has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Chief Executive Officer of the District. I also understand that any delay or failure by the District to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the District or affect the right of the District to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized District representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized District representative) that conflicts with the terms of this handbook, I understand that the terms of the employment agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA) or the Meyers-Milias-Brown Act. This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), California Public Employment Relations Board (PERB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Grossmont Healthcare District.

If I have any questions about the content or interpretation of this handbook, I will contact the CAO.

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Signature

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Date

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Print Name