

# COAST LIFE SUPPORT DISTRICT



## EMPLOYEE HANDBOOK

Employee Handbook revision dated June 24, 2013

Submitted by:

\_\_\_\_\_  
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Approved by:

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Coast Life Support District

# TABLE OF CONTENTS

|   |    |
|---|----|
| INTRODUCTION.....   | 6  |
| Section 1 GETTING STARTED.....  | 7  |
| Section 1.1 Purpose of Handbook.....  | 7  |
| Section 1.2 Employment At-Will.....   | 7  |
| Section 1.3 Immigration Law Compliance.....   | 7  |
| Section 1.4 Employee Classification.....  | 7  |
| Section 1.4.1 Full-Time Employees.....  | 7  |
| Temporary Full-Time Employees.....  | 7  |
| Part-Time / On-call employees.....  | 8  |
| Contingency Status.....   | 8  |
| Non-Exempt Employees.....   | 8  |
| Exempt Employees.....   | 8  |
| Section 1.5 Employment Requirements.....  | 8  |
| Section 1.6 Probationary Period.....  | 9  |
| Section 1.7 Personal Appearance.....  | 9  |
| Section 1.8 Physical Examination.....   | 10 |
| Section 1.9 Parking.....  | 10 |
| Section 1.10 Equal Employment Opportunity.....  | 10 |
| Section 1.11 Policy Against Harassment.....   | 10 |
| Section 1.12 Life Threatening Illnesses in the Workplace.....                               | 11 |
| Section 1.13 Employment of Relatives.....   | 12 |
| Section 2 HOURS AND PAY.....  | 13 |
| Section 2.1 Salary and Merit Reviews.....   | 13 |
| Section 2.2 Work Hours and Schedules.....   | 13 |
| Section 2.3 Scheduling.....   | 13 |
| Section 2.4 Premium Pay.....  | 13 |
| Section 2.5 Time Cards.....   | 13 |
| Section 2.6 Schedule Trades.....  | 13 |
| Section 2.7 Paydays and Pay Periods.....  | 14 |
| Section 2.8 Required Deductions From Pay.....   | 14 |
| Section 2.9 Salary/Wage Advances.....   | 14 |
| Section 3 BENEFITS.....   | 14 |
| Section 3.1 Paid Time Off (PTO).....  | 14 |
| Eligibility.....  | 14 |
| Accumulation.....   | 14 |
| Usage.....  | 14 |
| Section 3.2 Holidays.....   | 15 |
| Section 3.3 CalPERS.....  | 15 |
| Section 3.4 Ambulance Services Fee Reduction Benefit.....                                   | 15 |
| Section 3.5 Leaves of Absence.....  | 15 |
| Section 3.5.1 Medical Leave of Absence (Off-The-Job Illness/Injury).....                    | 15 |
| Coordination of Benefits.....   | 16 |
| Contributions to a Group Health Plan While on a Leave.....                                  | 16 |
| Section 3.5.2 Medical Leave of Absence (On-the-job illness/injury).....                     | 16 |
| Job Reinstatement.....  | 16 |
| Section 3.5.3 Personal Leave of Absence.....  | 16 |
| Seniority During Leave.....   | 16 |
| Accrual of Benefits.....  | 17 |
| Contributions to a Group Health Plan While on a Leave.....                                  | 17 |
| Section 3.5.4 General.....  | 17 |
| Job Status Upon Return from Authorized Leave.....   | 17 |
| Conditions Related to Termination During Leave.....   | 17 |
| Section 3.5.5 Time Off for Victims of Violent Crimes, Domestic Abuse or Sexual Assault..... | 17 |
| Section 3.5.6 Time Off for Crime Victims.....   | 17 |
| Section 3.5.7 Paid Family Leave.....  | 18 |
| Section 3.6 Jury Duty/Court Service.....  | 18 |
| Section 3.7 Military Service.....   | 18 |
| Section 3.8 Workers' Compensation.....  | 18 |
| Section 3.9 State Disability Insurance.....   | 18 |
| Section 3.10 Unemployment Insurance.....  | 18 |

|               |   |           |
|---------------|---|-----------|
| Section 3.11  | Voting Time Off.....  | 18        |
| Section 3.12  | Bereavement/Funeral Leave.....  | 19        |
| Section 3.13  | Insurance.....  | 19        |
| Section 3.14  | COBRA/Cal-COBRA (Benefits Continuation).....  | 19        |
| Section 3.15  | Educational Assistance Program.....   | 19        |
| Section 3.16  | Volunteer Firefighters, Volunteer Peace Officers, and Volunteer Emergency Rescue Personnel..... | 19        |
| Section 3.17  | School Suspension Leave.....  | 20        |
| Section 3.18  | Recreational Activities and Programs.....   | 20        |
| Section 4     | <b>YOUR RESPONSIBILITIES AS AN EMPLOYEE.....</b>  | <b>20</b> |
| Section 4.1   | Professional Conduct.....   | 20        |
| Section 4.2   | Standards of Conduct.....   | 20        |
| Section 4.3   | Disciplinary Practices.....   | 21        |
| Section 4.4   | Grievance Policy.....   | 21        |
| Section 4.5   | Substance Abuse.....  | 21        |
| Section 4.5.1 | Reasonable Suspicion Testing.....   | 22        |
| Section 4.5.2 | Post-Accident/Incident Testing.....   | 22        |
| Section 4.5.3 | Off-The-Job Conduct.....  | 22        |
| Section 4.5.4 | Rehire Following Termination for Substance Abuse.....   | 22        |
| Section 4.6   | Confidential Information.....   | 22        |
| Section 4.7   | Conflicts of Interest.....  | 23        |
| Section 4.8   | No-Solicitation Rule.....   | 23        |
| Section 4.9   | Gifts and Tipping.....  | 23        |
| Section 4.10  | Personnel Files.....  | 24        |
| Section 4.11  | Section 4.11 Personal Information.....  | 24        |
| Section 4.12  | Suggestions.....  | 24        |
| Section 4.13  | Use of Electronic Communication Devices and the Internet.....                                   | 24        |
|               | Ownership of Systems and Data.....  | 24        |
|               | Authorized Access.....  | 24        |
|               | Acceptable Use.....   | 25        |
|               | Unacceptable Use.....   | 25        |
|               | Employee Responsibility.....  | 25        |
|               | Software.....   | 25        |
| Section 4.14  | Cell Phones.....  | 25        |
|               | Personal Use.....   | 25        |
|               | Safe Use.....   | 25        |
| Section 4.15  | Personal Business at Work.....  | 25        |
| Section 4.16  | Visitors.....   | 25        |
| Section 4.17  | Attendance.....   | 26        |
| Section 4.18  | Housekeeping.....   | 26        |
| Section 4.19  | Traffic Violations/Insurability.....  | 26        |
| Section 4.20  | Patient Relations.....  | 26        |
| Section 4.21  | Outside Employment.....   | 26        |
| Section 5     | <b>ON THE JOB.....</b>  | <b>27</b> |
| Section 5.1   | Open Door Policy.....   | 27        |
| Section 5.2   | Problem-Solving Procedure.....  | 27        |
| Section 5.3   | Garnishment.....  | 27        |
| Section 5.4   | Job Evaluation.....   | 27        |
| Section 5.5   | Training and Staff Meetings.....  | 28        |
| Section 5.6   | Employment Separation.....  | 28        |
| Section 5.7   | Letters of Reference.....   | 29        |
| Section 5.8   | Smoking/Tobacco Use.....  | 29        |
| Section 5.9   | Section 5.9 Uniforms.....   | 29        |
| Section 5.10  | On the Job Illness/Injury.....  | 29        |
| Section 5.11  | Reductions in Force.....  | 30        |
| Section 6     | <b>GENERAL INFORMATION.....</b>   | <b>30</b> |
| Section 6.1   | Bulletin Board.....   | 30        |
| Section 6.2   | Safety/Workplace Security.....  | 30        |
| Section 6.3   | First Aid.....  | 31        |
| Section 6.4   | Security.....   | 31        |
| Section 6.5   | Personal Property.....  | 31        |
| Section 6.6   | Locker and Desk Inspection.....   | 31        |
| Section 6.7   | Policy Changes.....   | 31        |
| Appendix A    | District Organizational Chart.....  | 33        |

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK ..... 34  
ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK ..... 35

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## INTRODUCTION

This Employee Handbook contains the current personnel policies, work rules, and benefits of Coast Life Support District. It may be updated and changed at any time. This manual does NOT constitute a contract between CLSD and its employees. Separate agreements, including at-will employment provisions, constitute the employment contracts between CLSD and the employee. Additions or suggestions regarding the Personnel Policies are welcomed, and should be directed to the Operations Manager and or the District Administrator with the District Administrator approving the final changes.

This handbook is provided for your use as a ready reference and as a summary of our personnel policies, work rules and benefits. It is designed to acquaint you with CLSD's policies as quickly as possible. Accordingly, you will find it to your advantage to read the entire handbook promptly so that you will have a complete understanding of the material covered.

Please understand that this handbook only highlights CLSD policies, practices, and benefits for your personal education and cannot therefore be construed as a legal document. Except for the employment at-will policy, CLSD reserves the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook. All such revisions, deletions or additions must be in writing and must be signed by the District Administrator of CLSD. No oral statements or representations can change or alter the provisions of this handbook. As policies, procedures, work rules or benefits are revised, updated pages will be distributed to you. Please keep this handbook readily available and insert the updated material promptly so that it is current at all times.

In addition to this manual, the CLSD has a "Standard Operating Procedures Manual" which contains the operating procedures of the District along with safety rules. We also maintain an internal disaster reference binder and a memos clip board at the main CLSD station.

Day to day management of personnel and operations resides first with the on-duty shift supervisor, then with the Operations Manager to whom questions pertaining to these policies should be directed.

When urgent operational matters arise requiring immediate administrative attention that cannot be handled within the scope of the Duty Crew Chief (Paramedic on duty), contact shall be made in the following order:

1. Operations Manager;
2. District Administrator;
3. Board President;
5. Board Treasurer; then
4. Board Secretary.

Chain of Command for district operations is as indicated on the District Organization Chart. See Appendix C

## Section 1 GETTING STARTED

### Section 1.1 Purpose of Handbook

#### WELCOME!

This handbook has been prepared to welcome you and help you understand our District's policies. The terms and conditions of employment are summarized in this handbook. We hope our association will be pleasant and rewarding. You are part of a District which is a leader in its industry and which affords you an opportunity to be successful and to share in its accomplishments.

This District is based on the principle of teamwork and a desire on the part of those working here to continue the success of CLSD. Working together, the progress of our District should prove to be mutually beneficial.

The contents of this handbook are presented as a guide and as a matter of information only. While CLSD generally follows the policies outlined herein, they are not a contract. Except for the employment-at-will policy, CLSD reserves the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook. All such revisions, deletions or additions must be in writing and must be signed by the District Administrator of CLSD. No oral statements or representations can change or alter the provisions of this handbook. We will attempt to be fair and consistent within reasonable limits based upon circumstances. You may have questions regarding information in this handbook or items not covered herein. If so, please feel free to discuss them with your Supervisor.

Our success depends on the cooperation of our employees and their willingness to work together as a team and with Management. We all look forward to continued growth benefiting everyone associated with CLSD.

### Section 1.2 Employment At-Will

Employment at CLSD is employment at-will, which means that employment may be terminated with or without cause at any time by you or CLSD. Terms and conditions of employment — other than employment at-will — may be modified at the sole discretion of CLSD with or without cause and with or without notice. Other than the District Administrator of CLSD, no one has the authority to make any agreement for employment other than for employment at-will or to make any agreement limiting CLSD's discretion to modify other terms and conditions of employment. Only the District Administrator has the authority to make any such agreement and then only in writing. No implied contract concerning any employment-related decision or term or condition of employment can

condition of employment can be established by any other statement, conduct, policy or practice. Examples of the types of terms and conditions of employment which are within the sole discretion of CLSD include, but are not limited to, the following: termination, promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation or expansion of operations; sale, relocation, merger or consolidation of operations; determinations concerning the use of equipment, methods or facilities; or, any other terms and conditions that CLSD may determine to be necessary for the safe, efficient and economic operation of its business.

### Section 1.3 Immigration Law Compliance

CLSD is committed to employing only United States citizens and resident aliens who are authorized to work in the United States and it does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you are a former employee who is rehired, you must also complete the form if you have not completed an I-9 with CLSD within the past three years, or if your previous I-9 is no longer retained or valid.

If you have questions or seek more information on immigration law issues you are encouraged to contact the District Administrator. You may raise questions or complaints about immigration law compliance without fear of reprisal.

### Section 1.4 Employee Classification

#### Section 1.4.1 Full-Time Employees

The staff members working in full time status maintain a stable, professional, and consistent work force. Full time employees are generally scheduled for 40 hours per week or more. All regular full time employees are eligible for all benefits and Personal Time Off (PTO).

#### *Temporary Full-Time Employees*

The placement of an employee in a status of Temporary Full Time does not permit an employee to obtain benefits as a Regular Full Time employee. It is the intent of the

CLSD not to maintain an employee in this status for any longer than necessary.

### *Part-Time / On-call employees*

Part-time employees compliment the scheduling of the work force, while providing a flexible schedule for individuals. Part-time employees are not guaranteed any number of shifts, regardless of past scheduling patterns. Unless arranged in writing part time hours are limited to no more than 1000 hours per year.

After three months of working no shifts, part time employees may be required, at the discretion of the operations manager, to be checked out for performance prior to their next shift (regardless of the reason for such absence).

Full time employees are not permitted to transfer into a part-time position without being hired into the position. Status as a full-time employee does not guarantee transfer into a part- time position or vice versa.

### *Contingency Status*

A list of personnel to be used in extraordinary circumstances will be maintained. These are personnel who will not routinely be offered shift work, but who are qualified to perform certain assignments and may be considered for emergency coverage.

### *Non-Exempt Employees*

All clerical and most service positions are considered non-exempt and employees thus classified receive premium pay for overtime as determined by state and federal laws.

### *Exempt Employees*

Certain executive (i.e., Supervisors, Managers), administrative and professional positions are exempt from any overtime-premium pay.

## **Section 1.5 Employment Requirements**

Field employees must maintain and have on file at all times the following current and valid certificates and licenses:

- ü Coastal Valley EMS agency Regional state requirements for state certification as an EMT-1 for EMT personnel;
- ü California State license as an EMT-P for Paramedic personnel;

- ü Sonoma County accreditation as an EMT-P for Paramedic personnel;
- ü California Driver's License for all Field personnel;
- ü California Ambulance Driver's License for all Field personnel;
- ü Department of Motor Vehicles approved driver's Health Exam for Field personnel;
- ü CPR for the Healthcare Provider certification for all Field personnel;
- ü ACLS certification for Paramedic personnel ;
- ü BTLIS / PHTLS certification for Paramedic personnel (can be obtained within six month of employment);
- ü PALS/PEP/NRP certification for Paramedic personnel (can be obtained within six month of employment) ;
  
- ü Immunization and TB testing records as required in the infectious disease policy; and
- ü Any other such certifications, licenses, or training as may be required by County, State, or Federal protocols or regulations.

Employees are responsible for maintaining and renewing all licenses and certifications. Employees shall provide a copy of initial issue or renewal of all licenses, certificates, or proof of validity to CLSD's Operations Manager prior to the expiration date of existing licenses and certificates.

Employees who do not provide a copy of a license(s) or certificate(s) in a timely manner will not be scheduled past the expiration date. Full-time employees are required to be available for full-time scheduling and this requirement will not be waived due to failure to submit new licenses and certificates as stated above. Full-time status is jeopardized by failure to submit renewed licenses and certificates on time.

Field employees are also required to provide a home telephone number for call back and disaster response. This number must always be current. Cell phone numbers may not be substituted for a home phone number.

Field employees are expected to maintain the ability to drive vehicles. The CLSD will not tolerate the following infractions and any one of these could be cause for termination of employment. Field employees are required to disclose to management any infractions, whether personal or professional, immediately.

1. Have three or more moving violations within a three year period; or
2. Have three or more accidents within a three year period; or
3. Any combination of 1 and 2 above which results in three incidents; or
4. Any single serious vehicle violation, i.e. DUI, reckless driving, failure to appear, vehicular manslaughter; or
5. Any person that the liability insurer considers a risk due to the nature of infraction.

All of the foregoing employment requirements are the sole responsibility of the

employee. CLSD management will not provide reminders or request status updates.

## Section 1.6 Probationary Period

If you are a new or rehired employee, you will work on a probationary basis for the first one hundred and eighty (180) calendar days after your last date of hire. This "getting acquainted" or "introductory" period gives your Supervisor the opportunity to determine the ability with which you can perform your job. It also provides you with the opportunity to decide if you are satisfied with the position. CLSD reserves the right to extend the duration of the introductory period when such an extension is determined appropriate in CLSD's sole and absolute discretion.

Prior to completion of your probationary period, a performance evaluation will be conducted to ascertain the advisability of your continued employment on a regular basis. At any time during or after the probationary period, either CLSD or you can terminate the employment relationship with or without cause and with or without any advance notice.

Employees who are promoted, demoted, or transferred within the CLSD must complete a probation period of the same length with every reassignment to a new position. This includes EMTs being licensed as Paramedics. All promoted positions are subject to an introductory period at the discretion of Operations Manager.

Any significant absence will automatically extend the probation period, regardless of reason, by the length of the absence. If the operation manager determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee, the District may extend the introductory period for a specified period.

In the case of promotions, demotions, or transfers within the organization, an employee who, in the sole judgment of the Operations Manager, is not successful in his or her new position, can be removed from that job at any time during the probation period.

Probation employment status does not affect eligibility for CLSD-provided benefits. Employees are eligible for these benefit programs according to the terms and conditions of each program. Probation employees will assume "regular" status upon satisfactory completion of the introductory period, confirmed in writing by the Operations Manager. Until such time as written release from the probation status by the District is given to the employee, the employee remains on probation status, it being assumed that the period of probation has been extended.

Full time employees are immediately eligible for CalPERS Benefits effective from the date of hire. Insurance for full time employees become effective after three months.

None of the conditions contained within this section shall be construed to in any way compromise CLSD's policy of at-will employment.

## Section 1.7 Personal Appearance

CLSD provides professional services to the community. As the nature of emergency medical services brings personnel in close physical contact with many persons and in many situations, the obvious need for good personal hygiene is necessary. As a representative of the CLSD, it is important to express a sincere and concerned attitude about working with people who are ill, injured, or troubled. Therefore, employees are expected to set an example of neatness, cleanliness and good grooming. Also, employees are to refrain from extreme hairstyles, hair color, make-up, and perfume or clothing fads. Employees are reminded to maintain an above average standard of appearance. Uniform and personal appearance standards, are necessary in order to maintain the CLSD's reputation.

If hair extends past the shoulders, it will be tied back so as not to create a danger to the employee or interfere with patient care. Hair will be washed and brushed neatly.

Body odor is not always obvious to the person having it, so in order to avoid embarrassment; good bathing habits are essential.

Halitosis (bad breath) will be avoided through use of mouthwash, etc. due to close contact with patients and hospital staff.

Fingernails must be neatly trimmed and clean at all times.

Makeup is not to be excessive.

Management will ultimately determine what will be considered as acceptable in personal hygiene and appearance, with local public acceptance and good taste being the determining factor.

Attention should also be paid to the following:

1. Clean shoes — preferably polished.
2. Cosmetics, cologne, jewelry and accessories are suitable to the work place and used in moderation.
3. No visible body piercing, other than earrings, is permitted.
4. Attire should not pose a safety threat to the employee or others.
5. Attire should not be derogatory or offensive to any class or group or to the culture and general image of CLSD.

If it is determined that you are inappropriately dressed you will be sent home, without pay, to change.

### **Section 1.8 Physical Examination**

CLSD may require that you have a physical examination at the expense of CLSD when necessary to demonstrate abilities to perform essential job functions when required by applicable laws or regulations.

### **Section 1.9 Parking**

Parking in designated areas is provided for all employees of CLSD. You should observe the posted speed limit to ensure the safety of all persons. Avoid using your horn. Park your vehicle properly so that all available spaces are utilized.

### **Section 1.10 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at CLSD will be based on merit, qualifications, and abilities. CLSD does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, age, ancestry, mental or physical disability, sexual orientation or transgendered status, medical condition, marital status, veteran status or any other characteristic protected by law.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have questions or concerns about any type of discrimination in the workplace you are encouraged to bring these issues to the attention of the District Administrator. You can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **Section 1.11 Policy Against Unlawful Harassment**

CLSD has a strict policy against unlawful harassment of any type and our goal is to provide a respectful and comfortable work environment for all employees. Conduct prohibited by these policies is unacceptable in the

the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events. This policy covers harassment of any employee, applicant, or person providing services pursuant to a contract or any person who has a business, service or professional relationship with any agent of CLSD. This includes harassment based on race, color, religion, national origin, age, medical condition, disability, marital status, sex (including sexual harassment), sexual orientation or any other characteristic or activity protected by law. Although the following amplification specifically addresses the sexual harassment issues of the policy, its reporting, investigation and disciplinary provisions also apply to all other forms of unlawful harassment.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if there are no tangible or economic job consequences.

The term "sexual harassment" includes many forms of offensive behavior. The following is a partial list of conduct that may constitute sexual harassment:

- ❑ Sexual advances
- ❑ Offering employment benefits in exchange for sexual favors
- ❑ Verbal conduct including derogatory comments, epithets, slurs or jokes that are either gender-based or of a sexual nature
- ❑ Visual conduct including leering, sexual gestures or the display of sexually suggestive objects, pictures or cartoons
- ❑ Physical conduct including touching, assaulting or impeding another's movement
- ❑ Gender-based harassment including harassment by someone of the same sex as the victim or by the making of homophobic slurs or comments

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of a characteristic or activity discussed in the first paragraph above that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Sexual conduct is considered harassment only when it is "unwelcome." This inquiry often involves an assessment of whether the recipient made it known that the conduct was unwelcome. If you are subjected to unwelcome sexual conduct, therefore, you are encouraged (1) to inform the perpetrator that the conduct is considered offensive and should stop, and/or (2) to initiate the internal complaint procedure described below.

Sexual harassment is considered to be unlawful sex discrimination in violation of applicable federal and state law, including Title VII of the federal Civil Rights Act and the California Fair Employment and Housing Act. It also is unlawful to retaliate against an employee because the employee has complained about harassment or participated in an investigation, proceeding or hearing based on such a complaint. Retaliation against an individual for reporting harassment or for participating in an investigation of a claim of harassment is a serious violation of this policy and, like harassment itself, will be subject to disciplinary action. Likewise, persons falsely alleging sexual harassment against innocent parties may be subject to disciplinary action.

There is an internal procedure for handling complaints of sexual harassment. You should submit such a complaint to your immediate Supervisor and/or any member of Management. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, CLSD strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. A prompt, thorough and objective investigation of the complaint will be conducted. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. All employees, whether or not a party to a claim, are expected to fully and truthfully cooperate with any investigation arising from a workplace complaint as a condition of employment.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the sexual harassment. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline up to and including termination of employment. To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action

Employees who have had a complaint addressed by this complaint procedure should immediately make a further complaint should the harassment reoccur.

A complaint of sexual harassment may be filed within one year of the harassment with the California Department of Fair Employment and Housing ("DFEH"). The DFEH initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. If the DFEH finds evidence of sexual harassment and settlement efforts fail, the DFEH may file a formal accusation on the employee's behalf. The DFEH may then either initiate a public hearing before the Fair Employment and Housing Commission or file a lawsuit on the complainant's behalf. Relief available from the Commission may include, where applicable, hiring or reinstatement, promotion, changes in policies or procedures, back pay, and up to \$150,000 in fines or damages for emotional distress. The individual harasser may be held personally liable, whether an employee or supervisor. Where the DFEH files a lawsuit, there is no limit on damages. The DFEH can be contacted toll free at (800) 227-0551; or for the hearing impaired, (TTY) (800) 700-2320; or from out of state, (916) 227-0551; or visit the department's website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

A complaint of sexual harassment also may be filed within 300 days of the harassment, with the federal Equal Employment Opportunity Commission, which can be contacted at 1801 L Street, N.W., Washington, DC 20507, or an EEOC field office by calling toll-free (800) 669-4000, or for the hearing impaired, the EEOC's toll-free TDD number is (800) 800-3302.

CLSD has no filing deadline.

## **Section 1.12 Life Threatening Illnesses in the Workplace**

The District recognizes that employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, may wish to continue their normal pursuits, including work, to the extent that their condition allows. Due to the specialized nature of the work performed by CLSD, the decision to continue work will be based on the ability to meet normal performance and safety standards and on the receipt of satisfactory medical evidence that the employees do not present an immediate threat to themselves or others. Evaluation of the potential dangers presented by individuals with life-threatening diseases will occur on a case-by-case basis and will consider existing medical and scientific evidence.

An employee who has been diagnosed with a life-threatening illness is responsible to immediately notify the District Administrator. The CLSD Medical Director will examine the employee and approve them for duty, with whatever conditions or modifications necessary. The Medical Director will re-examine the employee at least quarterly to determine if any changes in work duty are required.

Your medical information is treated confidentially insofar as possible within the practical considerations of safety for all concerned. CLSD will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

### **Section 1.13 Employment of Relatives**

Your relatives will not be eligible for employment with CLSD where potential problems of supervision, safety, security or morale, or potential conflicts of interest, exist. Relatives include an employee's parent, child, spouse, sibling, in-laws, domestic partners and step relationships.

If you and another employee marry or become related, and the potential problems noted above exist, only one of the two of you will be permitted to stay with CLSD unless reasonable accommodations can be made and neither employee will be in a supervisory position over the other. You and the other involved employee must decide within 30 days of notification by the district which employee will stay. Absent any such decision the District Administrator will make the decision. Romantic relationships between employees can potentially impact morale and are therefore discouraged. All romantic relationships between employees must be disclosed to management so that the appearance of conflict of interest might be taken into consideration in management decisions related to employment.

## Section 2 HOURS AND PAY

### Section 2.1 Salary and Merit Reviews

A review of our compensation program is made at least every 3 years to insure our employee compensation and benefits are comparable to those generally available for positions of similar complexity and responsibility in our industry and geographic area.

Each job classification has a specific salary range, which is determined by your job description, duties, skill and level of responsibility. These ranges may be adjusted after CLSD conducts its salary survey.

### Section 2.2 Work Hours and Schedules

The established workweek at CLSD is Monday through Sunday, inclusive. The workday is a twenty-four (24) hour period. Our workday begins at the morning shift change and ends at the next morning's shift change (or when your workday normally begins).

You will be paid for all hours worked. Pay for time worked will be computed from the time you register in for work until you are effectively released from duty and register out.

### Section 2.3 Scheduling

Scheduling full-time employees will be as per the Operations Manager's policies and job description requirements. Changes to the schedule once set should be forwarded via E-mail to the on duty shift supervisor. Approved changes will be in writing and with the changes noted to the schedule. It is the employee's responsibility to make sure they have received written confirmation that any requested changes have been approved and reflected on the schedule.

On call employees have a designated scheduling day each month. If the employee cannot make the date they should submit an availability list to the designated scheduling person. Failure to average at least four shifts per month may result in termination of employment. The employee should submit 2-3 times the number of shifts desired to better the chances of being scheduled. This should be a variety of weekdays and weekends.

### Section 2.4 Premium Pay

You must have **prior** approval before working any overtime unless there is a clear-cut emergency involving employee or patient safety wherein it is not possible to seek prior approval. CLSD will follow all state and federal laws governing payment of premium pay for all non-exempt employees.

In no event will overtime or premium pay be duplicated or pyramided (i.e., no payment of a premium rate for the same hours worked more than once). Hours paid, but not worked, will not be considered hours worked for the purposes of calculating overtime.

### Section 2.5 Time Cards

As an hourly or salaried non-exempt employee, you are required to accurately record your hours of work, your meal / break periods and your PTO time. You are to use ink when signing in and out.

If applicable, document required meal and break periods.

Time cards are legal documents. Never complete someone else's time card and never record false information on your time card. Doing so is grounds for possible termination of employment.

If you find a mistake or omission on your time card, take it to your Supervisor, who will explain the proper way to correct it. After this is done, both you and your Supervisor must initial the correction.

### Section 2.6 Schedule Trades

CLSD allows like certified and trained personnel to trade shifts. Full-time employees must ensure the minimum number of days is worked per quarter and per year in accordance with District guidelines.

Shift trades are a privilege and may be denied or limited. Paying cash for hours is not permitted. Employees will be allowed to trade under the following circumstances:

- ü The shift trade is between employees of like certification;
- ü The shift trade is mutually agreed upon
- ü The shift trade must not result in additional overtime cost to the District.
- ü Both days must be submitted together and must be within two pay periods.

On rare occasions an emergency might arise whereby an employee needs an immediate trade. The employee will contact the On-Duty Supervisor for consideration of this type of trade.

Note: Overtime will still be a factor in consideration of approval.

## **Section 2.7 Paydays and Pay Periods**

You will be paid in full once every (2) calendar weeks. The day of the week on which you are paid will not be changed without thirty (30) days advance notice. The pay period will be for 14 days beginning Monday 0900 a.m. at shift change.

During weeks in which the regular payday falls on a holiday, all paychecks will be issued to you on the last regular workday preceding or the first regular workday following the holiday. The employee's paychecks are distributed through direct deposit. Notify the Operations Manager if you have a question regarding the calculation of your paycheck

## **Section 2.8 Required Deductions From Pay**

Deductions that are required by state and federal law to be withheld from your gross wages are:

1. Federal Income Tax
2. Federal Social Security Tax (FICA) or, in some cases, CalPERS
3. California State Income Tax
4. California State Disability Insurance
5. Medicare
6. Court Ordered Garnishment or Wage Assignment
7. IRS or Franchise Tax Board Orders to Withhold

## **Section 2.9 Salary/Wage Advances**

It is the policy of CLSD not to grant any wage/salary advances.

## **Section 3 BENEFITS**

The nature and type of benefits may change from time to time. CLSD may eliminate benefits or add to them, at CLSD's sole discretion, when deemed appropriate. Employees may be required, as a condition to receiving certain benefits, to complete necessary paperwork, applications, and medical exams (at District's expense) or comply with similar reasonable processing. In the event the employee fails to timely comply with such requirements, the employee may affect their eligibility for a certain benefit. (For example: Medical Insurance cannot

be processed until the employee completely and timely fills in the Insurance Application and returns it signed to the Business Office). Failure to do so may result in a waiting period for full coverage.

**CLSD provides the following benefits to employees:**

### **Section 3.1 Paid Time Off (PTO)**

CLSD understands the importance of balancing personal and career goals and maintaining personal health. Therefore, CLSD provides paid time off (PTO) as a benefit to all eligible employees for illness, medical and dental appointments, personal time off, and vacations.

#### **Eligibility**

All regular full-time employees are eligible for PTO. Employees who are classified as Temporary full-time, part-time or on contingency status are not eligible for PTO.

#### **Accumulation**

You will begin accruing PTO on your first day of employment. Subject to management approval, time off may be scheduled as soon as it is earned. Your position will determine the rate of accrual, and the number of regular shifts worked determines the amount of PTO accrued. PTO hours can accumulate to a maximum number of days earned in two fiscal years (01 July to 30 June).

Employees will be encouraged to take personal time off (PTO) in the year of its accrual.

#### **Usage**

Employees who have satisfied all eligibility requirements may submit PTO requests. Requests will be evaluated based upon various factors, including anticipated operating requirements and staffing considerations during the proposed period of absence.

Employees are strongly encouraged to take earned PTO during the benefit year of its accrual. In the event that an employee has not used all PTO benefits by the end of the fiscal year, he or she will be allowed to carry over a maximum balance of one year's accrual and continue to accrue PTO benefits. The purpose and intent is that employees will schedule PTO off so as to prevent fatigue and job burn-out.

Accrued PTO hours may not be exchanged for pay (cashout) until termination of employment. Upon termination of employment, employees will be paid for

PTO benefits that have accrued through the last day of work. For the purposes of this calculation, any partial month of service will be calculated on a daily pro-rata basis.

## **Section 3.2 Holidays**

Eligible employee classifications for Holiday pay:  
Regular Full Time  
Temporary Full Time  
Part Time/On call

CLSD pays holiday stipends to all employees working on specified holidays. Stipend amounts and specific holidays subject to premium pay may change at the discretion of CLSD.

A schedule will be established during the annual budget process and posted prior to each fiscal year. Stipends may vary for different holidays.

Employees are paid for holidays only if the employee is physically working the holiday. Employees will not receive holiday pay if the employee is not working on the holiday.

## **Section 3.3 CalPERS**

### **California Public Employee Retirement Services (CalPERS):**

CLSD will enroll eligible employees in CAL PERS. Current information on the CLSD's agreement can be obtained from the Business Office.

## **Section 3.4 Ambulance Services Fee Reduction Benefit**

Eligible Employee classifications for Ambulance Services Reduction Benefit:  
All Employees

The CLSD will accept insurance payments as payment in full for all fees for CLSD ambulance services provided to all employees of the District and their immediate families. Employees and their family members must be enrolled in an insurance plan that carries ambulance coverage to be eligible for this benefit.

## **Section 3.5 Leaves of Absence**

### **Section 3.5.1 Medical Leave of Absence (Off-The-Job Illness/Injury)**

You may be granted a leave of absence without pay due to illness, injury or other disabling condition, including pregnancy, provided you submit a written request for such leave as far in advance as possible when the leave is reasonably foreseeable, and furnish a physician's certificate, which states the necessity for such leave.

Any authorized medical leave shall be for a reasonable period required by the medical condition, not to exceed 30 days except for leave due to pregnancy disability, which shall be up to four (4) months or other such period designated by state or federal law. If hardship to the District requires CLSD to fill your position, the District will inquire as to your availability to return before filling the opening. Extensions to medical leaves (with proper medical documentation) may be granted at the discretion of the District Administrator.

An employee may use any available PTO for time off as necessary concurrently or consecutively with State Disability Insurance.

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are able to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. CLSD also complies with the law regarding reasonable accommodation for an employee disabled due to pregnancy, if the employee so requests, with the advice of her physician.

The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 workdays for a full time employee) per pregnancy or other such period designated by state or federal law.

The PDL does not need to be taken in one continuous period of time but can be taken on an as needed basis.

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.

Generally, the District is required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.

You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer. The certification should include:

1. The date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer;

2. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and,
3. A statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At your option, you can use any accrued personal time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.

Taking pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact operations or the District Administrator.

All employees on a medical leave should consult management regarding state disability insurance and any forms that CLSD may require be submitted prior to the start of the leave.

### *Coordination of Benefits*

Accrued PTO will be paid, upon request, but will be coordinated with any state disability benefits for which you may be eligible if on a medical leave.

### *Contributions to a Group Health Plan While on a Leave*

CLSD will continue to pay your medical insurance allowance for a maximum of three (3) months if on a medical leave for an illness or injury, including pregnancy disability. If the leave is extended beyond these times, you have the option to continue your present health insurance coverage under COBRA (Cal-COBRA) guidelines.

### **Section 3.5.2 Medical Leave of Absence (On-the-job illness/injury)**

A leave of absence will be granted upon written request to any full-time or part-time employee who sustains a work-related disability. A leave for a work-related disability will be extended to you for the duration of the work-related disability unless hardship to the District requires CLSD to fill your position, in which case the District will inquire as to your availability to return before filling the opening.

Notification requirements are the same as those for medical leaves for non-occupational disabilities. CLSD will retain you on an extended leave for work-related disabilities until one of the following situations occurs:

1. You are released for full or partial duty.
2. You are declared permanently disabled by the Workers' Compensation Appeals Board and will be unable to perform the job.
3. You directly or indirectly (e.g., by accepting other employment, moving out of the state, etc.) inform CLSD that you do not intend to return to CLSD's employ.

### *Job Reinstatement*

If you return to work at the end of your leave you will be returned to your former position, if still qualified and if it is still open, or you will be offered the first available opening in a comparable position for which you are qualified. You must provide a physician's certificate that indicates that you are fit to return to work.

### **Section 3.5.3 Personal Leave of Absence**

CLSD will consider reasonable requests in writing for leave of absence for personal family reasons.

#### Family Leave Benefit:

Eligible employee classifications:  
Regular Full Time

If an employee wishes to take time off due to the needs of an immediate family member, the employee should notify the Operations Manager immediately. Unpaid time off will be granted to allow the employee to attend the needs of their family.

An employee may use up to half of any available accrued PTO for additional time off as necessary.

The CLSD defines "immediate family" as the employee's spouse, domestic partner, parent, child, sibling; the employee's spouse's/domestic partner's parent, child, or sibling; the employee's child's spouse/domestic partner; grandparents or grandchildren.

### *Seniority During Leave*

You will not accrue seniority during a leave but will not forfeit previously accrued seniority as a result of a leave provided you return to work at the time designated in the approved leave request or have not been terminated during the leave.

## ***Accrual of Benefits***

You will not accrue benefits during an approved leave.

## ***Contributions to a Group Health Plan While on a Leave***

CLSD will continue to pay your medical insurance premium for a maximum of three (3) months if on a medical leave for an illness or injury, including pregnancy disability. If the leave is extended beyond these times, you have the option to continue your present health insurance coverage under COBRA (Cal-COBRA) guidelines.

### **Section 3.5.4 General**

#### ***Job Status Upon Return from Authorized Leave***

CLSD will hold your job open during a leave for up to four (4) months for absence due to pregnancy disability, three (3) months for absence due to medical reasons or thirty (30) days for absence due to personal leave or other such period as required by state or federal law.

If you return in a timely manner from an authorized leave for pregnancy disability you will be returned to your original position at the appropriate rate of pay. In the event of other medical leaves, you will be returned to your former position, if possible, or another position for which you are qualified.

When you return from a medical leave you must furnish a physician's certificate verifying you are physically able to perform the full duties required for the job.

#### ***Conditions Related to Termination During Leave***

During the period of the leave, if you engage in gainful employment, including self-employment, unless agreed to in writing by CLSD, or you fail to return to work on the day agreed without prior approval of CLSD, you will be considered to have resigned.

### **Section 3.5.5 Time Off for Victims of Violent Crimes, Domestic Abuse or Sexual Assault**

CLSD will not discriminate against you if you are a victim of crime if you take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

CLSD will not discriminate against you if you are a victim of domestic violence or sexual assault for taking time off from work 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.

CLSD will not discriminate against you if you are a victim of domestic violence or sexual assault for taking time off from work to seek medical attention for injuries caused by the domestic violence or sexual assault, to obtain services from a domestic violence program, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

You must give CLSD reasonable notice that you are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such cases, CLSD will take no action against you if, within a reasonable time after the appearance, you provide CLSD with documentary evidence that your absence was required for any of the above reasons. An employee may use any available PTO for additional time off as necessary.

### **Section 3.5.6 Time Off for Crime Victims**

You may take time off from work, without fear of discrimination, if you, an immediate family member (spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather), or your registered domestic partner are a victim of a violent or serious felony, or of felony theft or embezzlement.

Before you may be absent from work under this provision, you must provide a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, no disciplinary action will be taken against you if you, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from any of the following:

- ❑ The court or government agency setting the hearing.
- ❑ The district attorney or prosecuting attorney's office.
- ❑ The victim/witness office that is advocating on behalf of the victim.

You may use vacation, medical and/or other leave or other accrued time off if available.

### Section 3.5.7 Paid Family Leave

When you stop working or reduce your work hours to care for a family member who is seriously ill or to bond with a new child, you may be eligible to receive Paid Family Leave (PFL) benefits.

The PFL program is administered by the California Employment Development Department (EDD). For information about PFL (eligibility, claim filing, etc.), contact a paid family leave patient service center at 1-877-BE-THERE or go online to [http://www.edd.ca.gov/Disability/Paid\\_Family\\_Leave.htm](http://www.edd.ca.gov/Disability/Paid_Family_Leave.htm)

### Section 3.6 Jury Duty/Court Service

Eligible employee classifications:

- Regular Full Time
- Temporary Full Time
- Part Time

CLSD encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request unpaid jury duty leave for the length of absence. If desired, employees may use any available PTO.

Employees must show the jury duty summons to the Operations Manager as soon as possible so that he/she may make arrangements to accommodate the employee's absence. Of course, the employee is expected to report for work whenever the court schedule permits.

Either the CLSD or the employee may request an excuse from jury duty if, in the District's judgment, the employee's absence would create serious operational difficulties.

Benefits such insurance, PTO accrual, and CALPERS will not be affected during unpaid jury duty leave.

### Section 3.7 Military Service

Leave without pay is provided to you when you enter military service of the armed forces of the United States or are in the armed forces reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

### Section 3.8 Workers' Compensation

CLSD provides comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if hospitalized, immediately.

If you sustain work-related injuries or illness you must inform your Supervisor or the Operations Manager immediately. No matter how minor the on-the-job injury may appear, it is important that it be reported immediately. Reporting procedures are critical to qualify for payment of workers' compensation benefits.

Workers' compensation fraud is cause for immediate termination.

A release from the doctor providing care stating that you are able to resume your normal duties will be required before you return to work after a work-related injury or illness.

CLSD or its insurer will not be responsible for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

### Section 3.9 State Disability Insurance

You are covered under California's State Disability Insurance Plan (SDI), which provides low-cost protection for loss of earnings due to non-work-related illness or accident. Benefits begin after the seventh (7th) day of illness or accident if you are not hospitalized.

### Section 3.10 Unemployment Insurance

Unemployment insurance is provided at no cost to you through District contributions. Generally you are not eligible for unemployment insurance if you voluntarily quit without good cause, or are terminated for gross misconduct connected with work.

### Section 3.11 Voting Time Off

If you are a voter, you may claim time off without loss of pay to vote at statewide elections under Section 14350 of the California Election Code if you do not have sufficient

time outside of working hours to vote. See your Supervisor at least two (2) working days prior to Election Day if time off for voting is required. No more than two (2) hours of the time taken off for voting will be without loss of pay. The time off for voting will be only at the beginning or end of your regular work shift, whichever allows the most free time for voting and the least time off from your regular work shift.

### **Section 3.12 Bereavement/Funeral Leave**

If a death occurs in your immediate family (parent, spouse/domestic partner, sibling, child, grandparent, grandchild, and other family members residing in your household and in-laws), an emergency leave without pay may be granted up to a maximum of five (5) days.

For funeral attendance other than for your immediate family, emergency leave will be given at the discretion of your Supervisor.

### **Section 3.13 Insurance**

#### Medical Insurance:

Eligible employee classifications:  
Regular Full Time

The CLSD provides a medical insurance program for the employees and their families. Current information on the CLSD's agreement can be obtained from the Business Office.

All eligible regular full-time employees may be eligible for coverage by CLSD's group medical, hospitalization and life insurance program. A portion of the premium will be contributed by the employee via payroll deductions as established each budget year.

At your option, you may add your eligible dependents to the above-mentioned program. The amount of the payroll contribution for dependent benefits will also be established annually and may be for a different amount than employee coverage.

For current detailed policy information, contact the Business Manager.

### **Section 3.14 COBRA/Cal-COBRA (Benefits Continuation)**

The **California Continuation Benefits Replacement Act (Cal-COBRA)** gives you and your beneficiaries the

opportunity to continue health insurance coverage under CLSD's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in your hours or a leave of absence; your divorce or legal separation; you become entitled to Medicare; or a dependent child no longer meets eligibility requirements.

Under Cal-COBRA, you or your beneficiary pays the full cost of coverage at CLSD's group rate plus an administration fee. CLSD provides you, if eligible, with a written notice describing rights granted under Cal-COBRA when you become eligible for coverage under CLSD's health insurance plan. The notice contains important information about your rights and obligations.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits the circumstances under which coverage may be excluded for medical conditions present before you become eligible to enroll or are enrolled in health coverage that excludes coverage for preexisting medical conditions. You are entitled to a certificate that will show evidence of your prior health coverage. Please contact the Administrator Manager or the health plan administrator for further information concerning the certificate.

Additional continuation coverage is available under California law for employees and qualified beneficiaries, which supplements COBRA continuation coverage. Written notice will be provided to you, if eligible, regarding important information about your rights and obligations.

### **Section 3.15 Educational Assistance Program**

Eligible employee classifications:  
Regular Full Time  
Temporary Full Time  
Part Time

CLSD employees have access to any and all CLSD sponsored continuing education classes without cost to the employee. As funds are available, CLSD will pay for job-related professional training. Employees attending District-funded professional training will be expected to conduct a staff in-service on materials covered or learned, in coordination with the Training Officer.

### **Section 3.16 Volunteer Firefighters, Volunteer Peace Officers, and Volunteer Emergency Rescue Personnel**

You will not be disciplined for taking time off to perform emergency duty as a volunteer firefighter or volunteer peace officer. Such leave may only be taken with prior

approval of your supervisor. Field personnel will not be authorized to leave unless shift coverage is available. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter or volunteer peace officer, please tell your Supervisor that you may have to take time off for emergency duty.

### **Section 3.17 School Suspension Leave**

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should notify your Supervisor as soon as possible before leaving work. No discriminatory action will be taken against you for taking time off for this purpose.

### **Section 3.18 Recreational Activities and Programs**

**CLSD or its insurer will not be responsible for payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the your work-related duties.**

## **Section 4 YOUR RESPONSIBILITIES AS AN EMPLOYEE**

### **Section 4.1 Professional Conduct**

You must conduct yourself in a manner that will not embarrass or discredit the good reputation of CLSD. You are expected to give loyal and efficient service and to cooperate in properly doing the work to which you are assigned. Remember, your conduct on and off the job is a direct reflection of CLSD.

Because you represent CLSD, the community's impression of you will often be their impression of our entire organization. In your relations with others, whether they are co-workers, vendors or patients, you are asked to be courteous, tactful and fair.

### **Section 4.2 Standards of Conduct**

Regardless of your classification, status or length of service, you are expected to meet and maintain District standards for job performance and behavior.

All employees are expected to act in a professional manner at all times. Any employee who violates any of these rules, as well as any act of moral turpitude or unethical conduct, will be subject to disciplinary action, up to and including discharge. Examples of prohibited conduct are listed below. This listing, while detailed, is not all-inclusive. Any activity not listed below that might be deemed to be harmful to the CLSD's best interest will also be subject to discipline, including termination of employment:

1. Refusal to follow reasonable and lawful work directions from the Shift Supervisor, Operations Manager or the District Administrator. This includes but is not limited to insubordination.
2. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the work place.
3. Violation of EMS Policies and Procedures.
4. Falsification of information on District records including but not limited to, employment applications, medical records, time cards, PCR's, incident reports, maintenance reports, and investigative reports.
5. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the work place, while on duty, or while operating CLSD vehicles or equipment. Prescription medications are allowed as long as they do not adversely affect the employee's job performance. Employees shall advise the Operations Manager of any prescription drugs which may be necessary while on duty.
6. Unauthorized, negligent, or improper use of District, patient, or employee property.
7. Repeated failure to maintain response time standards.
8. Malicious criticism which relates to patients, coworkers or outside agencies.
9. Repeated tardiness or failure to report to duty as scheduled, regardless of the reason.
10. Failure to be in proper uniform throughout detail assignments.
11. Physical or verbal confrontations while on duty.
12. Abandonment of duties prior to replacement arrival.
13. Conviction of a felony.
14. Failure to maintain licenses, certifications, insurability or phone number requirements.
15. Unsatisfactory job performance.
16. Breach of patient confidentiality.
17. Failure to complete and turn in required paperwork.
18. Failure to participate in the District's QI Program.
19. Failure to attend Staff Meetings.
20. Theft or inappropriate removal or possession of property.
21. Fighting or threatening violence in the work place.
22. Violation of safety or health rules.
23. Smoking in prohibited areas.
24. Sexual or other unlawful harassment.
25. Unauthorized use of telephones or other CLSD equipment.
26. Sexual conduct (even if consensual) while on duty.
27. Violation of County, State, Federal, local regulations or laws.

### Section 4.3 Disciplinary Practices

The following guidelines may be used in some instances at the sole discretion of CLSD:

- Step No. 1: Oral warning with documentation in the individual's personnel file.
- Step No. 2: Written warning to individual and copy to personnel file.
- Step No. 3: Written warning with suspension without pay – documentation to personnel file.
- Step No. 4: Termination

These guidelines are based on cumulative infractions, regardless of whether the infraction is of the same general nature as a previous warning. Notwithstanding the foregoing, CLSD management reserves the right to respond as it deems appropriate to infractions on a case-by-case basis, and nothing in this paragraph should create or construe an expectation of a program of graduated discipline.

### Section 4.4 Grievance Policy

#### Informal Resolution:

Every effort will be made to resolve complaints at the earliest time possible through informal discussion with the co-worker or immediate supervisor on any act, condition, or circumstance which is causing worker dissatisfaction, and to seek action to resolve the cause of dissatisfaction before it serves as the basis for a formal grievance. If, through such informal discussion, the condition cannot be remedied to the satisfaction of the worker involved, or if the parties are unable to reach agreement on an appropriate remedy, a formal grievance process will begin. The normal channel for complaints shall be from the complainant to employee/co-worker to the Operations Manager to District Administrator to the Board of Directors.

#### Formal Grievance:

Within a reasonable time of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the District Administrator. If a complaint is made directly to the Board of Directors as a whole or to a Board Member as an individual, it shall be referred to the District Administrator, who will commence the formal grievance process.

The written grievance shall contain information, which identifies:

1. The aggrieved;
2. The specific nature of the grievance;

3. The time and place of its occurrence;
4. The rule, law, regulation, policy or personal right alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given, or steps taken to secure informal resolution;
6. The corrective action desired;
7. The statement shall be signed by the aggrieved party.

The District Administrator will be responsible to obtain complete information from all parties involved or with direct knowledge pertaining to the grievance event, and shall prepare a written summary within fifteen (15) days after receipt of the written grievance. The summary shall include the recommended corrective action (if any) and is to be delivered to the aggrieved and the Administrator at the earliest time possible, no later than the fifteenth (15<sup>th</sup>) day after complaint.

The CLSD encourages all employees to bring forward in good faith all concerns or complaints related to employment conditions or CLSD operations, and will endeavor in good faith to address all such concerns of which it is made aware. It must be recognized, however, that it will not always be possible to resolve all concerns or grievances to the full satisfaction of the grieving party.

### Section 4.5 Substance Abuse

**This policy is in addition to and separate from CLSD's policy governing DOT-regulated drivers.**

We are concerned about the use of alcohol in the workplace. This concern is based upon the effect that the use of alcohol has on your performance on the job. Use of alcohol off the job can adversely affected your work performance, efficiency, safety and health and therefore impairs your service to the District and the community. The use of alcohol on the job constitutes a potential danger to the welfare and safety of other employees and exposes CLSD to the risks of property loss or damage or injury to other persons.

Similarly, CLSD requires and demands a workforce and workplace free of illegal substances (any drug, which (a) is not legally obtainable or (b) is legally obtainable but has not been legally obtained. (The term includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes.) This requirement is based upon the fact that any measurable amount of an illegal drug may render the employee physically or mentally impaired. While CLSD recognizes your right to your own lifestyle, CLSD will not accept the risk that on-

risk that on-the-job or off-the-job drug abuse by you may cause or contribute to accidents or other job performance problems.

Furthermore, the use or being under the influence of any legally obtained drugs by you while performing District business or while in a District facility is prohibited to the extent such use or influence may affect the safety of co-workers, members of the public, your job performance or the safe or efficient operation of CLSD facility. The term "legally obtained drugs" includes prescribed drugs and drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured. If you feel or have been informed that the use of a legal drug may present a safety risk, you are to report such drug use to the Operations Manager.

In order to provide you with some guidance concerning unacceptable behavior, CLSD strictly prohibits the following:

1. Possession, use, or working under the influence of alcohol and/or an illegal substance.
2. Distribution, sale, dispensing, manufacture or purchase of illegal controlled substances or controlled substances used in an illegal way at the worksite.
3. Driving a District vehicle at any time or your personal vehicle on District business while under the influence of alcohol or an illegal substance.
4. The use of, or being under the influence of, any controlled substance, including prescription drugs, if such use or influence may affect the safety of co-workers, members of the public, your job performance or the safe or efficient operation of CLSD facility.

In order to enforce this policy, **CLSD reserves the right to conduct searches of all business and personal property on District premises with or without prior notice.** This includes, but is not limited to, contents of lockers, desks, file cabinets, or other District property and vehicles parked on District property. Failure or refusal to cooperate may be grounds for disciplinary action up to and including termination of employment.

If you have chemical dependencies (alcohol or drugs) CLSD will encourage and assist you to seek treatment and/or rehabilitation. To this end, if you desire such assistance you should request a leave of absence.

If you violate the above rules and standards of conduct you are subject to discipline, up to and including immediate termination, even for a first violation. CLSD may also bring the matter to the attention of appropriate law enforcement authorities.

### **Section 4.5.1 Reasonable Suspicion Testing**

You will be tested for the presence of drugs and/or alcohol if reasonable suspicion exists to indicate that your ability to perform your work or to work safely may be impaired. Also, if there is reasonable suspicion of your possession, distribution, dispensing, manufacture of illegal drugs, or usage of alcohol or illegal drugs at the workplace, reasonable suspicion testing will be required.

If you fail the drug test and/or have alcohol present at the levels set forth by CLSD, your employment may be terminated.

If you refuse or otherwise fail to comply with the required suspicion-based testing process you will be subject to immediate suspension without pay followed by possible termination of employment.

Any drug test specimen that is diluted or with no temperature readings will be considered a failed drug test. A failed drug test will result in immediate suspension without pay followed by possible termination of employment.

### **Section 4.5.2 Post-Accident/Incident Testing**

Testing may be required following a work-related accident or any violation of safety precautions or standards, regardless of whether an injury has resulted from such accident or violation.

### **Section 4.5.3 Off-The-Job Conduct**

In the case of illegal conduct relating to drugs during non-working hours, you are subject to disciplinary action up to and including termination. Based on the judgment of management regarding the circumstances of the case, you may be referred for treatment/rehabilitation rather than subjecting you to disciplinary action for violation of this policy, however, such referral is solely at the discretion of CLSD on a case-by-case basis and its availability should not be assumed.

### **Section 4.5.4 Rehire Following Termination for Substance Abuse**

If your employment is terminated for violation of the policy contained in this Section 4.4, you may be considered for rehire after one year following termination and upon providing competent written medical opinion attesting to your full recovery from drug/alcohol abuse.

## **Section 4.6 Confidential Information**

Information regarding any personnel, client, patient, guest, resident/patient, vendor or visitor is not to be given out.

out. **All** inquiries are to be directed to the attention of the operations manager

Laws regarding patient confidentiality are very specific. These laws apply to all employees of the CLSD. It is essential that a patient's identity be protected. All patient information or details of incidents are only to be discussed with approved health care personnel, CLSD's Management and Billing staff, and to those persons with medical or legal authorization to obtain the information. Unless specifically authorized by the District Administrator, patient information is not to be given to the public or press. Persistent questioners should be referred to the CLSD District Administrator or Business Manager.

In dealing with public agencies such as the fire departments, Coroner or Sheriff's Office, care must be taken to avoid comments that violate confidentiality restrictions, lest these comments become public record subject to interpretation or possible prosecution. Questions will be answered which are posed by police agencies. Employees will refrain from volunteering information or making subjective statements. If an employee feels uncomfortable with a question, the employee will refer it to the District Administrator for response.

An employee who offers or participates in providing the Press with information concerning a call or operations, without prior approval by the District Administrator, will be subject to possible termination of employment.

Employees are required to be trained in HIPAA Compliance.

The disclosure of Protected Health Care Information is forbidden and all guidelines and policies in regards to HIPAA (Health Insurance Portability and Accountability Act of 1996) must be adhered to. An employee that violates patient confidentiality will be subject to termination of employment.

Confidentiality statements will be required annually and kept in the employee personnel file.

### **Section 4.7 Conflicts of Interest**

You have an obligation to conduct business within guidelines that prohibit actual, potential, or perceived conflicts of interest. This policy establishes only the framework within which CLSD wishes the business to operate. The purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the District Administrator for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the administrative level of CLSD. Business dealings with outside firms should not result in unusual gain from those

firms. "Unusual gain" refers to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit CLSD, you or both. Promotional plans that could be interpreted to involve unusual gain require specific administrative-level approval.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you or for relative as a result of (District's) business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts or leases, it is imperative that you disclose to an officer of CLSD as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where you or a relative has a significant ownership in a firm with which CLSD does business, but also when you or a relative receives any kickback, bribe, substantial gift or special consideration as a result of any transaction or business dealings involving CLSD.

### **Section 4.8 No-Solicitation Rule**

Solicitation of any type by you during working time is prohibited.

Distribution of literature of any type or description by you during working time is prohibited.

Distribution of literature of any type or description in working areas is prohibited at all times.

The term "working time," as used herein, does not include meal periods, rest periods or other specified periods during the workday when employees are properly not engaged in performing their work tasks.

Violation of any of the above rules will result in immediate disciplinary action, up to and including termination.

Solicitation or distribution of literature by non-employees on District property is prohibited at all times. Any such incidents should be reported to Management immediately.

### **Section 4.9 Gifts and Tipping**

Every patient is entitled to efficient and courteous service. Since such service is given impartially to all, tips or

gratuities are not expected. Therefore, you are not allowed to accept tips or gifts of any kind from patients, vendors or visitors. If an individual presses you to accept such a gift, you should thank him or her and explain that District policy makes it impossible to accept any gift.

### **Section 4.10 Personnel Files**

Personnel files are the property of the CLSD, and access to the information they contain is restricted. Generally, only the employee, officials and representatives of the District who have a legitimate reason to review information in a file, are allowed to do so. Further restrictions apply to information in an employee's medical file. A release authorization is required from the employee before any information in the medical file can be released. Upon five working days notice the employee may view their personnel file during normal business hours (Monday - Friday, excluding holidays, 9:00 - 17:00). The CLSD will have a representative present during the review of the file. Nothing is to be removed from the file.

Employees are allowed to request copies of any document that is contained in the employees file. The business office will provide the copies within 5 working days.

As a courtesy and convenience to the employee, it is requested that the employee coordinate a mutually convenient time and day with the Business Office to review the file.

Items less than one week old may not be a part of the file upon viewing due to a delay in filing.

### **Section 4.11 Section 4.11 Personal Information**

It is your responsibility to immediately advise the Administrative Manager of any change in your personal status, such as your telephone number, address or name. It is important, and to your benefit, that this information be accurate and timely.

### **Section 4.12 Suggestions**

All constructive suggestions as to work-related improvements are encouraged, whether offered verbally or in writing.

### **Section 4.13 Use of Electronic Communication Devices and the Internet**

CLSD provides access to electronic communication devices, equipment, and technology, including, but not limited to, telephones, electronic mail, voice mail, computer and computer files, the Internet, Facsimile Machines, Pagers and Cellular Telephones

The electronic communication devices, equipment, services and technology are for legitimate business use only in the course of the employee's assigned work duties and should not be used for personal purposes.

### ***Ownership of Systems and Data***

CLSD's computers, voice mail and electronic mail systems and all data stored on any of them, are and remain at all times the property of CLSD. As such, all messages, materials, information and software created, transmitted, downloaded, received or stored on CLSD's computer or other electronic or telephone systems are the property of CLSD. CLSD reserves the right to monitor, retrieve and read any data composed, sent or received, including, but not limited to, any message or file on its computer or electronic or voice mail systems. You should be aware that, even when a message is erased or a visit to a site is closed, it is still possible to recreate the message or locate the site. Messages on these systems are considered a District business communication, and are not private employee communication. Furthermore, all communications, including text and images, may be disclosed to law enforcement or other third parties without the prior consent of the sender or the receiver.

CLSD will have access to all its computer and electronic equipment, including voice mail, electronic mail and Internet accounts. CLSD reserves the right to monitor your use of the voice mail, electronic mail or Internet systems at any time. You should not consider their Internet usage or voice and electronic communications to be private. Personal passwords cannot ensure confidentiality and the Internet is not secure. You must assume that someone, other than the intended or designated recipient, may read or monitor any and all messages. All passwords must be made known to the appropriate representative of CLSD so that CLSD may access your system at any time, including when you are absent. Passwords which are not known to CLSD may not be used.

### ***Authorized Access***

You may access only messages, files or programs, whether computerized or not, that you have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, voice mail messages, or other property of CLSD or improper use of information obtained by unauthorized means, will not be tolerated and may be grounds for disciplinary action, up to and including termination. Such information includes, but is not limited

not limited to, confidential information such as CLSD's patient data, trade secrets, personnel information or other material covered by CLSD's confidential information and conflict of interest policy.

### ***Acceptable Use***

When you access CLSD's Internet, voice mail or electronic mail systems you are representing CLSD. So, all such communications should be for professional, business reasons and should not be for personal use. You are responsible for ensuring that you use these systems in an effective, ethical and lawful manner.

### ***Unacceptable Use***

CLSD's harassment, nondiscrimination and solicitation policies all extend to such use. Sending, saving or viewing offensive material on the Internet is prohibited. Similarly, voice mail and electronic mail messages may not contain content that is offensive or disruptive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments or any comments, jokes or images that would offend someone on the basis of his or her age, disability, gender, race, religion, national origin, physical attributes, sexual orientation or any other characteristic or activity protected by applicable law. Any use of the Internet or other electronic systems to harass or discriminate is unlawful and strictly prohibited by CLSD and will subject you to discipline, up to and including termination.

### ***Employee Responsibility***

You are responsible for the content of all text, audio or images that you place or send over the Internet. All messages communicated on the Internet should have your username attached. Messages may not be transmitted using someone else's name or under an assumed name. If you wish to express personal opinions on the Internet you are encouraged to obtain your own user name on other Internet systems.

### ***Software***

Any software or other material downloaded into CLSD's computers may be used only in ways that are consistent with the licenses and copyrights of the vendors, authors, or owners of the material. Prior written authorization from CLSD's District Administrator is required before introducing any software into CLSD's computer system. To prevent computer viruses from being transmitted

through the system, you are not authorized to download any software or any driver in that computer, including any entertainment software or games. If you are interested in obtaining software from the Internet you should receive appropriate authorization from CLSD's District Administrator.

Any violation of any portion of this policy may result in the loss of computer access and disciplinary action, up to and including immediate termination.

## **Section 4.14 Cell Phones**

### ***Personal Use***

If you are provided a District cell phone you may use the phone for personal reasons only in case of an emergency. All other personal use is prohibited.

### ***Safe Use***

In the interest of the safety of our employees and other drivers, you are prohibited from using cell phones while driving on District business and/or District time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device and safely pull off the road before conducting District business. Under no circumstances should you place phone calls while operating a vehicle while driving on District business and/or District time.

## **Section 4.15 Personal Business at Work**

You are at a place of work. You are expected to take care of your personal affairs when you are not at work. This includes receiving personal mail, cashing personal checks and using the telephone for personal reasons.

You are permitted to use CLSD phones to place or receive brief personal calls while you are on the job as long as this practice does not become excessive. You are required to pay all toll charges for the personal telephone calls you make.

## **Section 4.16 Visitors**

Visits of a personal nature by former employees, members of your family or friends, are not permitted without prior arrangements being made with your Supervisor.

## **Section 4.17 Attendance**

To maintain a safe and productive work environment, the CLSD expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the CLSD. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, he or she should notify the on duty crew as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, including termination of employment.

## **Section 4.18 Housekeeping**

You are responsible for maintaining your individual work area in a clean, neat and functional manner. The eating of snacks or foods and drinking of liquids in work areas and living quarters at computer terminals is prohibited. Extra caution should be used in those areas in regards to preventing staples, paper clips and foreign materials from entering the keyboards.

Living quarters are the responsibility of all employees and must be maintained in a presentable manner. Quite often guests of CLSD use those facilities and they should not be subjected to dirty dishes, food particles or spilled liquids. If you are found to be abusing the facilities you may be subject to disciplinary action.

## **Section 4.19 Traffic Violations/Insurability**

CLSD will not pay for any fines levied for traffic violations (including parking tickets) resulting from the use of District or personal vehicles. Prompt reporting of any citation you receive while operating a District vehicle or driving your own vehicle while on District business is required.

No unauthorized passengers are allowed in a District or personal vehicle while on District business without prior Management approval.

As a condition of employment, if you are required to drive, you must have proof of insurance, must have a valid driver's license and must be insurable by our insurance carrier.

Involvement in two (2) "at fault" accidents when you are operating a District-owned or -leased vehicle or your personal vehicle while on District business which results in damages to either CLSD's property or another's property or person may result

Determination of "at fault" for the purpose of this provision shall be, but not limited to, the following:

1. Issuance of a citation as a result of an accident by a properly constituted law enforcement agency.
2. Judgment of fault by a court of competent jurisdiction.
3. Backing accident when working with a helper/backer, without helper/backer being positioned behind the vehicle to give operator audible and visual signals.
4. Rear-ending another vehicle.

## **Section 4.20 Patient Relations**

Every contact with a patient, client, guest or resident shall result in a satisfied patient, client, guest or resident. Patients should always be treated with the highest standards of professionalism and courtesy, even if the patient does not reciprocate.

A violation of this policy will result in disciplinary action, up to and including termination.

### **Discussing Ambulance Charges with Patients**

CLSD provides emergency medical response to all who request or require it without consideration of their financial or insurance status. To the full extent that they are available, we will bring to bear all appropriate medical resources necessary to assist those in need of our care.

The emotional and logistical stresses present in an emergency medical scene increase the complexity of medical decision processes involving the patient, the family, and the provider. Rational decisions by patients and their family members are difficult enough without the burden of economic calculations, which could inadvertently influence medical decisions against the patient's best interest. Further, introducing economic factors into discussions with patients regarding potential courses of action directly conflicts with providers' objectivity in clinical decisions and most appropriate use of limited medical resources.

Therefore, all CLSD medical personnel involved in an emergency response are directed not to engage in discussions regarding CLSD rates, charges, fees, or means of payment beyond gathering information necessary for completion of the patient's medical and billing or insurance information. All patient and family queries regarding rates and billing will be referred to the Business Manager.

## **Section 4.21 Outside Employment**

You may not solicit any patient of CLSD to perform any work or service of the type performed by CLSD.

Violation of this policy may lead to disciplinary action, up to and including termination.

CLSD has no objection to you holding another job as long as you effectively meet the performance standards for your job with CLSD. CLSD asks that you think seriously about the effects that such extra work may have on the limits of your endurance, your overall personal health and your effectiveness with CLSD. CLSD will hold all employees to the same standards of performance and scheduling demands and cannot make exceptions for employees who also hold outside jobs.

## Section 5 ON THE JOB

### Section 5.1 Open Door Policy

CLSD is committed to open and honest communication in the workplace. Management is available to discuss any problems you might have. CLSD is interested in listening to your concerns, problems, and suggestions and will seek employee input on important work-related matters when feasible.

If you have a problem or concern, you often will find the easiest and most effective way to find a solution is to have an honest discussion with your supervisor. You should follow the usual reporting channels to find a solution, starting with your immediate Supervisor. If the nature of the matter is such that you would prefer not to discuss it with a particular person, you should discuss it with the next level of management or with the District Administrator without fear of reprisal. The objective is to maintain open and honest communication to help find a fair solution to your problems or concerns.

### Section 5.2 Problem-Solving Procedure

Your supervisor is aware that in any business organization, work oriented dissatisfaction may arise because an employee may not know, or understand, certain policies or decisions, or feels unfairly treated.

Whenever a work-related problem arises, an earnest effort will be made to resolve it. If you have a problem, always present it first to your immediate Supervisor. He or she is interested in the solution of any job-related problem you, as a member of the team, may have. Experience has shown that problems can usually be settled satisfactorily after a thorough discussion and an understanding between an employee and the Supervisor. If you are not satisfied with the results at this stage, you may take your problem to the operations manager, who is available to you for consultation and advice on any work-related problem.

The prompt and sincere use of this procedure is generally sufficient to solve misunderstandings, problems and differences of opinion as necessary to maintain the harmonious relations which all of us strongly desire.

### Section 5.3 Garnishment

The employee will be notified as soon as possible after the District receives notification of garnishments or other payroll deductions. Employees are responsible for personal debts. The District strongly encourages employees to work out financial problems before this situation occurs. In the event there is a garnishment placed on an employee's payroll, the CLSD will follow instructions of the garnishment and the law until such garnishment is formally released by the agency placing the garnishment. The CLSD will not intervene or participate in discussions with the party placing the garnishment outside of compliance with required communications and notifications.

### Section 5.4 Job Evaluation

Employees are strongly encouraged to discuss their own job performance and goals with their immediate supervisor on an informal, day-to-day basis. Also, all field personnel are expected to participate in the Quality Improvement Program. Each employee must attend reviews as requested or required in order to remain in good standing with the District.

Formal performance evaluations are conducted within 6 months of initial hire and then annually thereafter. This period allows the operations manager and the employee to discuss the job responsibilities, standards, and performance requirements of the new position.

In addition, all employees will be evaluated for job effectiveness. Each employee will review, with the operations manager, his or her job performance at least annually. The purpose of the evaluation is to let the employee know how well the job is being performed and it allows the employee to improve job performance. Evaluations are done in private. The CLSD's Performance Evaluation Procedure is intended to serve the following objectives:

- \* To provide feedback to the employee on performance levels as measured against performance criteria.
- \* To provide the basis for corrective or development plans as necessary.
- \* To formally recognize superior and exceptional performance and extra efforts.

The evaluation plan is an adjunct to and not a substitute for ongoing dialogue and evaluation of performance between and among employees.

An evaluation is conducted within 6 months for new employees and at the end of the 180-day probationary phase. Evaluations will then be performed in January and

June, thereafter, with June being the formal meeting. The CLSD reserves the right to perform a formal or informal performance evaluation in the interim of this schedule when it deems such evaluation appropriate to the circumstances.

1. A written evaluation of the employee's performance will be prepared on the evaluation form supplied.

2. The Operations Manager meets with the employee and reviews the evaluation. In this session, the employee and the manager discuss the employee's strengths. In addition, a joint effort is made to identify any professional weaknesses exhibited by the employee. An action plan is developed by the employee and the manager setting specific objectives for job improvement.

3. Following this session, the Operations Manager prepares the final evaluation including the action plan. The comment section of the evaluation form will include statements that address the basis for appraising the employee either above or below an acceptable standard of performance on any measurement area. The District Administrator signs all final evaluations. Employees are required to sign an acknowledgement of receipt of the final evaluation document for the personnel file whether or not they agree with the contents of the evaluation.

If an employee disagrees with the evaluation, the employee may request a meeting with the District Administrator to discuss the evaluation. The employee is given a copy of the final evaluation and a copy is placed in the employee's personnel file. The employee has the right to place a written rebuttal to any portion of a performance evaluation in his or her personnel file,

### **Section 5.5 Training and Staff Meetings**

Full Time and part-time and on call employees are required to attend the following trainings

Monthly staff/Q/A/Q/I (ALS and BLS)

Yearly company meeting (usually in July)

Any scheduled meeting deemed as mandatory

**Note:** 100% attendance is the goal and excused absence should be the exception. Employees should notify the Operations Manager or designated training officer when he / she expects to be absent from scheduled mandatory meetings. Absence from a staff meeting does not relieve the employee of compliance with any policy issues raised and decided at staff meetings.

Failure to meet this requirement will subject the employee to disciplinary action.

Note: Employees who are on duty at the time of the above meetings are required to attend, unless committed to an emergency response or excused by the shift supervisor

Additional training requirements may be established by CLSD for either or both Full-time and Part-time employees. The Operations Manager will schedule required training topics, frequency, location and duration of training. Specialized or general training programs may be required of whole groups of employees or specific employees, as identified by need, by the Operations Manager.

Compensation for required trainings shall be hourly, based on actual time accrued, exclusive of travel time.

### **Section 5.6 Employment Separation**

Since employment with the CLSD is based on mutual consent, both the employee and the District have the right to terminate employment, at will, with or without cause, at any time. Terminations are an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

**RESIGNATION** - employment termination initiated by an employee who chooses to leave the CLSD voluntarily.

**DISCHARGE** - employment termination initiated by the CLSD.

**LAYOFF** - involuntary employment termination initiated by the CLSD for nondisciplinary reasons, including but not limited to the restructuring of operations.

**MEDICAL TERMINATION** - employment termination initiated by the employee or by the CLSD when an employee is unable, for health reasons, to continue to safely work.

**RETIREMENT** - voluntary retirement from active employment status initiated by the employee.

The CLSD will generally schedule exit interviews for terminating employees. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the organization, or return of District-owned property. Suggestions, complaints, and questions can also be voiced.

Employee benefits will be affected by employment termination. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

District property, such as keys, uniforms, automobiles, tools, audio equipment and credit cards, must be returned by you at the time the final paycheck is provided.

### Section 5.7 Letters of Reference

Letters of reference generally will be available to employees upon request, and will be based on the employee's actual performance.

### Section 5.8 Smoking/Tobacco Use

In keeping with the District's intent to provide a safe and healthful work environment, smoking or chewing tobacco in the work place is prohibited except in those locations that have been specifically designated as smoking areas. Approved smoking areas are outside of all buildings. Smoking is not permitted within any CLSD building, at hospitals, in the presence of the ambulance, or at other agency's premises. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

Smokers must dispose of cigarette butts, wrappers, and matches in an appropriate and safe manner. The ground is not acceptable for disposal of such items.

This policy applies equally to all employees, patients, and visitors.

### Section 5.9 Uniforms

Appearance of personnel is of paramount importance. Both the District and its individual representatives are judged more by appearance than by any other single factor. The appearance of all CLSD personnel must reflect a professional and acceptable image to those served. General appearance, safety, utility, comfort, and convenience are only some of the considerations made in the determination of the uniform and personal appearance policies of the District. In the performance of duties, personnel come in contact with many professional groups. This increases the responsibilities towards professionalism.

All Field personnel will wear only the uniform supplied by the District. The uniform for duty wear is navy blue jumpsuit or navy blue shirt and trousers with appropriate insignia, black boots, blue jacket or safety jacket. Boots are to be kept shined and in good repair. Receipts for reimbursements should pre-approved and be submitted to the operations manager.

District shoulder emblems, as provided by the District, will be worn on the left sleeve of the jacket and jumpsuit or shirt. The Sonoma County patch, as provided by the District, will be worn on the right sleeve of the jacket and jumpsuit or shirt. A patch stating paramedic or EMT may

be placed on the back of the jumpsuit, shirt, and/or jacket. Other pins or insignia may be worn discreetly on the uniform with prior approval by the Operations Manager. No clothing with other than CLSD insignia may be worn. Reflective tape will be placed on jumpsuit, shirt, pants, and/or jacket.

Uniforms will be clean, neat and in good condition at all times. Each full-time field employee will have at least one spare uniform available while on duty. The uniform must be clean and free of stains or altering colors.

Sunglasses are permissible; however, these will not be worn during any form of patient contact and will be removed before entering any building. Mirrored, neon-colored or unusual design sunglasses are not permitted.

Uniforms, including jackets, are to be worn only when representing the District. The uniform shall never be "loaned" to anyone not employed by the District.

It is the policy of the District to have its personnel in appropriate professional attire when providing service to the community. Crews are not authorized to wear the uniform off duty except for travel between home and the CLSD quarters.

Crews assigned special details (i.e., standbys, out of county transfers, special transfers) must be dressed in the District's uniform.

### Section 5.10 On the Job Illness/Injury

If you receive an injury or exposure to pathogens while on the job or in the course of employment, **IMMEDIATELY** report to your Supervisor the following information:

1. Time of accident
2. Location where accident occurred
3. Circumstance of accident
4. Description of injury
5. Witness(es) to accident

Injuries that you may feel are minor at the time of the accident may develop further complications. Report all accidents to your Supervisor **IMMEDIATELY** for your protection.

If you require a medical leave due to your illness or injury, the same procedures will be followed for on-the-job injury or illness (refer to page 14). CLSD will work closely with the workers' compensation insurance carrier and your primary physician to ensure that you are receiving the best care possible. It is important that you keep in touch on a regular basis with the Operations Manager as to when you will be able to return to work.

## Section 5.11 Reductions in Force

We at CLSD hope that a reduction in force never becomes necessary. However, if it is determined that it is warranted because of lack of work, reorganization or other considerations, the following procedures will apply. Before resorting to an involuntary layoff, CLSD may respond in several ways, including a voluntary reduction of hours or days of work or reducing hours or days of work.

If a voluntary approach is not sufficient to meet CLSD's needs, CLSD may implement an involuntary reduction in personnel. Employees will be selected for layoff carefully so as to be fair and consistent. All personnel policies, including CLSD's policy against discrimination, will be followed. Layoffs may be implemented on a District wide basis or in one or more departments, work groups or job classifications. Once it is determined what the scope of the layoff will be, employees will generally be laid off in the following order:

1. Temporary and on-call employees
2. Introductory employees
3. Part-time employees
4. Full-time employees

However, CLSD reserves the right to deviate from this order whenever circumstances warrant.

Within each of the classifications above, employees will be selected for layoff on a combination of factors, including, but not necessarily limited to, past performance and productivity, qualifications including flexibility to perform in a downsized environment, attendance and punctuality.

Employees who are laid off may reapply for employment when positions become available.

## Section 6 GENERAL INFORMATION

### Section 6.1 Bulletin Board

The bulletin board is located in the living quarters and is there to let you know what is going on in CLSD. Important notices about your job are posted there, as well as changes in District rules, policies and procedures. You are responsible for keeping up to date by reading the bulletin

bulletin board.

District bulletin boards are intended for the sole use of CLSD in communicating important information to employees. Bulletin boards are not intended for the personal use of employees, and, accordingly, only authorized District notices may be posted on District bulletin boards.

### Section 6.2 Safety/Workplace Security

To assist in providing a safe and healthy work environment for employees, patients and visitors, CLSD has established safety policies and training. This program is a top priority for CLSD. The Operations Manager along with supervisory staff has responsibility for implementing, administering, monitoring and evaluating the safety rules. Its success depends on the alertness and personal commitment of all.

CLSD is concerned about the growing risk of violence in the workplace. CLSD wants all employees to know that it will not tolerate threats or acts of violence in the workplace and that it is working to ensure that workplace security is an integral part of our Injury and Illness Prevention Program. This not only includes such things as physical violence or fighting, but also includes vulgar or abusive language, threatening, intimidating, bullying or coercive behavior aimed directly or indirectly at any employee, patient, visitor or person doing business with or for CLSD. For further details on CLSD's workplace security procedures, please ask the operations manager to arrange a review of CLSD's safety policies

All employees are expected to treat one other in a considerate and respectful manner in every interaction.

You are expected and required to report, without fear of retaliation, any condition that you believe poses a safety, health or security risk in the workplace. CLSD will investigate such reports promptly and thoroughly and take appropriate corrective action to support this policy, up to and including termination. CLSD will consider any comments or jokes regarding threats of violence as serious, and deal with them as outlined above.

CLSD provides information to employees about workplace safety, health and security issues through regular internal communication channels such as employee meetings, bulletin board postings, memos or other written communications.

Employees and Supervisors receive periodic workplace safety training. The training covers potential safety, health and security hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns or suggestions for improved safety and security in the workplace are encouraged to bring them to the Operations Manager's

attention so that the safety and welfare of all employees in our District can be improved. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

You are expected to obey safety rules and to exercise caution in all work activities. You must immediately report any unsafe condition to the Shift Supervisor and the Operations Manager. If you violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, you may be subject to disciplinary action, up to and including termination of employment.

Whenever accidents result in injury, regardless of how insignificant the injury may appear, you should immediately notify the Shift Supervisor or the Operations Manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

### **Section 6.3 First Aid**

First aid kits and materials are maintained and properly stocked at all times for use in the event of minor injuries. They are in the various ambulances and the apparatus bay. Should an injury occur, use common sense and do not hesitate to use **911** in the case of an emergency. You should be familiar with the safety and first aid procedures listed in your operational manual.

### **Section 6.4 Security**

If you notice a suspicious person on the premises or observe any unusual, peculiar activities, you must immediately notify the Shift Supervisor or the Operations Manager. Employees are to insure quarters are locked and secured and that only authorized visitors are admitted into quarters.

### **Section 6.5 Personal Property**

CLSD cannot be responsible for the loss or damage of your personal belongings or property while at work. You are expected to exercise proper care and judgment to protect against loss or damage to personal property. We urge you to be careful with handbags, wallets and other valuables — keep them out of sight.

CLSD also cannot be responsible for fire, theft or damage involving your personal vehicle, including while driving on District business. You can help by locking your vehicle and driving safely. CLSD will not replace personal items lost or damaged in the line of duty such as eyeglasses, hearing aids, etc.

Any articles lost or found should be reported to the Shift Supervisor or the Operations Manager so that a notice describing the article can be placed on CLSD bulletin board.

CLSD will not make restitution for any lost item(s), nor will CLSD notify the police, under normal circumstances. If you wish to complete a police report to claim a loss, you may do so on your own. However, you should coordinate the police officer's visit to the office with the Shift Supervisor or the Operations Manager.

### **Section 6.6 Locker and Desk Inspection**

You should remember that all areas of the CLSD facilities remain the sole property of CLSD. CLSD reserves the right to open and inspect lockers and desks, as well as any contents, effects or articles that are in lockers or desks. Such an inspection can occur at any time, with or without advance notice or consent. Such an inspection may be conducted during, before or after working hours by any Supervisor, Manager or security personnel designated by CLSD.

Prohibited or dangerous materials, including weapons, explosives, alcohol and illegal drugs, may not be placed in a locker or desk. As well, inappropriate materials such as pornography or information that could violate patient or employee confidentiality is prohibited. Perishable items also should not be left in lockers or desks for prolonged periods. If you fail to cooperate in any inspection when requested, you will be subject to disciplinary action, including possible suspension or termination. CLSD is not responsible for any articles that are placed or left in a locker or desk that are lost, damaged, stolen or destroyed.

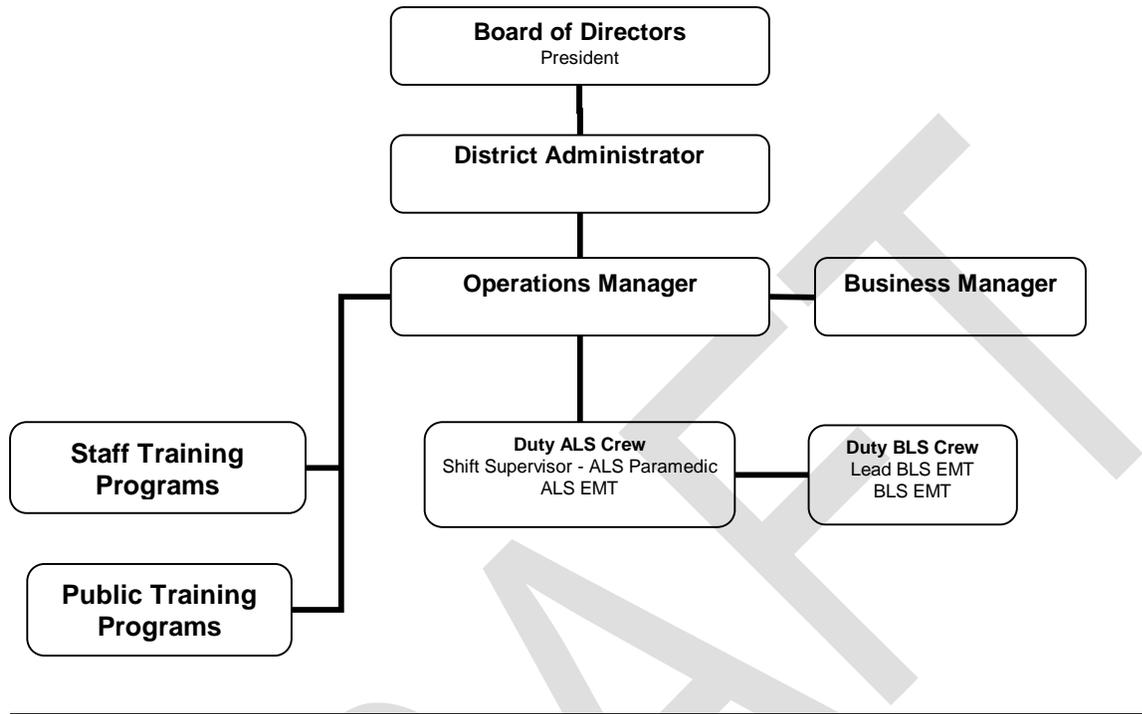
### **Section 6.7 Policy Changes**

It is inevitable that new policies and benefits will need to be written from time to time and that old policies (including benefits) will need to be revised. While we reserve the right to make these changes without notice, we will strive to advise you in a timely manner of any changes affecting your employment.

We have attempted to be as comprehensive as possible in preparing this Handbook. However, this Handbook is not a contract of employment. It merely establishes guidelines to govern our daily activities. Should you need further information, or if you would like to discuss any policies in the Handbook, please feel free to speak the Operations Manager or the District Administrator.

**Again, Welcome to CLSD!**

DRAFT



**Appendix A: District Organizational Chart**

## ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

By my signature below, I acknowledge that I have received a copy of this *Employee Handbook*. I also acknowledge that I have read and understand the contents of the *Employee Handbook*, and I (check one) do \_\_\_\_ do not \_\_\_\_ want to discuss the handbook or any particular policies, benefits or procedures described in it with my Supervisor or another District official. I also acknowledge that this *Employee Handbook* supersedes and replaces any other employee handbook or similar document that may have been previously distributed by CLSD. I further acknowledge that my employment with CLSD is not for a specified period of time and can be terminated at any time for any or no reason, with or without cause or notice, by me or by CLSD.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Employee's Printed Name \_\_\_\_\_

## ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

(Copy for Personnel File)

By my signature below, I acknowledge that I have received a copy of this *Employee Handbook*. I also acknowledge that I have read and understand the contents of the *Employee Handbook*, and I (check one) do  do not  want to discuss the handbook or any particular policies, benefits or procedures described in it with my Supervisor or another District official. I also acknowledge that this *Employee Handbook* supersedes and replaces any other employee handbook or similar document that may have been previously distributed by CLSD. I further acknowledge that my employment with CLSD is not for a specified period of time and can be terminated at any time for any or no reason, with or without cause or notice, by me or by CLSD.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee's Printed Name \_\_\_\_\_