

# Kaweah Delta Health Care District Board Of Directors Committee Meeting

*Health is our Passion. Excellence is our Focus. Compassion is our Promise.*

## MEETING NOTICE

The Human Resource Board Committee of the Kaweah Delta Health Care District will meet in the Executive Office Conference Room {305 W Acequia Avenue, Visalia, CA} on Wednesday, December 10, 2025:

- 4:00PM Open meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate at this meeting, please contact the Board Clerk (559) 624-2330. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Kaweah Delta Health Care District Board of Directors meeting.

All Kaweah Delta Health Care District regular board meeting and committee meeting notices and agendas are posted 72 hours prior to meetings (special meetings are posted 24 hours prior to meetings) in the Kaweah Health Medical Center, Mineral King Wing near the Mineral King entrance.

The disclosable public records related to agendas can be obtained by contacting the Board Clerk at Kaweah Health Medical Center – Acequia Wing, Executive Offices (Administration Department/Executive Offices) {1st floor}, 400 West Mineral King Avenue, Visalia, CA via phone 559-624-2330 or email: [kedavis@kaweahhealth.org](mailto:kedavis@kaweahhealth.org), or on the Kaweah Delta Health Care District web page <http://www.kaweahhealth.org>.

KAWEAH DELTA HEALTH CARE DISTRICT

David Francis, Secretary/Treasurer



Kelsie Davis

Board Clerk / Executive Assistant to CEO

### DISTRIBUTION:

Governing Board, Legal Counsel, Executive Team, Chief of Staff, [www.kaweahhealth.org](http://www.kaweahhealth.org)

# Kaweah Delta Health Care District Board of Directors Committee Meeting

*Health is our Passion. Excellence is our Focus. Compassion is our Promise.*



## **KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS HUMAN RESOURCES COMMITTEE**

Wednesday, December 10, 2025

Kaweah Health Medical Center

305 W. Acequia Avenue, Executive Office Conference Room (1<sup>st</sup> Floor)

**ATTENDING:** Directors: Lynn Havard Mirviss (chair) & Armando Murrieta; Gary Herbst, CEO; Dianne Cox, Chief Human Resources Officer; Brittany Taylor, Director of Human Resources; Raleen Larez, Director of Employee Relations; Hannah Mitchell, Director of Organizational Development; Jaime Morales, Director of Talent Acquisition; JC Palermo, Director of Physician Recruitment; Dr. Paul Stefanacci, Chief Medical Officer/Chief Quality Officer; Kelsie Davis, Recording

### **OPEN MEETING – 4:00 PM**

**CALL TO ORDER** – Lynn Havard Mirviss

**PUBLIC PARTICIPATION** – Members of the public may comment on agenda items before action is taken and after it is discussed by the Board. Each speaker will be allowed five minutes. Members of the public wishing to address the Board concerning items not on the agenda and within the jurisdiction of the Board are requested to identify themselves at this time.

1. [MINUTES](#)- Review of August 13, 2025, meeting minutes.
2. [MEDICAL STAFF RECRUITMENT](#)– Overview and discussion of the monthly physician recruitment report.
3. [HUMAN RESOURCES PENSION PLAN AMENDMENT](#) – Overview and discussion.
4. [401 RESOLUTION](#)- Overview and discussion.
5. [KAWEAH CARE STEERING COMMITTEE](#)- Presentation and Engagement Update.
6. [HUMAN RESOURCES POLICIES](#) – Review of the proposed Human Resources policies (Recruitment, Leave Administration, Discipline, Code of Conduct, etc.) as reviewed and recommended to be presented to the Board for approval.

**ADJOURN** – Lynn Havard Mirviss, Committee Chair

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Mike Olmos • Zone 1  
President

Lynn Havard Mirviss • Zone 2  
Vice President

Dean Levitan, MD • Zone 3  
Board Member

David Francis • Zone 4  
Secretary/Treasurer

Armando Murrieta • Zone 5  
Board Member

# Kaweah Delta Health Care District

## Board of Directors Committee Meeting

*Health is our Passion. Excellence is our Focus. Compassion is our Promise.*



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*arrangements to ensure accessibility to the Kaweah Delta Health Care District Board of Directors meeting.*

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**Mike Olmos • Zone 1**  
President

**Lynn Havard Mirviss • Zone 2**  
Vice President

**Dean Levitan, MD • Zone 3**  
Board Member

**David Francis • Zone 4**  
Secretary/Treasurer

**Armando Murrieta • Zone 5**  
Board Member

MINUTES-



## ***KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS HUMAN RESOURCES COMMITTEE MINUTES***

Wednesday, August 13, 2025  
Kaweah Health Medical Center  
305 Acequia Avenue, Executive Office Conference Room

**PRESENT:** Directors: Lynn Havard Mirviss (chair) and Armando Murrieta; Gary Herbst, CEO; Ryan Gates, Chief Ambulatory Officer; Raleen Larez, Director of Employee Relations; Hannah Mitchell, Director of Organizational Development; JC Palermo, Director of Physician Recruitment; Paul Stefanacci, M.D., Chief Medical & Quality Officer; Kelsie Davis, recording

**CALLED TO ORDER** – at 4:00pm by Director Havard Mirviss

**PUBLIC PARTICIPATION** –None.

**MINUTES**- Reviewed from June 11, 2025.

**MEDICAL STAFF RECRUITMENT** – JC gave an updated overview and discussion of the monthly physician recruitment report. The report is attached hereto the minutes.

**STAFFING REPORT** – Jaime presented all new leaders that have joined the Kaweah family. We have hired 37 new directors and/or managers. We filled 12 directors in the last year and 8 are external, 4 are internal promotions. We hired 25 managers, 10 are external and 15 are internal promotions. Overall, we are down to 360 open positions.

**KAWEAH CARE EMPLOYEE AND PHYSICIAN ENGAGEMENT** – Hannah reviewed the employee portion of the presentation and Dr. Stefanacci reviewed the physician portion of the slides, which is attached hereto the minutes.

**HUMAN RESOURCES POLICIES** – Brittany and Raleen reviewed the Human Resources policies as revised and recommended to be presented to the Board for approval. Attached hereto the minutes.

**ADJOURN** – at 5:03pm by Director Havard Mirviss

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**MEDICAL STAFF RECRUITMENT–**

# Board Report - Physician Recruitment - Nov 2025

	Specialty	Group	Phase	Expected Start Date
1	Vascular Surgery	South Valley Vasc	Site Visit	
2	General Surgery	SAMGI	Site Visit	
3	Pulmonology	TBD	Site Visit	
4	Cardiology (EP)	TBD	Site Visit	
5	Family Medicine	TBD	Site Visit	
6	General Surgery	SAMGI	Site Visit	
7	General Surgery	SAMGI	Site Visit	
8	General Surgery	SAMGI	Site Visit	
9	General Surgery	SAMGI	Site Visit	
10	General Surgery	SAMGI	Site Visit	
11	General Surgery	SAMGI	Site Visit	
12	General Surgery	SAMGI	Site Visit	
13	General Surgery	SAMGI	Site Visit	
14	General Surgery	SAMGI	Site Visit	
15	General Surgery	SAMGI	Site Visit	
16	Orth Surgeon (Hand)	Orthopedic Assoc	Site Visit	
17	Interventional Radiology	Mineral King Radiology	Site Visit	
18	OBGYN	TBD	Site Visit	
19	Radiology	TBD	Screening	
20	Family Medicine	TBD	Screening	
21	Family Medicine	TBD	Screening	
22	Family Medicine	TBD	Screening	
23	Cardiac Anesthesia	Oak Creek	Screening	
24	Anesthesia (Cardiac)	Oak Creek	Screening	
25	Orth Surgeon (Hand)	Orthopedic Assoc	Screening	
26	Gastroenterology	TBD	Screening	
27	Urology	1099 - KH Direct	Offer Extended	
28	Pediatrics	TBD	Offer Extended	
29	ENT	Valley ENT	Offer Extended	
30	OBGYN	TBD	Offer Extended	
31	Family Medicine	TBD	Offer Accepted	
32	Adult Hospitalist	Valley Hospitalist Group	Offer Accepted	
33	Cardiothoracic Surgery	TBD	Offer Accepted	
34	Family Medicine	1099 - KH Direct	Offer Accepted	
35	Endocrinology	1099 - KH Direct	Offer Accepted	TBD
36	Neurology	1099 - KH Direct	Offer Accepted	TBD
37	Neonatology	Valley Childrens	Offer Accepted	11/03/25
38	Neonatology	Valley Childrens	Offer Accepted	07/28/25
39	Cardiology (EP)	TBD	Leadership Call	
40	Cardiology (EP)	TBD	Leadership Call	
41	General Surgery	TBD	Leadership Call	
42	PM&R	TBD	Leadership Call	
43	Family Medicine	TBD	Leadership Call	
44	General Surgery	TBD	Leadership Call	
45	Psychiatry	Oak Stone Medical Group	Leadership Call	
46	General Surgery Program Director	TBD	Leadership Call	
47	Hospitalist	TBD	Applied	
48	Sleep and Obesity	TBD	Applied	

	Specialty	Group	Phase	Expected Start Date
49	Family Medicine	TBD	Applied	
50	Pediatrics	TBD	Applied	
51	Urogynecology	TBD	Applied	
52	Urogynecology	TBD	Applied	
53	Family Medicine	TBD	Applied	

# HUMAN RESOURCES PENSION PLAN AMENDMENT

**MEMORANDUM**

**TO:** Kaweah Delta Health Care District  
Board of Directors

**FROM:** Human Resources

**RE:** Plan Amendment  
Kaweah Delta Health Care District Employees' Retirement Plan

**DATE:** December 2025

The purpose of this Memorandum is to familiarize the Board of Directors with the plan amendment for 2025.

**Amendment Overview****SECTION 8.1 (b): Termination.**

If a Participant commences their benefit after age 65, the Participant's benefit will increase in accordance with the Actuarial Equivalent of this Plan until such time the benefit commences.

This has been the administrative practice that has been in place since the commencement of the plan. This provision will be added to the plan effective 1/1/2026. The amendment needs to be signed by **12/31/2025**.

**Suggested Action and Next Steps**

Approve amending the plan document to align with the administrative practice that has been in place since the start of the plan.

**KAWEAH DELTA HEALTH CARE DISTRICT**

**EMPLOYEES' RETIREMENT PLAN**

**Amended and Restated  
Effective January 1, 2026 unless otherwise  
stated**

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**KAWEAH DELTA HEALTH CARE DISTRICT  
EMPLOYEES' RETIREMENT PLAN**

**THIS PLAN** is executed by Kaweah Delta Health Care District, a California local health care district and political subdivision of the State of California, with its principal office and place of business at 400 West Mineral King Avenue, Visalia, hereinafter referred to as "Employer".

**WITNESSETH**

**WHEREAS**, the Employer established the Kaweah Delta Health Care District Employees' Retirement Plan, formerly known as the Kaweah Delta Hospital District Employees' Retirement Plan, (the "Plan") effective as of July 1, 1984;

**WHEREAS**, the Plan was most recently amended and restated effective July 1, 2013, and amended on several occasions thereafter;

**WHEREAS**, the Plan is a "governmental plan" under Section 414(d) of the Internal Revenue Code of 1986 (the "Code"), as amended, and under Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), because it is established and maintained by a political subdivision of a State; and

**WHEREAS**, the Employer intends that the Plan and trust established hereunder be qualified under Code Section 401 (a) as it is applicable to "governmental plans" as provided under the last sentence of Code Section 401(a) and that it satisfies ERISA as it is applicable to "governmental plans" as provided under ERISA Section 4(b)(1);

**WHEREAS**, the Employer has frozen all accruals under the Plan as of June 30, 2011; and

**WHEREAS**, the Trust Agreement between the Trustee and the Employer shall be set forth in a separate document;

**WHEREAS**, the form of this Plan has been approved by the Employer;

**NOW, THEREFORE:**

## **ARTICLE I**

### **NAME OF PLAN**

**1.1 Name of Plan.** The Plan shall be known as the Kaweah Delta Health Care District Employees' Retirement Plan.

**1.2 Effective Date of Plan.** The original effective date of the Plan was July 1, 1984. The Plan is hereby amended and restated effective July 1, 2013 unless another effective date is stated herein. The benefit payable to or on behalf of a Participant included under the Plan in accordance with the following provisions shall not be affected by the terms of any amendment to the Plan adopted after such Participant's service terminates, unless the amendment expressly provides otherwise.

## **ARTICLE II**

### **DEFINITIONS**

Whenever used herein, unless the context clearly indicates otherwise, the masculine gender shall be deemed to include the feminine gender, the singular may include the plural, and the following words and phrases shall have the following meanings:

**2.1 Accrued Benefit** shall mean that portion of a Participant's retirement benefit to which he or she or they would be entitled at normal retirement date or at any point in time by reason of his or her or their service credited under this Plan for benefit accrual purposes. A Participant's Accrued Benefit is computed without reference to whether or not it is nonforfeitable. All benefit accruals under the Plan ceased as of June 30, 2011, and all Plan Participant benefits were frozen as of June 30, 2011.

**2.2 Actuarial Equivalent** shall mean a sum or payment at a given point in time which, when computed on the basis of the applicable actuarial assumptions, has the same or equivalent value as another sum or payment at any other point in time. The actuarial assumptions to be used are the 1971 Group Annuity Mortality Tables and an interest rate of eight (8) percent per annum, compounded annually. In determining Actuarial Equivalencies, the male, mortality rates shall be applied to all Participants and the female mortality rates shall be applied to all joint annuitants.

For purposes of determining the lump sum present value of a Participant's vested Accrued Benefit for purposes of Section 8.4, the value shall be determined as of the date of the distribution using the following interest rate assumptions:

(a) For Plan Years beginning before July 1, 2002, the lesser of the rate specified in the first paragraph hereof, or the rate, in effect at the beginning of the Plan Year, which would be used by the Pension Benefit Guaranty Corporation for valuing a lump sum distribution on plan termination.

(b) For Plan Years beginning on or after July 1, 2002, the interest rate specified in the first paragraph hereof.

**2.3 Adjustment Date** shall mean the last day of each Plan Year.

**2.4 Applicable Mortality Table** shall mean, effective for limitation years beginning on or after July 1, 2000 for purposes of the limitations of Plan Section 4.2, the mortality table prescribed by the Secretary of the Treasury, utilizing the prevailing National Association of Insurance Commissioners standard table (as described in Code Section 807(d)(5)(A)) used to determine reserves for group annuity contracts issued on the date as of which the present value is being determined (without regard to any other subparagraph of Code Section 807(d)(5)); the "applicable mortality table" used is the gender neutral 1983 Group Annuity Mortality Table set forth in Revenue Ruling 96-5. Notwithstanding any other Plan provision to the contrary, effective for distributions with annuity starting dates on or after January 1, 2003, "applicable mortality table" shall refer to the mortality table prescribed in Rev. Ruling 2001-62.

**2.5 Board** shall mean the Employer's Board of Directors.

**2.6 Code** shall mean the Internal Revenue Code of 1986, as amended from time to time.

**2.7 Committee** shall mean the Retirement Plan Committee provided for in Article XII.

**2.8 Computation Period** shall mean the period designated for purposes of determining an Employee's Years of Service and Breaks in Service for benefit accrual, eligibility, and vesting as follows:

(a) **Accrual Computation Period** shall mean the Plan Year.

(b) **Eligibility Computation Period** shall mean the six (6) consecutive month period beginning on the date on which the Employee first completes an Hour of Service with the Employer, or any six (6) consecutive month period thereafter. In the case of a former Employee, a new Eligibility Computation Period shall begin on the date on which the Employee first completes an Hour of Service following his or her or their resumption of service for the Employer.

(c) **Vesting Computation Period** shall mean the Plan Year.

**2.9 Employee** shall mean, effective July 1, 1994, any person in the service of the Employer. Employee shall not mean an independent contractor. If a person whom the Employer has classified as an independent contractor is subsequently reclassified as, or determined to be, an employee by the Internal Revenue Service, any other governmental agency or authority or a court, or if the Employer is required to reclassify such an individual as an employee as a result of such reclassification or determination (including any reclassification by, the Employer in settlement of any claim or action relating to such individual's employment status), such individual will not become eligible to become a Participant in this Plan by reason of such reclassification or determination.

**2.10 Employer** shall mean Kaweah Delta Health Care District, a political subdivision of the State of California.

**2.11 Enrollment Date** shall mean the first day of the pay period following the date the Employee has completed six (6) months of employment with the Employer.

**2.12 ERISA** shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

**2.13 Fiscal Year** shall mean the Employer's fiscal year for federal income tax purposes.

**2.14 High Three Year Average Compensation** shall mean the average of the thirty-six (36) consecutive monthly earning rates during the Employee's employment with the Employer that produce the highest average rate. Monthly earnings shall mean regular monthly pay, including merit lump sum payments, but excluding bonus, overtime, or other lump sum payments. For purposes of this Section, it shall be assumed that the High Three Year Average Compensation shall be the period (as described herein) which immediately precedes termination of employment unless the Employee can demonstrate that a different consecutive three-year (36- month) period applies. Effective July 1, 2013, in no event, however, shall monthly earnings when determined on an annual basis include an amount in excess of \$255,000, as adjusted for cost-of-living increases by the Secretary of the Treasury.

Notwithstanding any provision to the contrary, effective for Plan Years beginning on or after July 1, 1996:

(a) in no event shall the monthly earnings of a "noneligible participant," when determined on an annual basis, include an amount in excess of \$255,000, as adjusted by the Secretary of the Treasury for increases in the cost of living. A "noneligible participant" is an Employee who becomes a Participant in the Plan on or after July 1, 1996; and

(b) in no event shall the monthly earnings of an "eligible participant," when determined on an annual basis, include an amount in excess of the greater of:

(1) the amount of monthly earnings determined on an annual basis permitted to be taken into account under the Plan as in effect on July 1, 1993; or

(2) the limit applicable to a "noneligible participant" for the Plan Year under subparagraph (a) above.

For purposes of this paragraph (b), an "eligible participant" is an Employee who becomes a Participant in the Plan prior to July 1, 1996.

Notwithstanding any provision herein that might be interpreted to the contrary, monthly earnings shall include any compensation that is deferred by or on behalf of an Employee under a deferred compensation plan or agreement maintained by or with the Employer. Such deferred compensation shall be considered to be monthly earnings at the time of its deferral. Notwithstanding the foregoing, any deferred compensation shall be included in compensation if, and only if, the Employee qualifies to receive the deferred compensation under the applicable deferred compensation plan or agreement.

For purposes of determining a Participant's benefit for a Plan Year beginning on or after July 1, 2002, the Compensation for any prior determination period is subject to the applicable annual Compensation limit in effect for that prior period.

Effective for Plan Years beginning on or after July 1, 2011, a Participant's High Three Year Average Compensation shall be no greater than the amount determined as of June 30, 2011.

**2.15 Hour of Service** shall mean:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer during the applicable computation period.

(b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Notwithstanding the preceding sentence,

(1) No more than 501 Hours of Service are required to be credited under this paragraph to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single Computation Period);

(2) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with

applicable worker's compensation, unemployment compensation, or disability insurance laws; and

(3) Hours of service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

For purposes of this paragraph, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c).

(d) Each hour with which an Employee would normally be credited (or eight hours per normal working day if the Plan is unable to determine the Employee's hours) during the Employee's absence from work and the absence is because of the Employee's pregnancy, the birth of the Employee's child, the placement of a child with the Employee in connection with the Employee's adoption of the child, or for purposes of caring for such child for a period beginning immediately after the child's birth or placement. An Employee shall be credited with his or her or their Hours of Service determined under this paragraph (d) only for the purpose of determining whether the Employee has incurred a One-Year Break in Service and the number of Hours of Service credited to an Employee in connection with such pregnancy or placement shall not exceed 501. Hours of Service credited under this paragraph (d) shall be credited in the Computation Period in which the Employee's absence begins or in the next following Computation Period if the hours credited under this paragraph are not needed to prevent the Employee from incurring a One-Year Break in Service in the earlier Computation Period. The Committee may establish reasonable requirements for information to be furnished by the Employee to show that his or her or their absence is for a reason referred

to under this paragraph and the number of days of such absence. The Employee shall be credited with his or her or their hours under this paragraph only if he or she or they provides the required information on a timely basis.

(e) Other than as specifically required under this Section, the determination of Hours of Service for reasons other than the performance of duties, and the crediting of Hours of Service to Computation Periods, shall be made in accordance with Department of Labor Regulations 2530.200b-2(b) and (c).

**2.16 Joint and Survivor Annuity** shall mean an annuity for the life of the Participant with a survivor annuity for the life of his or her or their designated Beneficiary that is fifty percent (50%) or one hundred percent (100%), as elected by the Participant, of the amount of the annuity payable during the joint lives of the Participant and his or her or their designated Beneficiary. The Joint and Survivor Annuity shall be the Actuarial Equivalent of the Single-Life Annuity.

**2.17 One-Year Break in Service** shall mean the applicable Computation Period during which an Employee is not credited with more than 500 Hours of Service.

**2.18 Participant** shall mean an Employee who satisfies the eligibility requirements of this Plan and commences participation in the Plan.

**2.19 Plan** shall mean the Kaweah Delta Health Care District Employees' Retirement Plan and all subsequent amendments thereto.

**2.20 Plan Year** shall mean the twelve-month period which ends on the last day of June and shall be the year on which the records of the Plan are kept. In applying the limitations of Code Section 415, the Plan Year shall be the Limitation Year.

**2.21 Qualified Joint and Survivor Annuity** shall mean the 50% or 100% Joint and Survivor Annuity described in Section 2.16 with the Participant's Spouse as joint annuitant. The Qualified Joint and Survivor Annuity shall be the Actuarial Equivalent of the Single-Life Annuity.

**2.22 Salary Deferral Plan Annuity Benefit** shall mean the Single-Life Annuity which would be paid to the Participant as an Actuarial Equivalent to the portion of the Participant's account balance under the Kaweah Delta Health Care District Employees' Salary Deferral Plan at his or her or their date of retirement that equals the contribution made by the

Participant of six (6%) of his or her or their compensation for each year from July 1, 1984, until the Participant retires from the employment of the Employer to such Salary Deferral Plan.

**2.23 Single-Life Annuity** shall mean an annuity under which payments are made to the retiring Participant for the life of a Participant and cease upon the death of the Participant. A Single-Life Annuity shall be the normal form of settlement under this Plan.

**2.24 Spouse** shall mean the lawful husband or wife of the Participant.

**2.25 Surviving Spouse** shall mean the Participant's Spouse surviving at the date of the Participant's death or a former Spouse of the Participant if a domestic-relations order, as defined under Code Section 414(p), requires that such former Spouse be treated as a Surviving Spouse for purposes of determining survivor benefits upon the Participant's death.

**2.26 Total Disability** shall mean a disability for which the Participant has submitted evidence to the Committee that he or she or they is eligible for, and shall receive, disability benefits under the Federal Social Security Act.

**2.27 Trust Fund or Fund** shall mean all contributions received by the Trustee for purposes of the Plan, the investment thereof and the earnings and appreciation thereon, less payments made to carry out the Plan. The Trust Agreement entered into by the Employer with the Smith Barney Corporate Trust Company, shall govern the operation of the Trust Fund.

**2.28 Trustee** shall mean the Smith Barney Corporate Trust Company, or any successor Trustee or Trustees hereunder.

**2.29 Year of Service** shall mean:

(a) For purposes of determining an Employee's Years of Service for eligibility for early retirement under Section 4.1(b), Year of Service shall mean the completion of 1,000 or more Hours of Service during an Accrual Computation Period.

(b) For purposes of determining an Employee's nonforfeitable interest in his or her or their Accrued Benefit, Year of Service shall mean the completion of 1,000 or more Hours of Service during the Employee's Vesting Computation Period.

(c) In no event shall Years of Service include service prior to July 1,

1994 of any employee paid on a per diem basis and any part-time hourly employee who was excluded as an “Employee” under the terms of the Plan as in effect prior to July 1, 1994.

**2.30 Year of Credited Service** shall mean 1,720 Hours of Service during any Plan Year during which the Employee is actively participating in the Plan. The determination of Years of Credited Service shall be subject to the following provisions:

(a) In the case of any Employee that has a quoted monthly salary, but in no event including any Employee who is paid on a per diem basis or who is a part-time hourly Employee:

(1) a fractional year of Credited Service shall be credited if such Employee is credited with at least 1,000 Hours of Service are credited in a Plan Year.

(2) For a Plan Year commencing on or after July 1, 1990, in which a Participant has less than 1,000 Hours of Service as a Participant and

- a. First becomes a Participant, or
- b. Qualifies for renewed eligibility as a Participant under Section 3.2, or
- c. Has a termination of employment, reaches retirement date, or dies,

such Participant will receive a fractional Year of Credited Service if his or her or their Hours of Service in such Plan Year are equal to or greater than the product of 1,000 Hours of Service times the ratio of the number of completed months of active participation in such Plan Year divided by twelve. The fractional year of Credited Service thus granted shall be equal to the number of his or her or their completed Hours of Service in such Plan Year divided by 1,720, subject to a maximum of one Year of Credited Service.

(b) In the case of any Employee who is paid on a per diem basis or who is a part-time hourly Employee:

(1) For a Plan Year commencing on or after July 1, 1994, in which a Participant has less than 1,720 Hours of Service as a Participant and

- a. First becomes a Participant, or
- b. Qualifies for renewed eligibility as a Participant under Section 3.2, or
- c. Has a termination of employment, reaches retirement date, or dies,

such Participant will receive a fractional Year of Credited Service if his or her or their Hours of Service in such Plan Year are equal to or greater than the product of 1,720 Hours of Service times the ratio of the number of completed months of active participation in such Plan Year divided by twelve. The fractional year of Credited Service thus granted shall be equal to the number of his or her or their completed Hours of Service in such Plan Year divided by 1,720, subject to a maximum of one Year of Credited Service.

(c) Credit for more than one Year of Service shall not be allowed for service rendered in any Plan Year.

(d) Year of Credited Service shall include all full-time years of employment credited under the California Public Employees Retirement System ("P.E.R.S.") Retirement Plan or any reciprocal retirement system to this Plan and Trust prior to July 1, 1984 provided that the Employee has rolled over his or her or their distribution as of June 30, 1984 directly from the P.E.R.S. Retirement Plan or any reciprocal retirement system. If the Employee (i) left his or her or their benefit with P.E.R.S. or any reciprocal retirement system or (ii) withdrew his or her or their contribution from P.E.R.S. or any reciprocal retirement system and did not roll over the distribution to this Plan and Trust, the crediting of Years of Credited Service shall commence after June 30, 1984.

In no case may a Participant roll over his or her or their distribution of June 30, 1984 from the P.E.R.S. Retirement Plan or any reciprocal retirement system to this Plan and Trust after June 30, 1988.

(e) A Participant shall have a one-time opportunity to elect to convert all but 40 hours of his or her or they accrued but unused sick leave hours as of June 30, 2011, to Hours of Service for purposes of determining if he or she or they has earned a Year of Credited Service for the Plan Year ending June 30, 2011. Such election shall be irrevocable and subject to the procedure and timing requirements as set forth by the Committee.

(f) Years of Credited Service which correspond to the Years of Service which are disregarded under the provisions of Section 7.2 shall also be disregarded. Years of Credited Service shall also be disregarded as provided under Sections 4.6, 8.4, and 8.9.

(g) No Participant shall earn any Years of Credited Service after June 30, 2011.

## **ARTICLE III**

### **ELIGIBLE EMPLOYEES**

**3.1 Requirements.** Each employee who was a member of P.E.R.S. on June 30, 1984 will be eligible to participate immediately. Subject to Section 3.3, all other employees will be eligible to participate on the enrollment date following the Employee's Eligibility Computation Period. Effective January 1, 2003, no Employee shall be eligible to become a Participant in the Plan.

**3.2 Participation on Re-Employment.** A former Participant shall be required to again complete the eligibility requirements of this Article in order to participate in this Plan. A former Participant who is rehired on or after January 1, 2003 shall not be eligible to participate in this Plan.

**3.3 Ineligible Employees.** Notwithstanding the provisions of Section 3.1, an Employee shall not participate in this Plan if (1) the Employee is a member of a collective bargaining unit for which retirement benefits have been the subject of good faith bargaining between employee representatives and the Employer, unless the bargaining agreement specifically requires participation in this Plan; (2) the Employee's most recent date of hire was on or after January 1, 2003; or (3) the Employee's most recent date of hire was on or before December 31, 2002 but the Employee elected to participate in the Kaweah Delta Health Care District Employees' Salary Deferral Plan's special matching contribution component instead of this Plan. In addition, a leased employee as described at Code Section 414(n) shall not be eligible to participate in the Plan.

**3.4 Inactive Participants.** In the event a Participant transfers to an ineligible class of Employees, such Employee's participation in this Plan for purposes of benefit accrual shall cease as of such date. Any Participant who elected to participate in the Kaweah Delta Health Care District Employees' Salary Deferral Plan's special matching contribution component instead of this Plan may never again participate in this Plan.

**3.5 Qualified Military Service.** Notwithstanding any provision of the Plan to the contrary, benefits and service credits with respect to "qualified military service" will be provided in accordance with Code Section 414(u) to the extent that an Employee's

reemployment rights are protected under the Uniformed Services Employment and Reemployment Rights Act of 1994. “Qualified military service” means any service in the uniformed services (as defined in chapter 43 of Title 38, United States Code) where the Participant’s right to reemployment is protected by law.

## **ARTICLE IV**

### **RETIREMENT BENEFITS**

#### **4.1 Retirement Age and Benefit.**

(a) **Normal Retirement.** The normal retirement date is the Participant’s sixty-fifth (65th) birthday. Upon retirement at the normal retirement date, a Participant shall be entitled to receive a monthly Single-Life Annuity equal to two percent (2%) of the Employee’s High Three Year Average Compensation, multiplied by the Employee’s Years of Credited Service.

(b) **Early Retirement.** Those Participants who were members of P.E.R.S. on June 30, 1984 may elect early retirement to be effective on any date prior to his or her or their normal retirement date, provided that such Participants have attained age fifty (50) and have completed at least five (5) Years of Service. All future Participants may elect earlier retirement to be effective on any date prior to his or her or their normal retirement date, provided that such Participants have attained age fifty-five (55) and have completed at least ten (10) Years of Service. Benefits upon electing early retirement are as follows:

Age 50	1.20% times Years of Service
Age 51	1.26% times Years of Service
Age 52	1.32% times Years of Service
Age 53	1.38% times Years of Service

Age 54	1.44% times Years of Service
Age 55	1.50% times Years of Service
Age 56	1.56% times Years of Service
Age 57	1.62% times Years of Service
Age 58	1.68% times Years of Service
Age 59	1.76% times Years of Service
Age 60	1.80% times Years of Service
Age 61	1.84% times Years of Service
Age 62	1.88% times Years of Service
Age 63	1.92% times Years of Service
Age 64	1.96% times Years of Service
Age 65	2.00% times Years of Service

(c) **Minimum Benefit Guarantee.** So long as the benefit formula described in the Plan is in effect, any Employee who was a Participant in P.E.R.S. on June 30, 1984, elects to have transferred all, or the portion referred to in subparagraph (1) below of his or her or their account under the Kaweah Delta Health Care District Employees' Salary Deferral Plan to "purchase" the Salary Deferral Plan Annuity Benefit, and satisfies the following conditions shall be guaranteed a minimum monthly pension at retirement age from the combined benefits of this Plan and the Salary Deferral Plan Annuity Benefit:

(1) The Participant contributed six (6%) percent of his or her or their compensation to the Kaweah Delta Health Care District Employees' Salary Deferral Plan for each year from July 1, 1984 until the Participant retires from the employment of the Employer.

(2) The Participant transferred the full amount of his or her or their contribution (with interest) as of June 30, 1984 directly from P.E.R.S. to

this Plan and did not subsequently withdraw any portion of such transferred amount or interest thereon.

The minimum guaranteed monthly pension is the following percent multiplied by the Participant's High Three Year Average Compensation times the Participant's Years of Credited Service:

<b>Age at Retirement</b>	<b>Percent Per Year of Credited Service</b>
50.00	1.092%
50.25	1.108%
50.50	1.124%
50.75	1.140%
51.00	1.156%
51.25	1.173%
51.50	1.190%
51.75	1.207%
52.00	1.224%
52.25	1.242%
52.50	1.260%
52.75	1.278%
53.00	1.296%
53.25	1.316%
53.50	1.336%
53.75	1.356%
54.00	1.376%
54.25	1.397%
54.50	1.418%

<b>Age at Retirement</b>	<b>Percent Per Year of Credited Service</b>
54.75	1.439%
55.00	1.460%
55.25	1.483%
55.50	1.506%
55.75	1.529%
56.00	1.552%
56.25	1.577%
56.50	1.601%
56.75	1.626%
57.00	1.650%
57.25	1.677%
57.50	1.704%
57.75	1.731%
58.00	1.758%
58.25	1.787%
58.50	1.816%
58.75	1.845%
59.00	1.874%
59.25	1.906%
59.50	1.937%
59.75	1.969%
60.00	2.000%
60.25	2.034%

<b>Age at Retirement</b>	<b>Percent Per Year of Credited Service</b>
60.50	2.067%
60.75	2.101%
61.00	2.134%
61.25	2.170%
61.50	2.203%
61.75	2.238%
62.00	2.272%
62.25	2.309%
62.50	2.345%
62.75	2.382%
63.00 and above	2.418%

(d) **Postponed Retirement.** A Participant may continue in the employ of the Employer beyond his or her or their normal retirement date. The Participant will accrue the greater of:

(1) the Accrued Benefit as of his or her or their normal retirement date, increased in accordance with the Actuarial Equivalent of this Plan or

(2) the Accrued Benefit as of his or her or their postponed retirement date.

(e) **Plan Is Frozen as of June 30, 2011.** The Employer has frozen all future accruals under the Plan as of June 30, 2011. All benefit calculations as described in this Section 4.1 and elsewhere in the Plan shall only consider accruals, Years of Service, Years of Credited Service, and Compensation earned and accrued through June 30, 2011. In the event that all or any part of the amendment freezing accruals and benefits under the Plan is held to be unenforceable, then a Participant's required future accruals under this Plan, if any, will be offset/reduced by the Actuarial Equivalent of any

Employer funded retirement benefits that are accrued by such Participant under any other retirement plan, including, but not limited to, the Kaweah Delta Health Care District Employees' Salary Deferral Plan, on and after July 2011, as determined by the Committee.

#### **4.2 Limitation on Benefits.**

(a) For each Limitation Year, the Plan shall satisfy the maximum limitations requirements of Code Section 415 in accordance with Treas. Reg. 1.415-1 et seq., using its default provisions, unless otherwise provided herein. The Code and regulations are incorporated herein by reference.

(b) For each Plan Year, a Participant's Accrued Benefit shall not exceed \$205,000 (as adjusted pursuant to Code Section 415(d), Treas. Reg. 1.415(d)-1(a), and 1.415(b)-1).

(c) The Limitation Year shall be the Plan Year.

(d) In the event that these limitations would otherwise be violated, benefits under this Plan shall be restricted to the maximum extent permitted under the Code prior to restricting employer-provided benefits or contributions under any other plan maintained by the Employer or any related Employer.

(e) For purposes of this Section, the term "Employer" is modified by the provisions of Code Section 415(h), pursuant to which the required subsidiary ownership is reduced from "at least 80 percent" to "more than 50 percent."

(f) Effective for Plan Years beginning on January 1, 2004, and January 1, 2005, the interest rate used to determine actuarial equivalency of non-annuity benefits for purposes of Code Section 415 shall not be less than the greater of 5.5 percent or the rate specified in the Actuarial Equivalent definition in Article I. Effective for Plan Years beginning on January 1, 2006, and January 1, 2007, the interest rate used to determine actuarial equivalency of non-annuity benefits for purposes of Code Section 415 shall not be less than the greater of (i) 5.5 percent or (ii) the rate that provides for a benefit of not more than 105 percent of the benefit that would have been provided if the applicable interest rate (as defined in Code Section 417(e)(3)) were the interest rate assumption.

(g) The Committee shall have broad authority to coordinate with the Plan Administrator of other plans maintained by the Related Employers in relation to the limits imposed by this Section, and to implement reductions of allocations and reallocations necessary to maintain all of such plans in accordance with the requirements of applicable law.

(h) Severance from employment for purposes of this Section shall mean an Employee has ceased to be an employee of the Employer. The Committee shall determine if a severance from employment has occurred in accordance with Treas. Reg. 1.401(k)-1(d)(2).

#### **4.3 Reserved.**

**4.4 Controlled Groups.** In applying the limits of Code Section 415, each Employer which is a Participant of a controlled group of corporations (as determined under Code Section 414(b) as modified by Code Section 415(h)), each employer which is a trade or business (whether or not incorporated) under common control (as determined under Code Section 414(c) as modified by Code Section 415(h)) and each employer which is a member of an affiliated service group (as determined under Code Section 414(m)) shall be treated as a single employer.

**4.5 Cost of Living Increases in Benefits.** Participants shall be eligible for the Cost-of-Living Adjustment as provided in this Section.

#### **(a) Base Benefit.**

A Participant's Base Benefit means his or her Accrued Benefit as of his or her severance from service, excluding the effect of any Cost-of-Living Adjustments, but including the effect of adjustments due to election of an early retirement date, postponed retirement date, or a form of benefit other than the normal form as provided in Section 8.2.

#### **(b) Benefits Eligible for Cost-of-Living Adjustments.**

If the Plan has not been terminated, Cost-of-Living Adjustments shall be made as of each July 1 following:

(1) the early, normal or postponed retirement date of an active Participant or a former active Participant, or

(2) the death of an active or former active Participant whose Spouse or Beneficiary is eligible for a survivor benefit in accordance with Article VI.

The monthly amount of retirement benefit payable to the Participant (or, if applicable, to his or her Spouse or Beneficiary) will be adjusted in accordance with the Cost-of-Living Adjustments described in this Section.

Any portion of a Participant's Accrued Benefit received in the form of an immediate distribution shall not be subject to Cost-of-Living Adjustments.

In the event that a Participant should again become an Employee after having commenced to receive his or her retirement pension, Cost-of-Living adjustments shall be ceased for any period of reemployment during which the Participant is not eligible to continue to receive his or her pension.

**(c) Determination of Cost-of-Living Adjustments.**

A Participant's base benefit will be adjusted in accordance with the provisions below, and the resultant benefit amount will be referred to herein as the Adjusted Benefit.

(1) As of the first adjustment, the Participant's Adjusted Benefit shall be equal to:

- a. the Base Benefit, plus
- b. such amount multiplied by the cost of living change factor.

As of each subsequent adjustment, the Participant's Adjusted Benefit shall be equal to:

- a. the Adjusted Benefit as calculated on the previous July 1, plus

- b. such amount multiplied by the cost-of-living change factor.

(2) The cost-of-living change factor shall be based on the Consumer Price Index (U.S. City Average for All Items for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area), published monthly by the Bureau of Labor Statistics. The cost-of-living change factor for each Plan Year will be determined by dividing the Consumer Price Index for the March preceding the beginning of the Plan Year by the Consumer Price Index for the March prior to the immediately preceding Plan Year, or if later, the fourth month preceding the commencement of the Participant's or survivor's benefit, as appropriate. The cost-of-living change factor shall be calculated to the nearest one-tenth of one percent, subject to a maximum increase of 2% within a calendar year.

The Cost-of-Living Adjustment shall be subject to the maximum pension provision in Section 4.2.

Notwithstanding the preceding provisions, a Participant's Adjusted Benefit shall not be less than his or her Base Benefit.

(d) **Revision of Consumer Price Index.** Should the Consumer Price Index be revised by the Bureau of Labor Statistics, the determination of the cost-of-living change factor shall be adjusted by the Plan Administrator so as to give effect to such revisions in an equitable manner.

**4.6 Termination Benefit.** Upon termination of employment from the Employer, any Participant who rolled over his or her contributions from the P.E.R.S. Plan into this Plan may withdraw those contributions plus interest. Withdrawal of those contributions will forfeit for benefit purposes and for vesting purposes any Years of Credited Service for years of employment prior to July 1, 1984.

## **ARTICLE V**

### **DISABILITY BENEFITS**

**5.1 Disabled Participants.** If a Participant terminates service with the Employer by reason of a Total Disability, the disabled Participant's benefits shall be determined

as a termination benefit under Article VII and benefits, if any, shall be payable pursuant to Articles VI or VIII.

## **ARTICLE VI**

### **SURVIVOR BENEFITS**

**6.1 Death of Participant.** The provisions of this Section shall be subject to Section 8.5.

(a) **Actively Employed or Disabled Participants.** If a Participant's service with the Employer is terminated by reason of the Participant's death, the Participant shall have a nonforfeitable interest in his or her Accrued Benefit determined as of the date of the Participant's death, the value of which shall be payable as provided in this subparagraph (a). If a Participant's service with the Employer is terminated by reason of his or her Total Disability, and such disabled Participant dies prior to commencement of benefits, the value his or her vested Accrued Benefit, if any, shall be paid as herein provided in this subparagraph (a).

The death benefit payable on behalf of a Participant described above shall be the Actuarial Equivalent of the Participant's vested Accrued Benefit. The death benefit shall be paid to the Surviving Spouse of the former Participant. In the case of a former Participant who has no Surviving Spouse at the time of his or her death, or a married Participant who elects a Beneficiary or Beneficiaries other than his or her Spouse and the Spouse consents, the death benefit shall be paid to the person or persons that the former Participant has designated, in the manner prescribed by the Committee, as his or her Beneficiary.

The Surviving Spouse, or other designated Beneficiary or Beneficiaries may, with the Committee's consent, elect to receive the Actuarial Equivalent of the death benefit in a cash lump sum or in any annuity form permitted by the Plan.

(b) **Former Participants with Deferred Vested Accrued Benefits.** The following death benefit shall be paid in the event a former Participant with deferred vested benefits dies prior to commencement of benefits. The death benefit shall be paid to the Surviving Spouse of the former Participant. In the case of a former Participant

who has no Surviving Spouse at the time of his or her death, or a married Participant who elects a Beneficiary or Beneficiaries other than his or her Spouse and the Spouse consents, the death benefit shall be paid to the person or persons that the former Participant has designated, in the manner prescribed by the Committee, as his or her Beneficiary.

The Surviving Spouse or other designated Beneficiary of a former Participant shall be entitled to a survivor annuity for his or her life determined as follows:

(1) In the case of a former Participant who dies after his or her “earliest retirement age,” it shall be assumed that the Participant retired and elected a 50% Joint and Survivor Annuity on the day before his death. The death benefit of a former Participant described in this clause (1) shall commence as soon as practicable after the Participant’s death.

(2) In the case of a former Participant who dies on or before his or her “earliest retirement age,” it shall be assumed that the Participant:

(A) separated from service on the earlier of (i) the date of his actual separation from service or (ii) the date of his death,

(B) survived to his “earliest retirement age,”

(C) retired on his or her “earliest retirement age” and elected a 50% Joint and Survivor Annuity, and

(D) died on the day after the “earliest retirement age.”

The death benefit of a former Participant described in this clause (2) shall commence as of the earliest date on which the Participant could have retired under the Plan had he or she or they survived. If such date is other than the “earliest retirement age” described below, the death benefit shall be actuarially adjusted. Notwithstanding any provision in this paragraph, the Committee, may, in its discretion, distribute or commence distribution of the death benefit as soon as practicable after the Participant’s death.

For purposes of clause (1) and clause (2), “earliest retirement age” means the earlier of (i) the date on which the Participant has both attained age 55 and completed ten (10) Years of Service, or (ii) the Participant’s normal retirement date.

The Surviving Spouse or other Beneficiary, with the Committee’s consent, may elect to receive the Actuarial Equivalent of the survivor annuity benefit determined above in a lump sum or in any annuity form permitted by the Plan.

(c) **Immediate Distribution of Small Payment.** The Committee may, in its discretion, require immediate distribution of the entire value of a benefit.

**6.2 Failure to Designate a Beneficiary.** In the event any portion of the amount payable by reason of the death of a Participant is not disposed of because of the Participant’s failure to designate a Beneficiary, or because the designated Beneficiaries or the Surviving Spouse fail to survive the Participant, then the amount not disposed of shall be paid in the following sequence:

- (a) The Participant’s descendants, per stirpes; or if none,
- (b) The Participant’s parents or parent; or if none,
- (c) The Participant’s brothers and sisters, in equal shares; or if none,
- (d) The Participant’s estate.

## **ARTICLE VII**

### **NONFORFEITABLE BENEFITS**

**7.1 Nonforfeitable Accrued Benefit.** If a Participant terminates employment for any reason other than retirement or death, his or her accrued benefit shall vest and become nonforfeitable as follows:

#### Years of Service

Zero through four years	0%
Five or more years	100%

For those Participants who rolled over his or her distribution as of June 30, 1984 directly from the P.E.R.S. Retirement Plan to this Plan and Trust or left their benefit in the Public Employees Retirement System, all years of total service shall be taken into account.

For all other Participants, the computation of Years of Service for purposes of determining the nonforfeitable interest in the Accrued Benefit shall start with the date of their first Hour or Service on or after July 1, 1984.

Any Participant who dies on or after January 1, 2007, while performing qualified military service, as defined in Code Section 414(u) shall be 100% vested in his Accrued Benefit regardless of his Years of Service.

**7.2 Years of Service.** The following rules shall be applied in determining the number of a Participant's Years of Service using the Vesting Computation Period to credit service and breaks in service. All of an Employee's Years of Service with the Employer shall be counted except the following service shall be disregarded:

(a) Years of Service prior to a One-Year Break in Service until the Employee completes a Year of Service following his or her return to the service of the Employer.

(b) Years of Service completed prior to any period of consecutive One-Year Break in Service if, at the time of the earlier separation, the Employee did not have any nonforfeitable interest under the Plan to an Accrued Benefit derived from Employer contributions and the number of the Employee's consecutive One-Year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of his or her Years of Service prior to such Break. In applying the rules of this paragraph, if any Years of Service are disregarded by reason of any earlier One-Year Break in Service, such Years of Service shall not be aggregated when determining whether Years of Service are to be disregarded by reason of a subsequent Break in Service.

**7.3 Forfeitures.** Forfeitures under the Plan shall be used to reduce the Employer's contribution in succeeding Plan Years.

## **ARTICLE VIII**

### **PAYMENT OF BENEFITS**

#### **8.1 Time of First Payment.**

(a) **Retirement or Disability.** Upon retirement, distribution of a Participant's benefit shall commence as soon as is reasonably practicable, but in no event shall distribution commence later than sixty (60) days following the end of the Plan Year during which such Participant retired.

Upon termination of a Participant's service with the Employer by reason of a Total Disability, distribution of a Participant's benefit shall commence as of the first day of any month following both the Total Disability and attainment of his or her early retirement date (pursuant to Section 4.1(b)) provided the Participant consents in writing to the distribution. In no event shall distribution commence later than sixty (60) days following the earlier of (i) the end of the Plan Year during which such Participant consents to a distribution pursuant to the preceding sentence, or (ii) the end of the Plan Year in which the Participant attains normal retirement age.

(b) **Termination.** In the event a Participant terminates employment with the Employer for a reason other than retirement, death, or Total Disability, distribution of the Participant's benefit shall commence at the Participant's normal retirement age. In the case of a Participant who satisfies the service requirement but not the age requirement for early retirement under this Plan, such Participant may require that payment of his or her or their benefit commence at any time after he or she or they satisfies the age requirement. If a Participant commences their benefit after age 65, the Participant's benefit will increase in accordance with the Actuarial Equivalent of this Plan until such time the benefit commences.

#### **8.2 Form of Benefit Payment.**

(a) **Unmarried Participant.** The vested Accrued Benefit of a Participant who is not married as of the date on which payment of his or her or their benefit commences shall be provided in the form of a Single Life Annuity. If authorized by the Committee, the Participant may elect waive the Single Life Annuity and to receive his or her or their benefit in any optional form described in this Article.

(b) **Married Participant.** The vested Accrued Benefit of a Participant who is married as of the date on which payment of his or her or their benefit commences shall be provided in the form of a Qualified Joint and Survivor Annuity. A 50% Qualified Joint and Survivor Annuity shall apply unless the married Participant elects a 100% Qualified Joint and Survivor Annuity in lieu of thereof. Election of the 100% Qualified Joint and Survivor Annuity shall not require the consent of the Participant's Spouse. The Participant may elect to waive the Qualified Joint and Survivor Annuity and receive his or her or their benefit in any optional form described in this Article if such election is made in accordance with rules established by the Committee and the requirements of this paragraph as follows:

A Participant's election to receive his or her or their benefit payment in a form other than a Joint and Survivor Annuity shall not be effective unless the Participant's Spouse consents in writing to the election, the Spouse's consent acknowledges the effect of the election, and is witnessed by a Plan representative or a notary public. A Spouse's consent to a Participant's election is not required if it is established to the satisfaction of a Plan representative that there is no Spouse, or the Spouse cannot be located, or for such other circumstances as the Secretary of the Treasury may prescribe. A Spouse's consent or the establishment that a Spouse's consent is not required is effective only with respect to that Spouse. Such consent must name both a designated Beneficiary and a specific form of any benefits paid under the Plan (including remaining benefits that a designated Beneficiary may receive). A separate consent must be executed with respect to any change in Beneficiary.

**8.3 Optional Forms of Benefit.** A Participant may elect to waive the normal form of payment applicable to him or her under Section 8.2 and to receive his or her or their benefit in any one of the following optional forms:

- (a) effective July 1, 2002, a Joint and Survivor Annuity; or
- (b) any annuity form made available by the Committee.

Any optional form provided hereunder shall be the Actuarial Equivalent of the Single Life Annuity. An optional form of annuity shall not be permitted unless the annuity meets the distribution requirements of Section 8.5.

**8.4 Immediate Distribution of Small Benefits.** In the case of a Participant who separates from the Employer's service and whose benefit payment has not yet commenced, if the present value of the Participant's nonforfeitable Accrued Benefit is not greater than \$1,000, the Committee, in its discretion, may require that the present value of the benefit be immediately distributed. If payment of the Participant's benefit has commenced or the present value of the nonforfeitable benefit exceeds \$1,000, the Committee may require an immediate distribution of the present value of the benefit only if the Participant and the Participant's Spouse consent to such distribution.

In the event a Participant receives a distribution under this Section, the Participant's Years of Service credited for benefit accrual in connection with the distribution shall thereafter be disregarded. If, however, the Participant's distribution under this Section is less than his or her or their entire Accrued Benefit and the Participant thereafter resumes service covered under the Plan, the Participant shall have the right to repay his or her or their distribution if the repayment is made within the five (5) year period beginning with the Participant's resumption of service covered under the Plan. The amount repaid must be the amount of the earlier distribution together with interest thereon at the rate of five percent (5%) per annum, or such other amount determined by the Secretary of the Treasury, from the date of the distribution to the date of repayment. If the Participant repays the earlier distribution as required by this Section, the Participant's Years of Service formerly disregarded for benefit accrual shall be reinstated and the Participant's Accrued Benefit shall be determined as though the Participant had not received the earlier distribution. Nevertheless, in no event shall payments be made that shall cause a duplication of benefits under this Plan. This paragraph's provision for repayment of prior distribution is inapplicable to Employees whose most recent date of hire is on or after January 1, 2003. Notwithstanding any other language in this Plan document, an Employee whose most recent date of hire is on or after January 1, 2003 may not repay an earlier distribution to the Plan and may not participate in the Plan.

**8.5 Required Distributions.** See Appendix A.

**8.6 Lost Participant or Beneficiary.** In the event a benefit is payable to a Participant or Beneficiary but the payee cannot be located, then at the close of the Plan Year commencing after the date on which the payee cannot be located, the benefit payable to the

person shall be forfeited. The benefit forfeited under this Section shall nevertheless be reinstated if the Participant, or Beneficiary if applicable, makes a claim for the forfeited benefit.

**8.7 Distributions to Minors and Incompetents.** Distributions to minors or incompetents may be made either (a) directly to said persons, (b) to the legal guardians of said person, or (c) to the parent of said minor.

**8.8 Domestic Relations Orders.** Payments may be made pursuant to a domestic relations order as defined under Code Section 414(p)(1)(A)(1) to an alternate payee. Such domestic relations order must comply with the law of the State of California to be enforced under the Plan.

**8.9 Withdrawal of June 30, 1984 P.E.R.S. Retirement Plan Account Balance.** A Participant may withdraw the amount of his or her or their June 30, 1984 P.E.R.S. Retirement Plan account balance, in which case the Minimum Benefit Guarantee of Section 4.1(c) shall no longer be effective. In addition, the Participant's Years of Credited Service and Years of Service for purposes of determining his or her or their nonforfeitable interest in the Accrued Benefit shall be reduced as provided in Sections 2.30 and 7.2, respectively. In the event that the Participant makes such a withdrawal, the entire amount representing his or her P.E.R.S. Retirement Plan Account Balance, including interest, must be withdrawn; partial withdrawals are not permitted.

**8.10 Option For Increased Annuity.** Any Participant who participates under the Kaweah Delta Health Care District Employees' Salary Deferral Plan has the right under that plan upon termination of employment to transfer the value of his or her or their account balance to this Plan in order to provide an increased annuity under this Plan. The increase in any annuity provided hereunder shall be the Actuarial Equivalent of such account balance and shall be paid pursuant to the provisions of this Article VIII.

Notwithstanding the above, effective July 1, 1994, this Plan shall not accept any direct or indirect transfers of amounts due a participant under the Kaweah Delta Health Care District Employees' Salary Deferral Plan.

**8.11 Direct Transfer of Eligible Rollover Distributions.** This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to

the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover.

(a) **Definitions.**

(1) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include any portion that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); the portion of any distribution that is not includible in gross income; and any other distribution(s) that is reasonably expected to total less than \$200 during a year.

Effective for distributions made after December 31, 2001, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. A hardship distribution shall not qualify as an Eligible Rollover Distribution.

(2) **Eligible Retirement Plan.** An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a Roth IRA described in Code Section 408A, a qualified trust described in Code Section 401(a), an annuity plan described in Code Section 403(a), an annuity contract described in Code

Section 403(b), and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code Section 414(p). An eligible retirement plan for purposes of a non-spouse Beneficiary shall be an inherited individual retirement account or annuity, which shall be subject to the restrictions of Code Section 408(d)(3)(C).

(3) **Distributee.** A Distributee includes an Employee or former Employee, and effective January 1, 2009, the Participant's Beneficiary. In addition, the Surviving Spouse of the Employee or former Employee and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined by Code Section 414(p), are Distributees with regard to the interest of the Spouse or former Spouse. A Distributee shall also include the Employee's Beneficiary who is not the Employee's surviving Spouse.

(4) **Direct Rollover.** A direct rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

## **ARTICLE IX CONTRIBUTIONS**

**9.1 Employer Contributions.** The Employer from time to time shall pay to the Trustee such amount as is actuarially determined to be necessary to fund the benefits required in accordance with this Plan.

**9.2 Employee Contributions.** Contributions by an Employee under this Plan are neither required nor permitted.

**ARTICLE X**  
**PROVISION AGAINST ANTICIPATION.**

**10.1 Provision Against Anticipation.** Until distribution pursuant to the terms hereof, no Participant shall have the right or power to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits, proceeds, or avails set aside for him or her under the terms of this Plan, and no such benefits, proceeds, or avails shall be subject to seizure by any creditor of the Participant under any writ or proceedings at law or in equity, provided, that the terms of this Section shall not prohibit the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant if such creation, assignment, or recognition of a right is made under a domestic relations order as defined under Code Section 414(p)(1)(A)(i).

**ARTICLE XI**  
**MERGERS AND CONSOLIDATIONS**

**11.1 Mergers and Consolidations.** In the case of any merger or consolidation with any other plan or a transfer of assets or liabilities to any other plan, each Participant shall be entitled to be credited with a benefit immediately after such merger, consolidation, or transfer, which is equal to the benefit to which he or she or they would have been entitled immediately before such merger or consolidation, if the Plan had then terminated.

**ARTICLE XII**  
**ADMINISTRATIVE COMMITTEE - NAMED FIDUCIARY**  
**AND ADMINISTRATOR**

**12.1 Appointment by Board.** The Board shall appoint a Retirement Plan Committee (hereinafter referred to as the Committee). The number of members comprising the Committee shall be determined by the Board and may be changed by the Board at any time. The Committee members shall serve for such terms as the Board may designate or until a successor has been appointed or until removal by the Board. Any person (including directors, officers and employees of the Employer) may serve on the Committee. The Board shall advise the Trustee in writing of the names of the members of the Committee and any changes thereafter made in the membership of the Committee. Vacancies due to resignation, death, removal or other causes

shall be filled by the Board. Members shall serve without bond, except as may otherwise be required by law. All reasonable expenses of the Committee shall be paid by the Employer.

**12.2 Committee Action.** The Committee shall appoint a secretary who shall keep minutes of the Committee's proceedings and all data, records and documents pertaining to the Committee's administration of the Plan. The Committee shall act by a majority vote of its members in office at that time, such vote to be taken at a meeting, or in writing without a meeting. The Committee may by such majority action authorize its secretary or any one or more of its members to execute any document or documents on behalf of the Committee, in which event the Committee shall notify the Trustee in writing of such action and the name or names of those so designated. The Trustee thereafter shall accept and rely conclusively upon any direction or document executed by such secretary, member or members as representing action by the Committee until the Committee shall file with the Trustee a written revocation of such designation. A member of the Committee who is also a Participant hereunder shall not vote or act upon any matter relating solely to such member.

**12.3 Rights and Duties.** The Committee shall be the Plan Administrator and named fiduciary of the Plan. The Committee, on behalf of the Participants and their Beneficiaries shall have the authority to control and manage the operation and administration of the Plan and shall have all powers necessary to accomplish those purposes. The responsibility and authority of the Committee shall include, but shall not be limited to, the following:

- (a) Determining all questions relating to the eligibility of Employees to participate;
- (b) Computing and certifying to the Trustee the amount and kind of benefits payable to Participants, Spouses and/or their Beneficiaries;
- (c) Authorizing all disbursements by the Trustee from the Trust;
- (d) Maintaining all necessary records for the administration of the Plan other than those which the Trustee has specifically agreed to maintain;
- (e) Interpreting the provisions of the Plan and publishing such rules for the regulation of the Plan as are deemed necessary and not inconsistent with the terms hereof;

(f) Establishing reasonable procedures to determine the status of domestic relations orders and to administer distributions under such orders;

(g) Directing the Trustee to make distributions from the Trust Fund to Participants, former Participants, and Beneficiaries of the Trust in accordance with the provisions of the Plan and the Trust Agreement. The Trustee shall withhold from such distributions any amount required to be withheld pursuant to Code Section 3405 unless the recipient of such distributions has made an appropriate election under Code Section 3405(a)(2) or 3405(b)(3).

**12.4 Investments.** The Committee shall be the named fiduciary with respect to control and management of assets of the Plan, and may appoint, in writing, an investment manager or managers to manage and control all of the investments of the Plan, or may delegate the responsibility for making investment decisions to the Trustee, in which case the Trustee, to the extent permitted by governing law, shall be the fiduciary of the Plan. No such appointment shall be effective until the investment manager has acknowledged in writing that he or she or they is a fiduciary of the Plan and that he or she or they has complied with any applicable bonding requirements.

**12.5 Information - Reporting and Disclosure.** To enable the Committee to perform its functions, the Employer shall supply full and timely information to the Committee on all matters relating to the compensation of all Participants, their continuous regular employment, their retirement, death or the cause for termination of employment, and such other pertinent facts as the Committee may require, and the Committee shall furnish the Trustee such information as may be pertinent to the Trustee's administration of the Plan. The Committee as Plan Administrator shall have the responsibility of complying with any applicable reporting and disclosure requirements of state or federal law.

**12.6 Independent Qualified Accountant and Enrolled Actuary.** Unless the Plan is exempt from the requirement by applicable law or regulation, the Committee shall engage on behalf of all Plan Participants an independent qualified public accountant who shall conduct such examinations of the financial statements of the Plan and of other books and records of the Plan as the accountant may deem necessary to enable the accountant to form an opinion as to whether the financial statements and schedules required to be included in any reports required by law are presented fairly in conformity with generally accepted accounting principles applied on a

basis consistent with that of any preceding year. Unless the Plan is exempt from the requirement by applicable law or regulation, the Committee shall engage on behalf of all Plan Participants an enrolled actuary who shall be responsible for the preparation of materials comprising required actuarial statements, reports and valuations.

**12.7 Standard of Care.** As provided in California Government Code Section 53216.6, the assets of the Plan and Trust shall be held for the exclusive purposes of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the system. The Committee shall discharge its duties with respect to the Plan:

- (a) Solely in the interest of and for the exclusive purpose of providing benefits to Participants and their Beneficiaries, minimizing Employer contributions thereto, and defraying reasonable expenses of administering the Plan;
- (b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and
- (c) Shall diversify the investments of the Trust so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly prudent not to do so.

**12.8 Allocation and Delegation of Responsibility.** The Committee may by written rule allocate fiduciary responsibilities among Committee members and may delegate to persons other than Committee members the authority to carry out fiduciary responsibilities under the Plan, provided that no such responsibility shall be allocated or delegated to the Trustee without its written consent. As used in this part, the term “fiduciary responsibility” shall not include any responsibility provided in the Trust Agreement to manage or control the assets of the Plan.

The Committee in making the above allocation of fiduciary responsibilities may provide that a person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

The Committee or, so long as the Committee shall have made written approval, persons to whom fiduciary responsibilities have been delegated by the Committee, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.

In the event a fiduciary responsibility is allocated to a Committee member, no other Committee member shall be liable for any such act or omission of the person to whom the responsibility is allocated except as may be otherwise required by law. If a fiduciary responsibility is delegated to a person other than a Committee member, the Committee shall not be responsible or liable for an act or omission of such persons in carrying out such responsibility except as may otherwise be required by law.

**12.9 Bonding.** Each fiduciary of the Plan and every person handling Plan funds shall be bonded unless exempt from such requirement under ERISA. It shall be the obligation of the Committee to assure compliance with applicable bonding requirements.

#### **12.10 Claims Procedure.**

(a) **Benefit Application.** All applications for Plan benefits shall be sent to the Employer on forms prescribed by the Committee, signed by the Participant, or, if for a death benefit, by the Participant's Beneficiary. Such application shall be acted on within a reasonable time after receipt. If any application is denied in whole or in part, the Committee, within a reasonable time after receipt of the application (based upon the Committee's customary procedures in processing such claims), shall notify the applicant, advise him or her of the right to review, and set forth, in a manner calculated to be understood by the applicant, specific reasons for such denial, specific references to the Plan provisions on which the denial is based, a description of any additional information or material necessary for him or her to perfect his or her or their application, an explanation of why such material is necessary, and an explanation of the Plan's review procedure.

(b) **Benefit Denials.** In the case of any person whose application for benefits is denied in whole or in part, said person or said person's duly authorized representative may appeal such denial to the Committee for a full and fair review thereof by sending to the Committee a written request for review within ninety (90) days after

receiving notice of denial. The Committee shall give the applicant an opportunity to review pertinent documents in preparing the applicant's request for review. The request shall set forth all grounds on which it is based, supporting facts and other matters which the applicant deems pertinent. The Committee may require the applicant to submit such additional facts, documents, or other material as it deems necessary or advisable in making its review and shall act upon such request within a reasonable time after the receipt thereof unless special circumstances require further time. If the Committee confirms the denial in whole or in part, the Committee shall notify the applicant, setting forth in a manner calculated to be understood by the applicant, specific reasons for denial and specific references to Plan provisions on which the decision was based.

**12.11 Funding Policy.** The Committee shall be responsible for establishing and carrying out a funding policy for the Plan. In establishing such a policy, the short-term and long-term liquidity needs of the Plan shall be determined to the extent possible by considering among other factors the anticipated retirement date of Participants, turnover, and contributions to be made by the Employer. The funding policy and method so established shall be communicated to the Trustee if the Trustee has been properly appointed by the Committee as the Investment Manager for a part or all of the Fund.

**12.12 Indemnification.** The Employer does hereby indemnify and hold harmless each Committee member from any loss, claim or suit arising out of the performance of obligations imposed hereunder and not arising from said Committee member's willful neglect, misconduct, or gross negligence.

## **ARTICLE XIII**

### **APPOINTMENT OF INVESTMENT MANAGER**

**13.1 Committee Has Authority.** The Committee shall, in its discretion, have the authority to appoint one or more investment managers and contract with each for management of any part of the Fund in accordance with the Trust Agreement. Selection and retention of an investment manager shall be in the Committee's discretion. Each investment manager shall have the power to manage, acquire and dispose of that part of the Fund designated by the Committee.

**ARTICLE XIV**  
**AMENDMENT AND TERMINATION OF PLAN**

**14.1 Right to Amend and Terminate.** The Employer intends that the Plan be a continuing and permanent program for Participants, but reserves the right to terminate the Plan at any time. The Employer may, by action of its Board, modify, alter, or amend this Plan in whole or in part, provided, however, that any amendment which may affect the Accrued Benefit of a Participant shall be made in accordance with the laws of the State of California.

**14.2 Exclusive Benefit of Participants.** At no time during the existence of this Plan, or at its termination, may it be used for or directed to purposes other than for the exclusive benefit of Participants or their Beneficiaries.

**14.3 Termination.**

(a) This Plan shall terminate upon the occurrence of any of the following:

- (1) Resolution of termination by the Employer;
- (2) The bankruptcy or receivership of the Employer; or
- (3) The dissolution or merger of the Employer unless a successor to the business agrees to continue the Plan and Trust by executing an appropriate agreement, in which event such successor shall succeed to all the rights, powers and duties of the Employer.

(b) Notwithstanding any provision hereof to the contrary, upon termination or partial termination of the Plan, the Accrued Benefits of all affected Participants accrued to the date of such termination or partial termination shall fully vest and become nonforfeitable.

**ARTICLE XV**  
**NO REVERSION OF ASSETS**

**15.1 Nondiversion.** Other than as provided by this Article, no assets or income of the Trust Fund shall revert to the Employer.

**15.2 Mistake of Fact.** In the event a contribution is made by reason of a mistake of fact, the amount that would not have been contributed had the mistake not occurred may be returned to the Employer.

**15.3 Termination.** If the Plan is terminated and if all liabilities of the Plan to Participants and Beneficiaries have been satisfied, any assets remaining in the Plan may revert to the Employer.

## **ARTICLE XVI OTHER PARTIES TO PLAN**

**16.1 Subsidiaries.** Any party related to the Employer may become a party to the Plan by a written agreement to this effect between the Employer and such party. Any such party to the Plan shall be subject to the following special provisions of this Article except as otherwise specifically provided in the agreement making the other a party to the Plan.

**16.2 Contributions.** With respect to any fiscal year of the Plan during which one or more employers are parties to the Plan, the Employer and such other employers which are parties to the Plan shall each make a contribution to the Trust for such fiscal year of the Plan with respect to its own Employees.

**16.3 Committee.** The Committee which administers the Plan as applied to the Employer shall also be the Committee as applied to each other party of the Plan.

**16.4 Separate Accounting.** With respect to any fiscal year of the Plan during which one or more employers are parties to the Plan, separate accounts shall be maintained for each party to this Plan. Nonetheless, assets of the Plan shall be available for the payment of benefits to any Employee of any party to the Plan.

## **ARTICLE XVII PLAN CONSTRUCTION**

This Plan shall be construed in accordance with ERISA, the Code and any regulations thereunder as they apply to governmental plans and in accordance with the laws of California.

**ARTICLE  
XVIII  
RIGHT TO DISCHARGE  
EMPLOYEES**

**18.1 Right to Discharge Employees.** Neither the establishment of the Plan hereby created, nor any modification thereof, nor the payment of any benefit, shall be construed as giving any Participant, or any other person whomsoever, any legal or equitable right against the Employer or the Trustee, unless the same shall be specifically provided for in this Plan, or conferred by affirmative action of the Trustee or the Employer, in accordance with the terms and provisions of this Plan, or as giving any employee or Participant the right to be retained in the service of the Employer, and all employees shall remain subject to discharge by the Employer to the same extent as if this Plan had never been adopted.

**IN WITNESS WHEREOF**, the parties hereto have caused this Kaweah Delta Health Care District Employees' Retirement Plan, amended and restated effective July 1, 2013, to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**EMPLOYER:**

**KAWEAH DELTA HEALTH CARE  
DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX A

### MINIMUM REQUIRED DISTRIBUTIONS

#### Section 1. General Rules

- 1.1. Effective Date. Unless an earlier effective date is specified elsewhere in the Plan, the provisions of this Appendix A will apply for purposes of determining for calendar years beginning with the 2003 calendar year.
- 1.2. Coordination with Minimum Distribution Requirements Previously in Effect. If the Plan specifies an effective date of this Appendix that is earlier than calendar years beginning with the 2003 calendar year, required minimum distributions for 2002 under this Appendix will be determined as follows. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Appendix equals or exceeds the required minimum distributions determined under this Appendix, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Appendix is less than the amount determined under this Appendix, then required minimum distributions for 2002 on and after such date will be determined so that the total amount of required minimum distributions for 2002 made to the distributee will be the amount determined under this Appendix.
- 1.3. Precedence. The requirements of this Appendix will take precedence over any inconsistent provisions of the Plan.
- 1.4. Requirements of Treasury Regulations Incorporated. All distributions required under this Appendix will be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).
- 1.5. TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Appendix, other than Section 1.4, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

#### Section 2. Time and Manner of Distribution.

- 2.1. Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- 2.2. Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
  - (a) If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, then, except as provided in the Plan, distributions to the Surviving

Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.

- (b) If the Participant's Surviving Spouse is not the Participant's sole designated Beneficiary, then, except as provided in the adoption agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (c) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (d) If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, this Section 2.2, other than Section 2.2(a), will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 2.2 and Section 5, distributions are considered to begin on the Participant's required beginning date (or, if Section 2.2(d) applies, the date distributions are required to begin to the Surviving Spouse under Section 2.2(a)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under Section 2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

- 2.3. Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 3, 4 and 5 of this Appendix. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Code Section 414(k) will be distributed in a manner satisfying the requirements of Code Section 401(a)(9) and the Treasury regulations that apply to individual accounts.

### **Section 3. Determination of Amount to be Distributed Each Year.**

- 3.1. General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity must satisfy the following requirements:
- (a) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

- (b) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 4 or 5;
- (c) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (d) payments will either be nonincreasing or increase only as follows:
  - (1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
  - (2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 4 dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p);
  - (3) to provide cash refunds of employee contributions upon the Participant's death; or
  - (4) to pay increased benefits that result from a Plan amendment.

3.2. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 2.2(a) or (b)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

3.3. Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

#### **Section 4. Requirements For Annuity Distributions That Commence During Participant's Lifetime.**

4.1. Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonSpouse Beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using

the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonSpouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

- 4.2. Period Certain Annuities. Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4.2, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

## **Section 5. Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.**

- 5.1. Participant Survived by Designated Beneficiary. Except as provided in the Plan, if the Participant dies before the date distribution of his or her or their interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 2.2(a) or (b), over the life of the designated Beneficiary or over a period certain not exceeding:
- (a) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
  - (b) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.
- 5.2. No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed

by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- 5.3. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her or their interest begins, the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, and the Surviving Spouse dies before distributions to the Surviving Spouse begin, this Section 5 will apply as if the Surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 2.2(a).

## **Section 6. Definitions.**

- 6.1. Designated Beneficiary. The individual who is designated as the Beneficiary under Section \_\_ of the Plan and is the designated Beneficiary under Code Section 401(a)(9) and Section Treas. Regulation Section 1.401(a)(9)-1, Q&A-4.
- 6.2. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 2.2.
- 6.3. Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- 6.4. Required Beginning Date. "Required Beginning Date" means the April 1<sup>st</sup> of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or retires, unless if the Participant is a 5% owner, as defined in Code Section 416(i), the "required beginning date" is the April 1<sup>st</sup> of the calendar year following the calendar year in which the Participant attains age 70-1/2.

All reference to IRS regulations in this Appendix refer to any successor regulations that may be promulgated by the IRS from time to time in the future.

# 401 RESOLUTION-

**MEMORANDUM**

TO: Kaweah Delta Health Care District  
Board of Directors  
FROM: Human Resources  
RE: Plan Amendment  
Kaweah Delta Health Care District Employees' Salary Deferral Plan  
DATE: November 2025

The purpose of this Memorandum is to familiarize the Board of Directors with the plan amendment for 2025.

**Amendment Overview**

**SECTION 4-5: SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employer will be counted for purposes of determining eligibility, vesting and allocation conditions under the Plan:

- Compassionate Family Care, if employed with Compassionate Family Care immediately prior to the acquisition and subsequently hired by the Employer on 7-21-25 or as part of the acquisition process.

This provision will be added to the plan as of the effective date stated in the Board Resolution. The amendment needs to be signed by **12/31/2025**.

- **Employer Match** – The Plan Document defines Employer Matching Contributions as discretionary from year to year. This permits KDHCDC the ability to define the Matching Contribution Formula each year to align with business strategies. Each year, the Board must approve the Matching Contribution for the Plan. The Matching Contribution for the January 1, 2025 – December 31, 2025, Plan Year will be determined by the Board at the December 2025 meeting.

Years of Service	Matching Contribution	Maximum Matching Salary Deferral and ROTH Deferral Contribution
1-2	100%	3% of Compensation
3-5	100%	4% of Compensation
6-10	100%	5% of Compensation
11 or more	100%	6% of Compensation

**Suggested Action and Next Steps**

Approve amending the plan to include the Service with Compassionate Family Care, the Predecessor Employer. This will be counted for purposes of determining eligibility, vesting and allocation conditions under the Plan.

**RESOLUTION 2274  
OF THE BOARD OF DIRECTORS OF  
KAWEAH DELTA HEALTH CARE DISTRICT  
AMENDING THE EMPLOYEES' SALARY DEFERRAL PLAN**

**WHEREAS** the Board of Directors (the "Board") of the Kaweah Delta Health Care District (the "District") adopted the Kaweah Delta Health Care District Employees' Salary Deferral Plan, as amended and restated effective June 1, 2022 (the "Plan"); and

**WHEREAS** the District desires to amend the Plan document to reflect the following:

**SECTION 4-5: SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employer will be counted for purposes of determining eligibility, vesting and allocation conditions under the Plan:

- Compassionate Family Care, if employed with Compassionate Family Care immediately prior to the acquisition and subsequently hired by the Employer on 7-21-25 or as part of the acquisition process.

**WHEREAS** the District desires to define the Rules for determining the Matching Contribution Formula for the January 1, 2025 – December 31, 2025, Plan Year to reflect the following:

- The Matching Contribution will be based on the number of Years of Service a Participant has per the definition of Years of Service for the purpose of the Matching Contribution and the formula for each Year of Service tier has a separate limit above which Salary Deferrals and Roth Deferrals will not be matched. Matching Contributions are subject to a specific definition of Plan Compensation. Kaweah Delta Health Care District staff will need to check the definitions of the specific Plan Compensation applicable to Matching Contributions. The Match Contribution Formula is outlined in the following table:

Years of Service	Matching Contribution	Maximum Matching Salary Deferral and Roth Deferral Contribution
1-2	100%	3% of Compensation
3-5	100%	4% of Compensation
6-10	100%	5% of Compensation
11 or more	100%	6% of Compensation

**NOW, THEREFORE, BE IT RESOLVED**, that an authorized officer be and hereby is directed and authorized to Amend the plan which is attached hereto.



This Resolution is adopted by the Board of Directors of Kaweah Delta Health Care District at a duly constituted meeting held on the 17 day of December, 2025.

**KAWEAH DELTA HEALTH CARE DISTRICT**

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Secretary/Treasurer, Kaweah Delta Health Care District

ATTEST:

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Board Member  
Kaweah Delta Health Care  
District and of the Board of  
Directors, thereof

# KAWEAH CARE

# Kaweah Care

Employee Engagement &  
Experience

*November 2025 Update*



# Check-in: Mission Statement Exercise



- Mission Statement Team Exercise
  - What is our Mission Statement?
  - What are you passionate about in your role?
  - How does that link back to our Mission Statement?
- During meetings and performance reviews
- Mission Moments for this month?

# Employee Engagement & Experience – FY25 Recap

- 7/13: Fox Summer Movie Night
- 7/22 - 7/29: Tower Challenge
- 7/22 - 7/29: Kaweah Health Crossword
- 7/31: Summer Games Event
- 8/2: Schwartz Rounds – People and Events that Shaped My Career
- 8/7: Launch of Compass Polls – Coffee/Tea Giveaway
- 8/16: Wear a Hawaiian Shirt Day
- 8/16: Free Shave Ice
- 8/20: Return of in-person LTMs
- 8/22: Just Culture Scenario Review
- 8/31: Kaweah Health Rawhide Night
- 9/2: Sport Jersey Fridays Relaunch
- 9/27 - 10/17: Visalia Corporate Games
- 10/1: Team of the Month Kickoff
- 10/4: Schwartz Rounds – Work. Love. Laughter.
- 10/15: Leader Learning Path Kickoff
- 10/17: SME Lunch & Learn Kickoff
- 10/24-10/31: Candy Corn Contest
- 10/24 - 10/31: Pumpkin Decorating and Carving Contest
- 10/28: Open Enrollment Kickoff
- 10/31: Halloween Festival
- 10/31: Halloween Dress-up Day
- 10/31: ET Rounding with Candy
- 11/1 - 11/3: Dia de Los Muertos
- 11/11: Veteran's Day Observance Video and Pins
- 11/12 - 12/4: Holiday Giving Drive
- 11/8 - 11/22: Cobbler and Ice Cream
- 12/2: Holiday Cheer
- 12/3 - 12/17: Kaweah Care Pulse Survey
- 12/6: Schwartz Rounds - Lessons from the Past. Hopes for the Future.
- 12/9 - 12/13: Holiday Meal
- 12/9 - 12/13: Ugly Sweater Dress-up Day
- 12/9 - 12/13: Employee Gift (Zipper Pouches)
- 12/9 - 12/13: KEEP Launch with Scavenger Hunt
- 1/1 -1/31: Self-Care Gallery on Compass
- 1/31: Fun at Work Day (Twin-Up Dress-Up Day)
- 2/7 - Wear Red Day for Cardiovascular Disease
- 2/7 - Schwartz Rounds – They're Playing My Song
- 2/14 - Kaweah Health Art Show
- 3/4 - Mardi Gras Dress-up Day
- 3/7 - Staff Appreciation Day - Employee Day Pass at Lifestyles Fitness
- 3/14 - Gold Coin Hunt
- 3/17 - Wear Green for St. Patrick's Day
- 4/4: Spring Bunny Photos
- 4/4 Schwartz Rounds
- 4/15: Celebration of Life
- 4/22: Take a Minute for Earth Day
- 5/1: Starlight Awards
- 5/6 - 5/12: Nurses' Week
- 5/11 - 5/17: Hospital Week
- 5/22: Kaweah Health Rawhide Night
- 6/6: Schwartz Rounds
- 6/10: Rubber Ducky Race
- 6/27: Share Your Pride on Compass


# Employee Engagement & Experience – FY26 Recap

- 7/1 – 7/15: National Anthem Singing Contest
- 7/3 – 7/4: Red, White, and Blue Dress-Up Day
- 7/16: Kaweah Health Skate Night @ Roller Towne
- 7/31: Just Culture Scenario Review
- 7/31: Certification Mentorship Program Kickoff
- 8/1: Schwartz Rounds “My Best Day at Work”
- 8/4: Kaweah Health Choir Formed
- 8/8: KHU Scholars Luncheon Kickoff
- 8/16: Kaweah Health Rawhide Night
- 8/18: International Day of Charity Drive Kickoff
- 8/22: Leaving Austin Ticket Giveaway
- 8/29: Rawhide Toy Story Night Ticket Giveaway
- 9/1 – 9/30: School Photo Gallery on Compass
- 9/5: International Day of Charity Drive Collection
- 10/1 – 10/31: Pink Wednesdays
- 10/3: Schwartz Rounds – Embracing Our Differences, Connecting with Compassion
- 10/30: Dia de los Muertos Event
- 10/31: Halloween Festival, Pumpkin Showdown, and Dress-up Day

# Employee Engagement & Experience – Nov 2025

- 11/11: Veteran's Day Recognition Ceremony
- 11/17 – 11/21: Cobber & Ice Cream
- Ongoing opportunities and programs include
  - Employee Huddle, Employee of the Month, Team of the Month, Kaweah Care recognitions, JWD department recognitions, service awards, retirement recognitions and gifts, Kaweah Shares, Employee Emergency Relief Program, Jersey Fridays, food trucks and farmers' market, Pet Therapy, Self-Care Calendars, KEEP, and more

## Cobbler & Ice Cream!




**Celebrate the season!**  
Don't miss out on this sweet Th.


**Monday, November 17**  
• Exeter Campus: 11:30 AM – 1:00 PM |  
• Downtown NOC: 10:00 PM – 12:00 AM

**Wednesday, November 19**  
• South Campus: 11:30 AM – 1:00 PM |

**Thursday, November 20**  
• West Campus: 11:00 AM – 1:00 PM | C

**Friday, November 21**  
• Downtown Campus: 11:00 AM – 2:00 PM


 Kaweah Health




## Employee Veterans Day Ceremony

Please join us in honoring our Veterans  
Tuesday • November 11 • 2–3 PM  
Acequia Lobby

Celebrity guest speaker  
**Norris Jernigen**  
Centenarian and  
World War II Veteran

Thank you for your service.  
 **Kaweah Health**  
MORE THAN MEDICINE. LIFE.

PRESENTED BY 

# Observances & Recognition Days – November 2025

November		
Month-Long Observances	Week-Long Observances	Day Observances
Stomach Cancer Awareness Month	11/1-11/7 Medical-Surgical Nurses Week	11/2 Daylight Savings End
National Healthy Skin Month	11/2-11/8 National Radiologic Technology Week	11/9 National Diabetes Heart Connection Day
National Hospice and Palliative Care Month	11/2-11/8 Allied Health Professions Week	11/11 Veteran's Day
American Diabetes Month	11/2-11/8 National Medical Staff Services Awareness Week	11/12 World Pneumonia Day
National Family Caregivers Month	11/2-11/8 National Diabetes Care and Education Week	11/14 World Diabetes Day
COPD Awareness Month	11/3-11/9 National Patient Transport Week	11/17 World Prematurity Day
Lung Cancer Awareness Month	11/3-11/7 International Stress Awareness Week	11/20 Great American Smokeout
Prematurity Awareness Month	11/5-11/11 Mental Illness Awareness Week	11/25 International Day for the Elimination of Violence Against Women
Diabetic Eye Disease Awareness Month	11/9-11/15 National Nurse Practitioner Week	11/27 Thanksgiving Day
National Pancreatic Cancer Awareness Month	11/17-11/23 Health Care Strategy & Market Development Week	11/28 National Family Health History Day
National Alzheimer's Disease Awareness Month	11/18-11/24 US Antibiotic Awareness Week	
National Sexual Health Month		
Bladder Health Awareness Month		
Home Care and Hospice Month		

See email *Healthcare Observances - Calendar Year 2025* from Ariana Jasso for more

# Holiday Meal



- Dates: 12/8 – 12/12
- Festive/ugly sweater dress-up day
- Event menu
  - Choice of chicken or vegetarian tamales
  - Spanish rice, refried beans, and sautéed peppers
  - Holiday cookie
- *Kaweah Vibes* crew socks employee giveaway
- Volunteer sign-up sheet live

# Service Awards Luncheon

- Visalia Convention Center – Charter Oak Ballroom
- Thursday, January 15
  - 11 AM – 12 PM plated lunch
  - 12 PM – 1 PM recognition ceremony
- Audience
  - Employees celebrating 25-year and higher milestone anniversaries in 2026, their plus ones, and their leaders
- Invites going out soon



# NRC Lifecycle Survey Launch

- Launch week of 11/10 pending any issues found in testing
- NRC lifecycle surveys include
  - Onboarding: New hires at key intervals (30 and 90 days)
  - Offboarding: All voluntary terms around time of exit
- Reports at organization, division, and department level (anticipated quarterly)
- Partnership between HR and leadership to action plan
- Lifecycle, pulse, and employee/physician engagement surveys moved to NRC under EX platform



# KHU Scholars Program

- Roughly 1k enrollments and 200 completions
- Free for all employees and physicians
- Available on demand in Workday
- Self-paced, curated learning paths
- Earn a KHU certificate and Scholars Luncheon invite
- Three new programs for November
  - Project Management Professional (PMP®) Exam Prep
  - Certified Associate in Project Management (CAPM®) Exam Prep
  - Mental Health Matters: Supporting Yourself and Others
- Open to topic suggestions



## Join the Kaweah Health University Scholars Program!

The KHU Scholars Program is free for all employees—self-paced, flexible, and designed for your growth. Earn a certificate and an invite to our exclusive Scholars Luncheon.

Sign up in Workday Learning  
(search LRN: KHU).

- Leadership Foundations
- Microsoft Office
- Customer Service
- Public Speaking
- Financial Wellness
- Clinical Excellence (CE Eligible)
- Emotional Intelligence & Communication
- Healthcare Billing, Coding & Documentation
- Pharmacy Excellence I (ACPE CE Eligible)
- Spanish for Healthcare
- Lean Six Sigma (Certification Prep & Exam)
- Professional in HR (PHR®) Exam Prep
- Innovative Thinking & Creativity
- Anger and Conflict Management



## STEERING COMMITTEE-

# Kaweah Care Physician Engagement

November 4, 2025



[kaweahhealth.org](https://kaweahhealth.org)



# Areas of Focus

- **Workspace Enhancements**
- **KDHub Optimization**
- **Physician Engagement Survey**
- **Onboarding and Mentoring Medical Staff**
- **Resident Retention**

# Workspace Enhancement

Surgery Locker Room Remodel	Renovation and Expansion of Surgeon Locker Rooms and Surgeon Lounge	<b>Construction Timeline</b> <ul style="list-style-type: none"> <li>• Design: Q2 2025</li> <li>• Construction: Q3 2026</li> </ul> <b>Update – Considering Med Staff Lounge remodel first</b>
Medical Staff Lounge Restructure	Remodel and Expand Physician Lounge: Work Area / Lounge / Dining	<b>Construction Timeline</b> <ul style="list-style-type: none"> <li>• Design: Q2 2025</li> <li>• Construction: Q1 2026</li> <li>• <b>Present Design to Medical Staff</b></li> </ul>
Medical Resource Center	Update/Reconfigure Existing Resource Center Create Dedicated GME Space in Expansion <i>Additional 48 Workstations</i>	<b>Construction Timeline</b> <ul style="list-style-type: none"> <li>• Design: Q4 2024</li> <li>• <b>Update - Pending approval of design</b></li> <li>• Construction: Q4 2025</li> </ul>

## **Renovation/Remodel Design Presentation - October:**

- **General updates: The State is still reviewing the plans for the Medical Resource Center and has not released the permit. This has delayed the start of the project, however still anticipate approval and start this year. The completion of this project however does effect the start of the Medical Staff Lounge and Office project so timeline has been adjusted.**

# KDHub Optimization

<b>Cerner Connect Messaging</b>	<b>Workflow Project:</b> Working with Dr. Talley to fine tune some workflows for the go-live in the Emergency Department. After that is completed we will move forward with Inpatient.
<b>Physician Orders</b>	<ul style="list-style-type: none"><li>• Cardiac Rehab Referral Electronic Order Update – Expected Go Live Date November</li><li>• New CSU (Crisis Stabilization Unit) Admission PowerPlan – Expected Go Live Date December</li><li>• New SURG Drain Flushing and Care – Expected Go Live November</li><li>• Removing defaulted Serial COVID testing orders/sub-phases in the following PowerPlans- Expected Go Live Date November<ul style="list-style-type: none"><li>○ LTC Subacute Admission</li><li>○ RH Rehab Admission Short Stay</li><li>○ BH Behavioral Health Admission</li><li>○ AMB URO (KATS) Kaweah Ambulatory Testing Service</li><li>○ ERAS (KATS) Kaweah Ambulatory Testing Service</li><li>○ SURG (KATS) Kaweah Ambulatory Testing Service</li></ul></li><li>• Bowel Regimen Protocol – In Progress go live date TBD</li><li>• SURG Drain Flushing &amp; Care PowerPlan – In Progress go live date TBD</li></ul>
<b>Physician Documentation</b>	<ul style="list-style-type: none"><li>• Blood Refusal Consent Form - Expected Go Live November – December</li><li>• Ambulatory Diabetic Foot Exam Optimized – Expected Go Live November</li><li>• Ambient Listening AI – Pilot complete, will expand out to the rest of the Ambulatory clinic Providers starting in November</li><li>• Referral Component – Ambulatory providers no longer need to close out the patient chart to find the status of the referral, this information has been added to the workflow-Complete</li></ul>
<b>Pediatrics &amp; Obstetrics</b>	<ul style="list-style-type: none"><li>• OB PowerPlan Updates Expected Go Live Date – November<ul style="list-style-type: none"><li>○ OB Hypertension Acute Expected</li><li>○ OB Magnesium Sulfate Preeclampsia</li><li>○ OB ERAC C Section POST-Op</li><li>○ OB Labor and Delivery Admission</li><li>○ OB Postpartum Vaginal Delivery</li><li>○ OB Postpartum Routine Medications</li></ul></li><li>• New OB Chorioamnionitis PowerPlan – In Progress go live date TBD</li><li>• Create a Post-Partum Rophylac Protocol - Expected Go Live November – December</li></ul>

# Physician Engagement

<b>Communication</b>	<ul style="list-style-type: none"> <li>• Communication between physicians, nurses, and other medical personnel is good in this organization.</li> <li>• Communication between units/departments is effective in this organization.</li> <li>• Hospital administration is responsive to feedback from physicians.</li> <li>• I can easily communicate any ideas and/or concerns I may have to hospital administration.</li> </ul>	<ul style="list-style-type: none"> <li>• In response to recent the medical staff concerns with a Service Line, our Administrators took immediate action. <b>Discussions ongoing.</b></li> </ul> <p>Dr. Randolph is committed to being available and accessible to the Kaweah Health workforce and patients.</p> <ul style="list-style-type: none"> <li>• <b>A flyer is being designed with a QR code that links to Dr. Randolphs contact information</b></li> <li>• <b>MEC will participate in Patient Experience rounds. D. Volosin to give an overview to MEC on 11/17.</b></li> </ul>
<b>Quality</b>	<ul style="list-style-type: none"> <li>• Kaweah Health provides high-quality care and service.</li> <li>• Kaweah Health makes every effort to deliver safe, error-free care to patients</li> <li>• Kaweah Health cares about quality improvement.</li> </ul>	<ul style="list-style-type: none"> <li>• MEC, Cardiovascular Service Line and Nursing partnering to develop a multidisciplinary “Standard of Care Model” for Transcatheter Aortic Valve Replacement (TAVR). <b>The model to be pitched during the December Cardiovascular Service Line meeting.</b></li> </ul>

# Onboarding & Mentoring

<b>Onboarding</b>	<p>Optimize Recruitment to Active Staff Process</p> <ul style="list-style-type: none"> <li>• Coordinate Process across Stakeholders <ul style="list-style-type: none"> <li>• Recruitment</li> <li>• Medical Staff Services</li> <li>• Contracting</li> <li>• ISS</li> </ul> </li> </ul> <p><b>Goal: Reduce Onboarding Time</b></p>	<p>Process for Physician &amp; APP from Recruitment to MDDS to MCO: <b>In Development</b>  <b>Coordinate with Recruitment &amp; Strategy Team</b></p> <ul style="list-style-type: none"> <li>• Identify opportunities to optimize and reduce time to complete onboarding processes.</li> <li>• Define KPI's to measure and monitor to ensure sustained process improvement.</li> </ul> <p>Key Stakeholders: Recruitment, Contracted Group Admin Contacts, MSSD, MCO, ISS</p>
<b>Mentoring</b>	<p>Provide Health System Education &amp; Training</p> <ul style="list-style-type: none"> <li>• Regulatory Requirements</li> <li>• Medical Staff Policies</li> <li>• ISS – Cerner Training</li> </ul> <p>Support Physician Orientation</p> <ul style="list-style-type: none"> <li>• Utilize established physicians for practice guidance</li> <li>• Provide support for community introduction</li> </ul> <p><b>Goal: Support physician practice establishment and introduction to Community</b></p>	<p>Process for orienting &amp; mentoring Physicians across the organization: <b>In Development</b>  <b>Coordinate with Recruitment &amp; Strategy Team</b></p> <ul style="list-style-type: none"> <li>• Identify opportunities to streamline and enhance Physician Orientation &amp; Mentoring</li> </ul> <p>Key Stakeholders: Recruitment, Contracted Group Admin Contacts, MSSD, MCO, ISS</p>

# HUMAN RESOURCES POLICIES

MEMORANDUM

TO: Kaweah Delta Health Care District  
Board of Directors

FROM: Human Resources

RE: Human Resources Policy Updates

DATE: December 2025

The purpose of this Memorandum is to familiarize the Board of Directors with the Human Resources policy updates for December 2025.

**HR.04 Special Pay Practices** – Updated to include reference to Advanced Practice Provider Incentives included in policy OCP.01

**HR.28- Recruitment and Selection of Staff Members** – Updated minimum job posting period from five to three days.

**HR.36- New Hire Processing** – Updated to provide new hires with two hours of pay for completing pre-employment processing. This includes a new hire appointment, medical exam/drug screen, and completion of onboarding paperwork.

**HR.49 Education Assistance** – Updated to clarify taxability of education assistance, including timing of tuition reimbursement expenses and amounts exceeding \$5,250 annually. The Cares Act end date of 12/31/25 has been removed, as new legislation extends the exclusion of loan repayments from taxable income. Employees may now submit tuition expenses for reimbursement as they are incurred. To continue receiving tuition reimbursement support, grades from previously submitted coursework must be provided.

**HR.62 Exempt Employees Pay/Salary Basis Safe Harbor Provision** – Updated flextime to accrual based, calculated on work shift (8 hours vs. 10 hours). Flextime is requested and utilized like PTO in Workday.

**HR.66 Payroll Deductions** – Added section regarding the potential for payroll deductions to reduce an employee's overall gross pay causing retirement deductions to fall below their elected deferral rate.

**HR.70 Meal Periods, Rest Breaks and Breastfeeding, and/or Lactation Accommodation** – Updated Imaging Center location of lactation room

**HR.72 Standby and Callback Pay** – Added Physician Assistant-Surgery-Cardiac and RN-Nurse Practitioner-Surgery-Cardiac job profiles to be eligible for standby and callback.

**HR.74 Telecommuting** – Added expectations regarding dependent care while working remotely.

**HR.80 Docking Staff** –Reviewed.

**HR.148 Personal Leave of Absence & Personal Protected Leave for Victims of Violence** - Updated title of policy for victims of violence. Employees are job protected under FMLA and CFRA, however, when not eligible for FMLA or CFRA, employee may take a personal leave and will have job protection. Victims of violence has been expanded to include stalking, threats of violence and the brandishing of a firearm. Leave is extended to the care of a family member or “designated person” who is a victim of violence. In these cases, leave will be granted for up to 10 days. Employees may use accrued sick leave or may go unpaid. Additionally, time may be taken off to meet with law enforcement, court proceedings and to ensure safety of family members.

**HR.234 Paid Time Off (PTO), Extended Illness Bank (EIB) and Health Workplace, Health Families Act of 2014** – Updated section under AB 1522 Healthy Workplace Health Families Act of 2014 to include under Family Members, “designated person” which does not have to be a family member. Additionally, victims of a qualifying act of violence or whose family member is victim of violence, AB 2499 and AB 406 expanded the job protection status to include sexual assault, battery and other violent offenses. Employees may use PSL or PTO for medical care, counseling, court proceedings and relocation. Removed statement that requires PSL or PTO to be used in increments of at a minimum of 1 hour. There was further clarification in the policy as the use of PSL.

**HR.241 Paid Time Off (PTO) Cash Out** – Updated policy to reflect one annual PTO cash out to align with Workday configuration.

<b>Policy Number:</b> HR.04	<b>Date Created:</b> 12/19/2019
<b>Document Owner:</b> Kelsie Davis (Board Clerk/Executive Assistant to CEO)	<b>Date Approved:</b> 08/27/25
<b>Approvers:</b> Kelsie Davis (Board Clerk/Executive Assistant to CEO)	
<b>Special Pay Practices</b>	

**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

Designated departments may have special pay practices that provide for competitive compensation and/or incentives for employees to work varying shifts or additional shifts. All special pay practices are approved by the Hospital and are subject to change at any time. In all cases, Wage and Hour Law will apply.

### **Pay Practices:**

**Other Hours-** Base rate of pay for additional hours or shifts worked for certain exempt positions approved by HR.

MICN: and TNCC\$1.50 for each active certification(s). when primary cost center is 7010 – Emergency Department. Effective upon pay period following submission/validation of certification to Human Resources.

- RN-Emergency-ED: 2217/2247
- Charge Nurse-Emergency-ED: 2277
- Assistant Nurse Manager-Emergency-ED: 2187

### **Donning and Doffing Sterile Scrubs**

Employees who work in surgical services or sterile procedural areas are entitled to up to 10 minutes to change into provided sterile scrubs before and after their shift.

### **Sleep Pay**

Hourly rate paid to Surgery and Cath Lab employees for those who require an 8-hour gap between the current shift worked and the next scheduled shift. The employee will be paid at the start of the next scheduled shift but is not expected to work until the 9th hour after finishing prior shift

### **Advanced Practice Provider Incentives**

Refer to policy OCP.01 for volume, extra shift, and patient experience incentives.

### **Private Home Care Holiday**

Rate is based on where the employee travels. Holiday differential is received for Kaweah Health observed holidays, in addition to Mother's Day and Easter.

### **Private Home Care On-Call**

Eligible Job Codes:

- PHC Staffing Coordinator: 0123 (Base rate of pay for a minimum of 1- hour for on-call)

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Policy Number: HR.241	Date Created: 10/26/2015
Document Owner: Kelsie Davis (Board Clerk/Executive Assistant to CEO)	Date Approved: 08/23/2023
Approvers: Board of Directors (Administration), Kelsie Davis (Board Clerk/Executive Assistant to CEO)	
<b>Paid Time Off (PTO) Cash Out</b>	

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Kaweah Health encourages employees to take vacation time; however, Kaweah Health recognizes that, in a 24-hour setting, employees may not take the amount of Paid Time Off (PTO) they are generally granted yearly, thus accruing maximum amounts in their PTO bank.

### Procedure:

Employees who meet eligibility requirements have the option of cashing out a portion of their PTO. However, to meet Internal Revenue Service regulations, calendar year PTO cash-out elections are made during a special Open Enrollment in ~~the~~ December preceding each calendar year.

- I. All hours are cashed-out at the employee's base rate of pay.
- II. During the Open Enrollment, the employee must complete an irrevocable PTO Cash-Out Election in Workday.
- III. The maximum cash-out for the calendar year is determined ~~yearly~~ annually in December. The election for payout will occur in the next calendar year. There ~~are three~~ is one dates available for ~~cash-outs the~~ PTO Cash Out and any amount of hours may be requested so long as the minimum and maximum rules are met. ~~PTO cash-outs are paid to the employee with their regular paycheck on the dates indicated in Workday.~~ Kaweah Health requires that an employee keep ~~available~~ a "minimum-~~utilization~~" of 40 hours of PTO in their accrual bank at the time of the cash-out, ~~and cash-outs will be modified if 40 hours are not available.~~
- III.IV. PTO cash outs are paid to the employee with their regular paycheck on the date indicated in Workday.

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Policy Number: HR.28	Date Created: 06/01/2007
Document Owner: Dianne Cox (Chief Human Resources Officer)	Date Approved: 10/25/2023
Approvers: Board of Directors (Administration)	
Recruitment and Selection of Staff Members	

**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

### **POLICY:**

Kaweah Health personnel will be employed on the basis of their training, experience, skill, aptitude, reliability, past performance and other indications of their ability to perform the essential functions and requirements of the job, and their willingness to partner with Kaweah Health in the provision of high quality patient care in accordance with established employment policies.

It is the policy of Kaweah Health to select the strongest candidates for employment by ensuring that the following steps are taken prior to extending an offer of employment:

- A. Ensure a complete and accurate Job Description, including Physical Requirements, is on file with Human Resources;
- B. Ensure the essential functions of the job have been identified;
- C. Ensure the prospective employee meets the minimum requirements of the position.

Further, it is the policy of Kaweah Health to adhere to the philosophy and principles of Equal Employment Opportunity and comply with all local, state, and federal laws applicable to recruiting, interviewing, and selecting employees. All candidates for employment, internal and external, must apply through the Human Resources Department in order to ensure proper screening and consideration, as well as to maintain the appropriate applicant documentation. Further, management will refer all contacts with applicants and employment agencies to Human Resources. (See HR.12- Equal Employment Opportunity.)

All offers of employment will be contingent upon successful completion of a background screening, employer sponsored post offer/pre-employment medical examination, including drug screen, and proof of candidate's legal ability to work in the United States. (See HR.36- New Hire Processing.)

### **PROCEDURE:**

- I. Responsibility of Management/Human Resources
  - A. Hiring Manager must submit a request for a job requisition with approvals from appropriate Manager, Director and Chief Officer, for recruitment of new and replacement positions.

- B. Upon receipt of an approved requisition, Human Resources will post position and source qualified applicants, including internal candidates. External candidates apply through the career site and internals apply through Workday on the Jobs Hub.
- C. New and replacement positions will be posted online for a minimum of ~~five~~ three days to allow equal opportunity for applicant consideration. Internal departmental postings are acceptable when position is limited to current employees within the department or include changes in Shift or Status. The internal posting will allow departments to adjust to changing staffing needs within the department.
- D. Human Resources will maintain a recruitment program that meets the needs of the organization and will continually search for new means and sources to expand our workforce and support patient care.
- E. Human Resources will ensure that all job applicants complete an application for employment. (Will provide accommodation to any applicant who experiences difficulty with the application process and requests reasonable accommodation.)
- F. Human Resources will review qualified applicants and forward selected candidates to the appropriate hiring manager.
- G. Hiring Manager will interview, assess and select candidates to determine the preferred candidate utilizing effective and legal practices. During the interview process, hiring leader will ensure application for employment is complete and accurate, as well as confirm prospective candidate meets minimum position requirements. (An interview panel must be coordinated for all management and director vacancies.)
- H. Following interviews, the hiring manager will notify Human Resources of selection decision.
- I. Human Resources will be responsible for extending the contingent offer to the selected candidate, including hourly rate, benefit eligibility, start date and other relevant information. Human Resources will provide an appropriate starting pay rate based on Kaweah Health's current Compensation Program.
- J. Human Resources will notify the hiring manager on job offer acceptance and pre-employment clearances and start date.
- K. Human Resources will validate job requirements (licensure/certification, degree, driving record, etc.) and will ensure

that post-offer background screening (including regulatory components, criminal convictions, employment verifications), pre-employment medical examination and drug screen are satisfactorily completed prior to the employee's start date.

- L. The Hiring Manager will notify candidates who have been interviewed and not chosen for the position.
- M. Human Resources will maintain internal/external applications received and appropriate records of the selection process for two years from application date.

## II. Eligibility for Rehire

If a qualified applicant has been employed previously by Kaweah Health, a review of the former Human Resources file must be completed to determine eligibility for re-employment. Review will include assessment of employment record and circumstances of the termination

Applications from former employees will be considered case-by-case with consideration of the job opening and other relevant factors.

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<b>Policy Number:</b> HR.36	<b>Date Created:</b> 06/01/2007
<b>Document Owner:</b> Kelsie Davis (Board Clerk/Executive Assistant to CEO)	<b>Date Approved:</b> 2/28/2024
<b>Approvers:</b> Board of Directors (Administration)	
<b>New Hire Processing</b>	

**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

## POLICY:

All applicants who have accepted an offer of employment with Kaweah Health will be required to successfully complete all steps of the new hire process prior to their first day of work, including background check, post offer/pre-employment medical exam, drug screen, and new hire paperwork. This process maintains compliance with The Joint Commission, Title XXII, OSHA requirements, The Americans with Disabilities Act, and all Federal, State, and Local regulations. Applicants who refuse any part of the medical exam, drug screen or new hire processing will not be hired.

Kaweah Health compensates new hires for time spent completing mandatory pre-employment processing, including new hire appointment, medical exam/drug screen, and completion of onboarding paperwork. All non-exempt new employees will be paid a flat two hours at their regular rate of pay for completing these required onboarding activities.

## PROCEDURE:

### I. Background Check Results

After the contingent job offer is extended and accepted, applicants are asked to disclose information to Human Resources concerning criminal conviction history. Analysis of criminal convictions will be individually assessed by Human Resources based on the nature and gravity of the offense or conduct, the time that has passed since the offense, conduct and/or completion of the sentence, and the nature of the job held or sought.

Following acceptance of the contingent job offer, a third-party background check is initiated for completion. Applicants are then provided with an electronic email link from the background vendor providing their legal rights concerning consumer reports (background check), and submit authorization allowing Kaweah Health to run background check.

When background results are returned to Human Resources, they are reviewed for consistency with the information disclosed by applicant within the disclosure form and employment application. If results are consistent with what was disclosed and if the criminal history results are not relevant to employment at Kaweah Health, Human Resources will clear the background check and continue with the new hire process.

When background results are not consistent with what was disclosed by applicant, or if the report contains information that raises concern regarding work performance, an assessment will be undertaken by Human Resources. If

the results of the assessment determine that the offer may be withdrawn, the adverse action process may be initiated.

## II. Adverse Action Process

The third-party vendor completing the background check is considered a consumer reporting agency. As such, per the federal Fair Credit Reporting Act, before taking an adverse action based on information contained in a consumer report (background check), Human Resources will:

1. Provide the subject of the report a "Pre-Adverse Action" notice, a copy of the report, and a copy of the document "A Summary of Your Rights Under the Fair Credit Reporting Act" and any applicable state law notices.
2. Allow ten (10) days for the applicant to review the report and contact the third-party background company to dispute any information the consumer believes to be inaccurate or incomplete.
3. If the applicant does not file a dispute (or based on the results of a dispute investigation), Human Resources may take adverse action. The applicant will be provided with a "Final Adverse Action" Notice, a copy of the report, and a copy of the document "A Summary of Your Rights Under the Fair Credit Reporting Act". Adverse action will result in the withdrawal or rescission of the job offer.

## III. Medical Exam and Drug Screen

Upon clearance of the background check, prospective new hires will be scheduled for a post-offer/pre-employment medical examination at Employee Health Services within 60 days of start date.

The exam is performed utilizing the physical requirements outlined in the job description. The exam will include but not be limited to: drug screen, TB skin test (PPD), diagnostic lab work and immunizations if determined to be necessary by the position to be hired for and the examining practitioner. (See Policy EHS 11- Immunization Requirements for Health Care Workers.)

In the event that Employee Health receives a report indicating temporary or permanent work restrictions or presence of a communicable disease, the Employee Health Services Manager, with Medical Director guidance, will make the decision as to whether or not the individual is cleared to be hired for the position offered. If the applicant is deemed to be unable to perform his/her job duties, the applicant will be given the opportunity to request a reasonable accommodation that would allow the new hire with a qualified disability to perform the essential functions of the job, unless the accommodation would create an undue hardship for the organization. (Please refer to HR.16 Reasonable Accommodation & Medical Fitness for Work.)

Employee Health Services notifies Human Resources of clearance or non-clearance results after completion of the post-offer/pre-employment medical

examination and drug screen. Prospective new hires will receive notification from Human Resources if it is determined that they are not fit for employment as a result of the medical exam and/or drug screen.

IV. New Hire Processing

Upon clearance of the background check, prospective new hires will be scheduled for a processing meeting in Human Resources. New hires will be required to show proof of their right to work in the United States, provide social security card (for payroll and tax purposes only), as well as original licenses, certifications or registrations required for their job.

Electronic new hire paperwork will become available for the new hire to complete in Workday in advance of their start date and is expected to be completed no later than day one of employment.

V. Rescinded Job Offers

Job offers may be withdrawn or rescinded due to reasons including results of the background report or drug screen, failure to verify ability to work in the United States, failure to fulfill all components of the employment process in a timely professional manner, and in some cases, the results of the post-offer/pre-employment medical examination (per HR.16- Reasonable Accommodation & Medical Fitness for Work).

VI. Proof of right to work in the United States

Kaweah Health will comply with the Immigration Reform and Control Act of 1986 which prohibits the employment of unauthorized aliens and requires all employers to implement an employment verification system.

VII. E-Verify

Kaweah Health participates in E-Verify (effective 7/10/2023) and will provide the federal government with Form I-9 information from each new hire to confirm work authorization.

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Policy Number: HR.49	Date Created: 06/01/2007
Document Owner: Dianne Cox (Chief Human Resources Officer)	Date Approved: 3/26/2025
Approvers: Board of Directors (Administration)	
<b>Education Assistance</b> <ul style="list-style-type: none"> <li>- Tuition, Books and Fees Reimbursement or Loan Repayment</li> <li>- Educational Programs and Compensation</li> <li>- Continuing Education and Conferences</li> <li>- Professional Certification Fee Reimbursement and Awards</li> </ul>	

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## POLICY:

Kaweah Health recognizes the importance of growth and development of all employees to improve work performance and increase job knowledge and skill. As an employee benefit and in support of the recruitment and retention of qualified employees, Kaweah Health offers a number of programs and opportunities as described in this policy.

The Kaweah Health Education Assistance Program is intended to qualify as an educational assistance program under Internal Revenue Code Section 127, which permits employers to exclude up to \$5,250 annually per employee from taxable income for qualifying educational assistance benefits. This annual limit is subject to future IRS cost-of-living adjustments.

Certain amounts reimbursed up to \$5,250 in a calendar year received under this Educational Assistance program are excluded from wages and other compensation. Monies are reimbursed without being subject to taxes. These programs include loan repayment, reimbursement for tuition/books/fees and n, books and fees and for fees related to obtaining certifications. Loan Repayment is currently excluded from wages through 12/31/2025 due to the CARES Act. Employees are responsible to ensure their annual tax withholdings and disclosures are appropriate. If an employee receives more than \$5,250 in a calendar year (January 1-December 31), any excess amount is taxable.

Education Assistance - Tuition, Books and Fees Reimbursement or Loan Repayment

This plan provides the following types of Education Assistance:

A. Tuition and Book Reimbursement- reimbursement of tuition, fees, and books. This does not include tools or supplies (other than textbooks) that you can keep after

completing the course (for example, computers or laptops). Expenses must be paid by the employee in the same calendar year in which reimbursement is requested to qualify as non-taxable reimbursement. -If the expense was paid in a previous calendar year, the reimbursement will be taxable. -

B.

Loan Repayment- payment toward the principal or interest on a qualified education loan. A current loan statement showing the outstanding balance is required. If loan payments have previously been issued by Kaweah Health, the statement must show those funds applied as a credit for the prior period.

## Eligibility

Employees may apply for tuition and book reimbursement or loan repayment for educational programs relevant to positions at Kaweah Health. Eligibility requirements include:

**Status:** Active full-time or part-time benefit-eligible employee.

**Service:** One year of continuous employment. For tuition reimbursement, classes must start after the employee's hire date. Loan repayment expenses are eligible if incurred prior to employment.

**Performance:** Most recent completed performance evaluation rated "Successful" or higher.

**Disciplinary History:** No active Level II or III Performance Correction Notices in the past 12 months.

~~Full-time and part-time employees may apply for reimbursement of tuition, books and fees or loan repayment for educational programs applicable to positions at Kaweah Health. An employee must have completed 2080 hours (1872 hours for 12-hour shift employees) of active employment and have received at least one performance evaluation before submitting a request for Tuition, Books, and Fees or Loan Repayment. Employees who have received a performance evaluation below an overall "Successful" rating or a Level II or III Performance Correction Notice within the prior 12 months are not eligible for that year, even if they had been previously eligible. If performance in a subsequent year meets expectations and there are no Performance Correction Notices, the employee is eligible again for reimbursement or loan repayment. No retroactive payments will be made; the lifetime amounts remain the same as long as eligibility and all requirements are met.~~

## Benefit Limits

Lifetime maximum amounts for reimbursement or outstanding student loan repayments combined for each degree level.

**Note:** Tuition and book reimbursement is taxable if requested in a different year than when the expenses were incurred, while employer paid loan payments, even for loans taken before employment, are not taxable.

- Up to \$2,500 for Associates Degree or educational programs leading to a

certification required for a position at Kaweah Health.

- Up to \$10,000 for a Baccalaureate Degrees, limited to \$2,500 per calendar year. Payments are made over four or more years if employee remains employed in an active full-time or part-time-benefitted status.
- Up to \$15,000 for a Masters' Degree, limited to \$5,000 per calendar year. Payments are made over three or more years if employee remains employed in an active full-time or part-time-benefitted status. If receiving reimbursement for a Baccalaureate Degree, reimbursable monies for a Master's Degree will begin once the Baccalaureate Degree reimbursement is completed.
- Up to \$20,000 for Doctoral Degree (Pharmacy, Physical Therapy and Nursing Director or Manager, DNP or PhD in Nursing, or RN with BSN in a program for Nurse Practitioner that requires DNP), limited to \$5,000 per calendar year. Payments are made over four years if employee remains employed in an active full-time or part-time-benefitted status. If receiving reimbursement for a Bachelors' or Masters' Degree, reimbursable monies for a Doctoral Degree will begin once the Masters' Degree reimbursement is completed.

~~Up to \$20,000 for Doctoral Degree (Pharmacy, Physical Therapy and Nursing Director or Manager, DNP or PhD in Nursing, or RN with BSN in a program for Nurse Practitioner that requires DNP), limited to \$5,000 per calendar year. Payments are made over four years if employee remains employed in an active full-time or part-time-benefitted status. If receiving reimbursement for a Bachelors' or Masters' Degree, reimbursable monies for a Doctoral Degree will begin once the Masters' Degree reimbursement is completed.~~

~~If receiving reimbursement for a Bachelors' or Masters' Degree, reimbursable monies for a Doctoral Degree will begin once the Masters' Degree reimbursement is completed.~~

For all reimbursements or loan repayments, employees are required to exhaust all school, program, federal or state grant, scholarship and loan repayment opportunities offered prior to submitting a Reimbursement Form or Loan Repayment Form to Kaweah Health. These include, but are not limited to:

- Nurse Corps
- Health Professions Education Foundation
- CSLRP Loan Repayment Program only applicable to certain approved specialties and must be Primary Care
- Public Service Loan Forgiveness

~~In no case will an employee receive more than \$5,000 in a calendar year.~~

### Application Process

Employees meeting the eligibility requirements may submit a Book and Tuition Reimbursement Form or Loan Repayment Form to Human Resources. Applications must include all required signatures, including the employee's Manager and Director (or Chief Officer for Director-level employees). Incomplete applications will not be processed.

~~The Reimbursement Form and original receipts as well as grades verifying course completion must be submitted to Human Resources. A grade of C or better in graded courses and/or a grade of "Credit" in a Credit/No Credit course indicates successful completion. For loan repayment, a current outstanding educational loan statement must be attached to the application. If prior loan repayments have been issued, at least 2/3 of the monies received from Kaweah Health must show as a credit on the statement for the prior period. If not, there is no payment for the current year. The employee may reapply in future years providing evidence of loan payments.~~

~~For tuition reimbursement requests, forms may be submitted as expenses are incurred, up to the annual maximum limits. Employees must submit itemized receipts for tuition and books. Expenses paid in a previous calendar year will result in taxable reimbursement. For ongoing reimbursement, employees must also submit official grades or transcripts for previously completed coursework. These documents verify successful completion and determine eligibility for continued reimbursement. A minimum grade of C in graded courses, or a grade of "Credit" in Credit/No Credit courses, is required to remain eligible for future reimbursement.~~

~~For loan repayment requests, forms may be submitted annually. Each submission must include a current educational loan statement showing the outstanding balance. If the employee has previously received loan repayments from Kaweah Health, the statement must also show that those funds were applied to the loan balance. If this condition is not met, no payment will be issued for the current year. Employees may reapply in a future year by providing documentation of qualifying loan payments.~~

~~Applications that are incomplete or missing any of the required signatures will not be processed.~~

~~An employee may request pre-approval for the Tuition Reimbursement portion of this policy. If so, the employee must submit the form two weeks prior to the beginning of class or the program. A letter of approval/disapproval will be sent to the employee. If pre-approval is granted, all conditions of successful completion of the class or program must still be achieved to remain eligible for reimbursement.~~

~~Reimbursement or Loan Repayment Forms are due upon course completion or annually each year following the successful completion of the performance evaluation.~~

~~The Reimbursement Form and original receipts as well as grades verifying course completion must be submitted to Human Resources. A grade of C or better in graded courses and/or a grade of "Credit" in a Credit/No Credit course indicates successful completion. For loan repayment, a current outstanding educational loan statement must be attached to the application. If prior loan repayments have been issued, at least 2/3 of the monies received from Kaweah Health must show as a credit on the statement for the prior period. If not, there is no payment for the current year. The employee may reapply in future years providing evidence of loan payments.~~

~~All signatures on applications are required to be obtained prior to submitting the application to Human Resources, including the employee's Director or Chief Officer for Directors submitting for reimbursement, and the designated Human Resources Director.~~

#### Kaweah Health Sponsored Programs

Kaweah Health has partnership agreements in place with several school programs for difficult to fill positions. Kaweah Health employees selected for sponsorship are subject to the details of the applicable program agreement.

#### Terms and Conditions

Nothing in this policy shall be construed to bind either Kaweah Health or the employee to any period of employment with the other. Each party recognizes that employment is terminable at the will of either party.

Class attendance and completion of study assignments will be accomplished outside of the employee's regularly scheduled working hours. It is expected that educational activities will not interfere with the employee's work.

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#### EDUCATIONAL PROGRAMS AND COMPENSATION

Kaweah Health provides various educational programs and opportunities for employees including but not limited to formal hospital/departmental/unit specific orientation, annual requirements, in-services related to new equipment or procedures, maintenance of certifications as required for identified positions, and staff meetings. Appropriate compensation will be provided in accordance with regulatory and Kaweah Health established guidelines.

#### Mandatory Education

- Programs may be designed as mandatory by Kaweah Health, a Chief Officer, a Director or a Manager. These programs may be offered during scheduled working hours or outside of scheduled working hours.
- Mandatory programs such as meetings, courses, and orientations will be compensated by Kaweah Health. Education hours will be considered productive time and as such will be paid in compliance with applicable wage and labor regulations and policy and are subject to adherence to the policies and procedures that govern productive time, i.e. – dress code, attendance, etc. (Refer to Policies HR.184—Attendance and Punctuality, HR.197 Dress Code - Professional Appearance Guidelines.)
- Courses may consist of instructor led training, computer based learning/testing, or blended learning defined as computer based learning followed by instructor led discussion or skills testing.

- With the exception of illness, approved absence or scheduled vacation, all employees must attend mandatory meetings. Reasonable notice is to be provided to employees of upcoming mandatory meetings. If the employee is unable to attend, he/she should request an absence. An employee who is unable to attend may be required to read and initial the meeting minutes or attend an additional meeting or program.
- Employees are to give advanced notice for cancellation of any class or program in which they are enrolled, whether voluntary or mandatory. Advanced notice for cancellation is defined as the following:
  1. If class is on Tuesday through Friday, cancel the day before by 8:00am. EXAMPLE: Class is Wednesday at noon- must cancel before Tuesday 8:00 am.
  2. If class is on Monday, cancel prior to 23:59 on Saturday
  - Attendance & Punctuality
  3. Classes need to be cancelled through our Learning Management System (LMS)
  4. If the employee cannot cancel in our LMS or they are past the defined time for advanced notice, the employee must contact their manager via phone or email letting them know they cannot attend.
  5. Employees must be on time.
  6. Failure to give advance notice may count as an occurrence under the Attendance Policy HR.184. Refer to Progressive Discipline policy HR 216.
- Assignment to attend during regular work hours will be made at the discretion of the department leader. Any deviations from mandatory attendance will be made at the discretion of the department leader.

#### COMPENSATION FOR KAWEAH HEALTH ASSIGNED JOB REQUIREMENTS

Employees who participate in courses will be paid for such time if the course is required for their position or they have obtained manager approval prior to participating in the course.

- Courses should be scheduled on non-work days and overtime should be avoided to the extent possible.
- If the course is offered at Kaweah Health, no reimbursement will be provided for programs taken elsewhere unless manager approval is obtained prior to attending an outside course.
- Instructor led training will be paid for actual time spent in the classroom. Staff who arrive late or unprepared will not be allowed to participate in the course and will not be paid for the attempt to participate.

- Computer based courses/testing will be paid for actual time spent completing the course/test. Whenever possible, it should be completed onsite and during scheduled hours. Any training completed offsite must be approved in advance by their manager, and staff must submit a time card correction. Staff are expected to remain focused on the training and complete it within the expected time frame to the extent possible. If it takes longer, staff are expected to report this to their manager along with any extenuating circumstances. Fees charged to access online courses will not be reimbursed unless management approval is obtained prior to purchasing the course.
- Time spent by employees attending training programs, lectures and meetings are not counted as hours worked if attendance is voluntary on the part of the employee or the course is not related to the employee's job.

Employees must use the current time keeping system to record actual time for training in order to receive compensation for education hours.

Established hours expected for successful completion of online training includes but is not limited to the following:

<b>Online Training</b>	<b>Hours Expected (Record Actual Time)</b>
HeartCode BLS	3
ACLS/PALS required pre-course self-assessment	2
NRP	4
STABLE	2
NDNQI Pressure Ulcer Training	1 (per module/max 4 modules)
NIHSS Stroke Certification	4
Other Online Modules/Testing	Variable based on module length, TBD prior to module release

### CONTINUING EDUCATION AND CONFERENCES

With the assistance of Human Resources and Clinical Education, department leaders plan, develop, and present educational offerings to Kaweah Health employees on a continuous and on-going basis. Continuing education includes all forms of job-related training, whether offered by Kaweah Health or by an outside organization.

Many different methods are utilized for staff education such as formal continuing education classes, in-services, web-based education, one-on-one instruction, teleconferences, self-learning modules, and conferences.

Reference materials for staff education are available within their respective departments, Kaweah Health Library, Kaweah Health intranet and/or resources online.

Types of educational offerings are determined as a result of Performance Improvement and Risk Management activities, new and changing technology, therapeutic and pharmacological intervention, regulatory and accreditation bodies, and identified or stated learning needs of employees.

Continuing education events may be required by Kaweah Health and if mandatory, the costs and time for attendance will be paid. If a program is voluntary, any payment or reimbursement of expenses and time for attendance will be determined by the department leader.

### Conferences

A department may budget for short-term conference or seminar-type trainings for employees. It is the responsibility of the employee to complete the Travel Reimbursement Form and secure approval in advance of the training for all anticipated expenses, including approval for the hours to attend and whether hours in attendance will be paid. Conferences may be required by Kaweah Health and if mandatory, the costs and time for attendance will be paid.

Refer to AP19 Travel, Per Diem and Other Employee Reimbursements

### PROFESSIONAL CERTIFICATION FEE REIMBURSEMENT AND AWARDS

As determined by the area Chief Officer, pre-approved professional certification fees are available to full-time and part-time employees attaining and/or maintaining professional certification(s) in their vocational area.

Employees must have successfully completed six months of employment to be eligible for this reimbursement or awards.

Professional Certification Criteria: To be reimbursed for examination fees and to qualify for the monetary award, the professional certification attained by the employee must:

- Not be a requirement for the staff members job code;
- Be sponsored by a national professional organization
- Involve an initial written examination that is available nationally and tests a professional body of knowledge (i.e., not technical such as ACLS, BCLS, etc.);
- Specify a defined recertification interval

Professional Certification Exclusions: Certification necessary as a condition of employment or as a minimum requirement for the position in which the employee is employed with Kaweah Health is not eligible under this program.

Employees may request reimbursement for exam and renewal fees associated with the examination up to a maximum of \$250; the maximum an employee may receive for all exam and renewal fees under this program is \$250 per calendar year. These fees are not taxable as long as the annual maximum received in reimbursement for tuition, books, and fees and Loan Repayment is under \$5,250. Expenses that are not eligible for reimbursement, include but are not limited to travel, food, and lodging. The continuing education costs themselves and renewal fees without an exam or continuing education requirement are not eligible. Reimbursements must be submitted to Human Resources within 30 days of obtaining certification. Reimbursement monies will be included in the employee's next paycheck.

Employees receiving an initial certification or renewal are eligible for a monetary award in recognition of their accomplishment. Full-time and part-time employees will receive an award of \$500. The maximum amount of award per calendar year is \$500. Award monies are taxable in accordance with employee exemptions on file.

Employees requesting reimbursement for examination or renewal fees and/or a monetary award may request the appropriate form through Human Resources.

All signatures on applications are required to be obtained prior to submitting the application to Human Resources, including the employee's Director or Chief Officer for Directors submitting for reimbursement and the Director of Human Resources.

Any exceptions to this policy must be approved by the Chief Human Resources Officer.

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<b>Policy Number:</b> HR.62	<b>Date Created:</b> 06/01/2007
<b>Document Owner:</b> Kelsie Davis (Board Clerk/Executive Assistant to CEO)	<b>Date Approved:</b> 08/23/2023
<b>Approvers:</b> Board of Directors (Administration), Board of Directors (Human Resources), Dianne Cox (Chief Human Resources Officer)	
<b>Exempt Employees Pay/Salary Basis Safe Harbor Provision</b>	

**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

## **POLICY:**

In accordance with the Fair Labor Standards Act exempt employees of Kaweah Health are required to be paid on a salary basis. That means that an exempt employee must regularly receive a predetermined amount of compensation each week without regard to the number of days or hours worked in a day (subject to the exceptions below). The District has a general expectation that regular business hours are 8:00am-5:00pm Monday through Friday. Arrival and departure time for exempt staff are determined by business needs and schedules of each department. Exempt employees need not be paid for any workweek in which they perform no work.

Exempt employees may hold concurrent jobs within Kaweah Health but may not work more than twenty (20) hours of non-exempt work in a week.

## **PROCEDURE:**

### **I. Exceptions to the Salary Basis Rule**

The requirement to provide a predetermined amount of compensation each week, is subject to the following exceptions:

- A. Accrued and unused Paid Time Off (PTO) must be utilized for absences of a full day. If the employee does not have PTO accrued to cover the absence the employee will be allowed to go into the negative for a short time, until accrual is earned back in successive pay periods.
- B. The District can offset any amounts received by the employee as jury or witness fees or military pay for a particular week against the salary paid that week by the District for the leave in question.
- C. Deductions from pay may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Employees with accrued and unused PTO may utilize this benefit during a disciplinary suspension.

- D. The District is permitted to pay a proportionate part of an exempt employee's full weekly salary for the time actually worked in the first and last week of employment.
  - E. Partial day deductions are only allowed for unpaid leave taken in accordance with the Family and Medical Leave Act. Managers/timekeepers have the ability to enter this time for payroll purposes.
- II. Deductions from an exempt employee's pay during a work week cannot be made as a result of absences due to the circumstances listed below.
- A. Jury duty.
  - B. Attendance as a witness in a court proceeding.
  - C. Temporary military leave.
- III. All exempt employees accrue Paid Time Off (PTO) and Extended Illness Bank (EIB) time beginning on the first pay period of employment.
- IV. Managers, Directors, Executives, and Executive Assistants will accrue two days of flex time per year. The hours accrued are based on employee's shift length (8 vs. 10 hours). The first day is accrued and available on January 1<sup>st</sup> and he second day is accrued and available on July 1<sup>st</sup> annually and may be requested like PTO in Workday. New hires in qualifying positions will receive the accrual upon hire for the six-month window that they are hired in. ~~may take one day of "flextime" between January 1 and June 30, and July 1 and December 31 of each calendar year.~~
- V. An exempt employee will be required to use accrued Extended Illness Bank (EIB) for time off from work when applicable(i.e. EIB-Kin and coordination with temporary disability or state disability insurance).

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<b>Policy Number:</b> HR.66	<b>Date Created:</b> 06/01/2007
<b>Document Owner:</b> Kelsie Davis (Board Clerk/Executive Assistant to CEO)	<b>Date Approved:</b> 2/28/2024
<b>Approvers:</b> Board of Directors (Administration)	
<b>Payroll Deductions</b>	

**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

#### POLICY:

To inform employees of the requirements regarding the different categories of payroll deductions and our responsibilities as an employer.

As required by law, there are deductions that employers are required to withhold from employees' wages.

#### I. Statutory Payroll Deductions

1. Federal Income Tax - (Determined by employee's W-4 Form and current Federal Tax Tables)
2. F.I.C.A. - Social Security and Medicare - Determined by Current Year federal rates.
3. S.D.I.- California State Disability Insurance - Determined by Current Year CA rate.
4. S.I.T. - State Income Tax – (Determined by employee's W-4 Form or DE 4 Form and current CA Tax Tables)

Wage Garnishments / Earnings Withholding / Tax Levies / Child & Spousal Support Orders:

As an employer, Kaweah Health must comply with all written notices received according to instructions issued by the respective agency. The employee will be mailed a copy of the notice received and it is their responsibility to act quickly if they wish to obtain a release, modification, or termination of the withholding order. Kaweah Health cannot stop an order to withhold prematurely unless the issuing agency instructs us to do so in writing. Voluntary wage assignments will not be honored by Kaweah Health.

#### II. Voluntary Payroll Deductions

Voluntary payroll deductions include:

Retirement benefits such as 401k and 457b, medical, dental, vision, FSA, life, short term and long term disability and other benefits offered by employer usually during open enrollment, when there is a change in family status, or for new hired staff. Some of these deductions may change when there is a change in family status, or for newly hired staff. Some of these deductions may be taken pre-tax and some after-tax.

Other voluntary payroll deductions include: cafeteria, pharmacy, Kaweah Korner, Gift Shop, LFC membership and purchases, as well as Kaweah Health Foundation donations.

Any balance owed to Kaweah Health will be deducted from the final paycheck. Deductions taken from an employee's final paycheck must be pre-authorized in writing by the employee.

III. Payroll deductions may reduce an employee's overall gross pay causing retirement deductions to fall below their elected deferral rate. Ex. If an employee has a deferral rate of 80% for their 401k, but has Lifestyle Center, dietary charges, etc., the actual deduction for 401k may not equal 80% of the employee's gross pay.

III. IV. If an employee believes an improper deduction was withheld from their pay, or has questions regarding payroll deductions, he or she should contact the payroll department.

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Policy Number: HR.72	Date Created: 06/01/2007
Document Owner: Kelsie Davis (Board Clerk/Executive Assistant to CEO)	Date Approved: 6/25/2025
Approvers: Board of Directors (Administration), Kelsie Davis (Board Clerk/Executive Assistant to CEO)	
<b>Standby and Callback Pay</b>	

**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

### **PURPOSE:**

To establish standards for Standby and Call Back requirements and to compensate employees who, at Kaweah Health's request, are required to make themselves available for work if called.

### **POLICY:**

Employees assigned to take Standby will be available to work as needed. Standby is paid at the California Healthcare Minimum Wage for non-exempt employees.

For exempt employees, pay practices may vary depending on the nature of the work to be performed.

- Pharmacists in Pharmacy-Home Infusion KHHIP (7299) will receive one hour of "other hours" on weekdays, and two hours on weekend when on Standby. If called in, they will record "other hours" for actual hours worked.
- In ISS departments, exempt employees will receive \$100 stipend for weekdays and \$200 stipend on the weekends. No call back will be paid for ISS with the exception of holidays. On District approved holidays, ISS will receive the appropriate stipend as well as "other hours" for actual hours worked.
- Employees in the Physician Assistant – Surgery-Cardiac and RN-Nurse Practitioner-Surgery-Cardiac job profiles are eligible for Standby paid at the California Healthcare Minimum Wage and callback pay on hours worked if called in.

In addition, certain departments are eligible for Call Back when on Standby. Call Back pay will not apply if Call Back occurs on a previously scheduled regular shift. Home Health staff record "base pay" when on Standby but called to work. Kaweah Health reserves the right to adjust the Standby rate and Call Back paid to specific positions as conditions warrant.

### **PROCEDURE:**

1. While on Standby, an employee will not be required to remain on Kaweah Health premises but is required to leave word at his/her residence or where he/she can be reached or may voluntarily utilize their own cell phone.
2. Standby and Call Back time will be recorded via regular timekeeping. Standby and Call Back will not be paid for the same hours. In addition,

Standby should not be scheduled within 8 hours after the end of a shift for which the employee has claimed sick time.

3. If the employee has been called off from his/her regular schedule and placed on Standby:
  - a. The hours for which the employee will receive Standby payment will be determined by the department leader. In addition to recording Standby on the timekeeping system, PTO Mandatory Dock or Mandatory Dock-No Pay is to be recorded for the employee to receive Paid Time Off and EIB accruals.
  - b. If the employee is called back to work, the hours worked will be paid at the employee's base rate, unless the employee has met overtime requirements. It is expected that the staff member on standby will respond and drive promptly to work upon notification of the need to come back in.
4. When on pre-scheduled Standby (primarily Cath Lab, Surgical Services, Clinical Engineering, and certain ISS departments), non-exempt employees do not record Mandatory Dock pay codes, but are paid Call Back pay for work. Call Back begins when the employee arrives at and/or begins work.
  - a. An employee answering questions by telephone for Call Back is paid for the actual hours worked only.
  - b. Call Back will not be paid for hours during which the employee is working his/her regular schedule.
  - c. Surgical Services receive a minimum of two hours Call Back when called in and the need does not require them to be on site two hours. The two-hour period will extend from the second time of arrival.
  - d. Travel time is not paid except in areas of Home Health and Hospice and in accordance with Federal law.

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Policy Number: HR.74	Date Created: 06/01/2007
Document Owner: Kelsie Davis (Board Clerk/Executive Assistant to CEO)	Date Approved: 10/25/2023
Approvers: Board of Directors (Administration)	
Telecommuting	

**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

## POLICY

This policy on telecommuting applies to affected employees and provides for security for all records by limiting and monitoring access to the communication and computer systems.

Kaweah Health considers telecommuting to be a viable work option for certain employees which, benefits both Kaweah Health and the telecommuter. A telecommuter is an employee who works for Kaweah Health from a home, or other remote office for some part of the regularly scheduled workweek. Telecommuting does not change the basic terms and conditions of employment with Kaweah Health. All Kaweah Health employees, including telecommuters, are subject to Kaweah Health's employment policies and procedures. A telecommuter will be required to sign a copy of this Policy as a condition of being a telecommuter. These documents will be kept in the employee's Personnel file.

Kaweah Health may change the conditions under which the telecommuter is authorized to telecommute or it may cancel the privileges of telecommuting with or without cause and with or without notice.

## PROCEDURE:

The employee may request to be considered for telecommuting privileges and/or department leadership may request the employee to work remotely according to the needs of the department.

### General

1. Employees entering into a telecommuting agreement may be required to forfeit use of a designated onsite workstation in favor of a shared arrangement to maximize office space needs.
2. Telecommuters who request a change in telecommuting status to return to work onsite must provide a written notice to their manager before returning to work onsite in order to provide management time to arrange for a work station. Kaweah Health will consider the request and if agreed, will ensure a transition within a reasonable timeframe. Kaweah Health reserves the right to deny the request.
3. Telecommuter agrees to make or maintain dependent care arrangements to permit concentration on work assignments. The telecommuter understands

that working remotely is not a substitute for dependent care. The telecommuter may not provide primary care for a child, children, and/or elders during working hours. If children or elders are in the remote office during working hours, another responsible individual should be present to provide primary care. The focus of the arrangement must remain on the job performance and meeting business demands.

### Eligibility

The management team will determine which position/roles qualify for telecommuting. Telecommuters must be able to perform functions of their job in a remote setting.

1. The telecommuter must be proficient in all aspects of their assigned job functions. Department quality and productivity standards may be a condition of approval for telecommuting.
2. The telecommuter must have the ability to work independently with minimal assistance and/or supervision.
3. The telecommuter must demonstrate familiarity with computer operations and software and must be able to troubleshoot computer and technical issues and communicate effectively with the management team, ISS Helpdesk and other technical support personnel.
4. Remote opportunities may not be extended/offered to employees who are currently in disciplinary action or have low scores on a performance evaluation.
5. Department management will establish the manner and frequency of communication.

### Telecommuter Scheduled Workweek:

1. The telecommuter agrees that he or she will be accessible during their regularly scheduled hours while working from his or her home office or any other remote office. A non-exempt telecommuter must also take his or her required meal periods and rest breaks and must obtain pre-approval to work any overtime in accordance with Kaweah Health policy. Changes to the telecommuter's work schedule must be approved by department management.
2. Telecommuters may be scheduled a portion of their time to routinely work onsite at the discretion of management.
3. Telecommuters will continue to utilize Workday to clock in and out or other timekeeping protocol as per existing policies. Worked hours may be verified by examining the production reports as well as computer log-in and log-out times. Falsification of any records will be grounds for progressive discipline up to and including termination of employment.
4. Telecommuters will request management approval for time off by submitting an absence request in Workday and completing any other department specific time off request processes.

### Telecommuter Workplace:

1. The telecommuter is responsible for designating and maintaining a workplace

that is free from recognized hazards and that complies with all occupational safety and health standards, rules and regulations.

2. To ensure that safe work conditions exist, the telecommuter will allow representatives of Kaweah Health to have prompt access to and to inspect the telecommuter's designated workplace at any reasonable time on any regularly scheduled workday. The telecommuter is responsible for setting up and maintaining an ergonomically correct workstation. Employees requiring assistance in this regard should contact Human Resources.
3. The telecommuter agrees that he or she is responsible for any tax implications related to his or her home workspace.

#### Telecommuter Equipment:

1. Kaweah Health may provide the telecommuter with equipment to be used in his or her home office. The telecommuter agrees to use all equipment for its intended purpose, in accordance with the manufacturer's instructions and in a safe manner, and in accordance with the Kaweah Health Equipment Use Security Agreement, and Acceptable Use Policy (ISS.001).
2. Kaweah Health may install one or more telephone lines in the telecommuter's designated work space to be used by telecommuter for making and receiving business phone calls and for use with the computer and facsimile machine that may be provided by Kaweah Health. All phone lines installed in the telecommuter's home office by Kaweah Health shall be in the name of Kaweah Health, unless another arrangement has been made. The telecommuter shall have no right in, or title to, Kaweah Health phone lines.
3. Kaweah Health shall be responsible for the installation, repair and maintenance of all organization-owned telecommuting equipment, office equipment, and furniture. The telecommuter agrees to promptly notify Kaweah Health if any of the office equipment described above malfunctions or performs improperly or unsafely.
4. All office equipment, telecommuting equipment, furniture and any other items used in the performance of Kaweah Health business shall be located within the work space designated by the telecommuter and may be used only by authorized employees. Kaweah Health shall not be liable for any loss, damages, or wear of any equipment, furniture, or supplies owned by the telecommuter. The telecommuter is responsible for insuring their equipment under his or her homeowner's or renter's insurance policy.

#### Telecommuter Internet/Intranet Access:

1. Internet or Kaweah Health intranet access may be provided by Kaweah Health to the telecommuter for the benefit of Kaweah Health and its customers, vendors and suppliers. This access enables the telecommuter to connect to information and other resources within and outside Kaweah Health.

2. When accessing Kaweah Health's own intranet, the telecommuter agrees to do so only for business purposes. Accordingly, all such communications should be for professional, business reasons and should not be for personal use. Electronic mail may be used for non-confidential business contracts. Kaweah Health's intranet should not be used for personal gain or advancement of individual views. Solicitation of non-Kaweah Health business is strictly prohibited.
3. The Telecommuter will be given an Active Directory user name and password when granted access to Kaweah Health's intranet. The Human Resources and the Information Systems department will further be able to access all Kaweah Health computer equipment and electronic mail. All passwords issued will be kept confidential and are not to be used by any other person. Any employee found to knowingly allow their password to be used by anyone else, or who is found to be using another's password will be subject to disciplinary action up to and including termination of employment.

#### Equipment Ownership and Usage:

1. All telecommuting systems provided by Kaweah Health, including the equipment and the data stored in the system, are and remain at all times, whether located on Kaweah Health premises or even though located in the telecommuter's home or at another remote location, the property of Kaweah Health. As a result, all messages created, sent or retrieved over Kaweah Health's electronic mail system or via voicemail are the property of Kaweah Health, and should be considered public information. Kaweah Health reserves the right to retrieve and read any message composed, sent or received on Kaweah Health's computer equipment electronic mail system or voicemail system. The telecommuter should be aware that, even when a message is erased, it is still possible to recreate the message; therefore, ultimate privacy of messages cannot be ensured. Accordingly, the telecommuter expressly consents to electronic monitoring of these systems. Furthermore, all communication including text and images can be disclosed to law enforcement or other third parties without the prior consent of the sender or receiver.
2. Kaweah Health will provide access to all necessary programs, systems, and software necessary to perform job functions.

#### Telecommuter Confidentiality:

1. The telecommuter agrees that all trade secrets, confidential information, and business records that come into his or her possession, or that he or she prepares, are the property of Kaweah Health. During his/her employment with Kaweah Health the telecommuter agrees not to disclose, directly or indirectly, any of the trade secrets, confidential data, or business records of Kaweah Health to any other individual or entity, including the telecommuter's family, except as required in the course of his/her employment. In addition, the telecommuter agrees not to use, directly or indirectly, any of the trade secrets, confidential data, or business records of Kaweah Health for the

benefit of any other individual or entity, including the telecommuter's family, except as required in the course of his or her employment. In furtherance of these principles, telecommuter agrees to file all business records in a locked filing cabinet or otherwise take all other steps necessary to protect the confidentiality of information.

2. The telecommuter is responsible to protect any and all Patient Health Information from disclosure to anyone that does not have a business or clinical reason to have such information.
3. Only email via Kaweah Health email system shall be utilized for purposes of communicating patient information to and from the facility.

#### Telecommuter Liability for Injuries:

1. Kaweah Health and the telecommuter agree that any injury that occurs while the telecommuter is performing work on behalf of Kaweah Health from his/her home office shall be covered by Kaweah Health's Workers' Compensation insurance. The telecommuter agrees to promptly report any work-related injuries to his or her manager or Employee Health.
2. The telecommuter agrees that he or she will conduct all in-person business meeting at Kaweah Health's offices. The telecommuter further agrees not to invite third parties to visit his or her home office for the purpose of conducting Kaweah Health business.
3. The telecommuter shall hold harmless and otherwise indemnify Kaweah Health for any injuries that occur to third parties, including members of telecommuter's family, on the telecommuter's premises.

#### Telecommuter Harassment and Discrimination:

1. The telecommuter understands that any form of discrimination or harassment is strictly prohibited. The telecommuter further agrees to take all reasonable steps to prevent discrimination and harassment from occurring while conducting Kaweah Health business or while acting on behalf of Kaweah Health. The telecommuter also agrees that he or she will immediately report all instances of discrimination or harassment occurring at the telecommuter's workplace to Kaweah Health.

#### Workplace Violence:

The telecommuter agrees that he or she will immediately report all instances of violence, harassment, sexual or otherwise, occurring at the telecommuter's workplace to Kaweah Health.

#### Scheduled/Unscheduled System Downtime:

1. Equipment malfunction must be reported immediately to management, and if

applicable, the ISS Help Desk. The technician on duty will inform the telecommuter when systems are back and running.

2. Telecommuters may not be paid for equipment/system downtime. The telecommuter must be available to work onsite during an equipment failure expected to exceed two hours, unless other arrangements are approved by management. Other options may include a flex schedule to make up this time, or used Paid Time Off at the discretion of management.

#### Leave of Absence or Termination of Employment:

1. Upon extended leave of absence or termination of employment, the telecommuter agrees to return or have returned Kaweah Health-owned office equipment, furniture, business records, files and supplies.
2. The Information Systems Department will be notified immediately of the leave of absence or termination by Human Resources. The employee's access will be deactivated upon an extended leave of absence or date of termination.

#### Terms and Conditions of Participation Agreement

1. The department Chief and the Chief Human Resources Officer (CHRO) must review/approve before telecommuting begins.

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<b>Policy Number:</b> HR.80	<b>Date Created:</b> 06/01/2007
<b>Document Owner:</b> Kelsie Davis (Board Clerk/Executive Assistant to CEO)	<b>Date Approved:</b> 6/25/2025
<b>Approvers:</b> Board of Directors (Administration), Kelsie Davis (Board Clerk/Executive Assistant to CEO)	
<b>Docking Staff</b>	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

**POLICY:**

The fluctuating workload and census inherent in hospitals and health care may occasionally cause the need for a reduced workforce. When this situation occurs, non-exempt personnel may have their hours reduced in accordance with this policy. Exempt staff are not normally included in the docking rotation. Each department's management will be responsible for recommending and implementing sound staffing decisions in accordance with Kaweah Health's goals for effective resource management. Employees who report to work, are not provided any work, and are subsequently docked are guaranteed one (1) hour of pay.

**PROCEDURE:**

At times the workload or census may require that employees who are scheduled to work be docked. Docked time will be documented in the timekeeping system to allow appropriate application of hours.

Each department establishes a plan for docking that sets out the criteria by which decisions for docking are made, utilizing the prioritization noted below. When docking is indicated, the determination of which employees will be scheduled for docking will be made by the department leader or designee.

In certain units/departments when volumes are low, employees scheduled to work ~~will~~may be called with a new start time for their shift. Refusal to accept the change in the start time may count as an attendance occurrence. Employees may use the PTO Mandatory Dock or Mandatory Dock-No Pay, pay code for the hours missed in order to accrue PTO and EIB within policy limits.

- II. Mandatory dock time will be applied in the following order
  - A. Overtime shifts
  - B. Employees who volunteer to be docked
  - C. Per Diem

- D. Part-Time Staff
- E. Full-Time Staff

#### Docking Staff

Prior to mandatory docking employees, leaders may ask if any employee wishes to take time off rather than work the shift or remainder of the shift.

If no employee desires time off, then leaders will apply the mandatory dock time as it meets the functional needs of the department.

To ensure fairness, each department will rotate their employees through docking procedures as appropriate to their staffing needs.

#### Timekeeping

Timekeeping is noted as PTO Mandatory Dock or Mandatory Dock/No Pay.

Dock hours are applied to:

- A. Hours required to maintain employee benefits eligibility.
- B. Accruals earned each pay period,
- C. Qualified service hours used to compute what level Paid Time Off accrual is earned.

Department management who routinely dock employees will review staffing needs. Those who are actively recruiting to fill vacancies within their department will analyze the need for extra staff and, when not justified, will notify Human Resources if it is determined that a current vacancy should not be posted or if a full-time opening should be changed to part-time or per-diem.

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<b>Policy Number:</b> HR.70	<b>Date Created:</b> 06/01/2007
<b>Document Owner:</b> Kelsie Davis (Board Clerk/Executive Assistant to CEO)	<b>Date Approved:</b> 12/18/2024
<b>Approvers:</b> Board of Directors (Administration), Kelsie Davis (Board Clerk/Executive Assistant to CEO)	
<b>Meal Periods, Rest Breaks and Breastfeeding, and/or Lactation Accommodation</b>	

**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

**PURPOSE:**

It is important that Kaweah Health employees receive their meal periods and rest breaks. These assist staff in attending to personal matters as well as downtime. Kaweah Health will facilitate meal periods and rest breaks by relieving employees of duties for specified amounts of time. In addition, Kaweah Health will provide rest and recovery periods related to heat illness for occupations that may be affected by same (i.e. Maintenance employees who work outdoors). Kaweah Health supports new mothers who desire to express milk for their infants while at work. Kaweah Health will provide the use of a room, or other location to the nursing mothers work area for expressing milk.

**MEAL PERIOD POLICY AND PROCEDURE:**

For non-exempt employees working more than five hours per day, including 8-, 9-, or 10-hour shift employees, Kaweah Health will provide, and employees are expected to take a 30-minute duty-free meal period. The meal period will be scheduled to start within the first five hours of each shift, i.e. the meal period must start before the end of the fifth hour in the shift. An employee who works routinely six hours or less per day may voluntarily choose to waive the meal period in writing.

For non-exempt employees working more than ten hours per day, including 12-hour shift employees, Kaweah Health will provide, and employees are expected to take a second 30-minute duty-free meal period; this meal period must start before the end of the tenth hour of the shift. Employees working more than ten hours, but less than twelve hours may choose to waive, in writing, one of the two meal periods provided. If one of the two meal periods is waived, the single meal period will be scheduled approximately in the middle of the workday as practicable. An employee working more than 12 hours is authorized and expected to take a third 30-minute meal period.

Meal periods will be made available and provided by Kaweah Health Leaders; it is each employee's responsibility to ensure that they are taking appropriate meal periods as set forth in the policy. 30 minute uninterrupted meal periods are to be scheduled. On rare occasions, an employee may request to delay their meal period. If an employee voluntarily delays a meal period that is permitted. Kaweah Health retains the right to set work schedules, including meal periods and rest break schedules.

Meal periods will be unpaid only if the employee is relieved of all duty for at least 30

minutes and the employee is not interrupted during the meal period with work-related requests. Non-exempt employees may leave the organization premises during meal periods, but are to notify their supervisor if they do leave, and inform them when they return.

Employees who are not provided a 30-minute meal period of uninterrupted time in a timely manner as described are entitled to one hour of pay at their regular rate of pay (pay code MPRB1hour). An employee who is not provided with a meal period according to policy must complete a time adjustment sheet by the end of the current pay period and notify their leader. The leader will authorize payment of premium pay in the timekeeping system. Note that if the employee voluntarily delays their meal period, no additional pay of one hour will be paid.

In particular circumstances and based solely on the nature of the work, and with the approval of Human Resources, a revocable On-Duty Meal Period Agreement can be completed by the employee and Kaweah Health. This typically applies when there are few employees in a department or night shift is limited.

The beginning and end of each meal period must be accurately recorded on the time card or timekeeping system.

#### **MEAL PERIOD WAIVER**

Employee or Kaweah Health may revoke a signed "Meal Period Waiver" at any time providing at least one day's advance notice in writing to Human Resources and their manager. Otherwise the waiver will remain in effect until revoked.

#### **REST BREAK POLICY AND PROCEDURE:**

By way of this policy, non-exempt employees are also authorized, permitted, and expected to take a 10-minute rest break for every four hours of work or major fraction thereof. Employees must work at least 3.5 hours to be entitled to a rest break. Rest breaks should be taken in the middle of each 4-hour period in so far as it is practicable. These rest breaks are authorized by Kaweah Health; but it is each employee's responsibility to ensure that they are taking appropriate rest breaks.

Rest breaks are considered paid time, and employees do not clock out and clock in for taking such breaks. Leaving the organization premises is not permitted during a rest break.

If for some reason, an employee's rest break is not authorized or permitted, the employee will be entitled to one hour of pay at their regular rate of pay. An employee who is not authorized or permitted to take a rest break according to policy must complete a time adjustment sheet by the end of the current pay period and notify their leader. Only one premium payment per day will be paid for missing one or more rest breaks.

#### **ADDITIONAL INFORMATION:**

An employee may be entitled to no more than two hours of premium pay per day (one for a meal period that was not provided and one for one or more rest breaks that were not authorized or permitted). Employees are required to submit time adjustment sheets by the end of the current pay period for the missed or interrupted meal break or unauthorized rest break listing the reason or reasons for a missed or shortened meal period or a missed rest break.

Employees may not shorten the normal workday by not taking or combining breaks, nor may employees combine rest breaks and meal periods for an extended break or meal

period

Non-Exempt employees are entitled to rest breaks as follows:

- Less Than 3.5 Hours: An employee who works less than three-and-a-half is not entitled to a rest break.
- 3.5 Hours or More: An employee who works three-and-a-half hours or more is entitled to one ten-minute rest period.
- More than 6 Hours: An employee who works more than six hours is entitled to two ten- minute rest periods, for a total of 20 minutes of resting time during their shift.
- More than 10 Hours: An employee who works more than ten hours is entitled to three ten-minute rest periods, for a total of 30 minutes of resting time during their shift.
- An employee is entitled to another ten-minute rest period every time they pass another four-hour, or major fraction thereof, milestone.

How Many Meal Breaks Must be Taken:

- 5 Hours or Less: An employee who works five hours or less is not entitled to a meal break.
- More than 5 Hours: An employee who works more than five hours is entitled to one 30- minute meal break.
- More than 10 Hours: An employee who works more than ten hours is entitled to a second 30-minute meal break.

### **BREASTFEEDING AND/OR LACTATION ACCOMMODATION**

Kaweah Health is compliant with the Pregnant Workers Fairness Act (PWFA) requirements and the Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act). Kaweah Health will provide a reasonable amount of break time to allow an employee to express breast milk for that employee's infant child. The break time will run concurrently, if possible, with any rest break or meal period time already provided to the nursing mother. If it is not possible for the break time that is already provided to the employee, the break time shall be unpaid.

Kaweah Health will make reasonable efforts to provide the nursing mother with the use of a room or other location in close proximity to their work area for the nursing mother to express milk in private. If a refrigerator cannot be provided, Kaweah Health may provide another cooling device suitable for storing milk, such as a lunch cooler.

There are several designated lactation rooms that may be found throughout Kaweah Health. Their locations are the following:

- a) Mineral King Wing, 1<sup>st</sup> Floor MK lobby by Lab Station
- b) Mineral King Wing, 2<sup>nd</sup> Floor on the left heading to ICU
- c) Mineral King Wing, 3<sup>rd</sup> Floor on the left just past the stairwell
- d) Acequia Wing, Mother/Baby Department
- e) Support Services Building, 3<sup>rd</sup> Floor, (Computer available)
- f) South Campus, next to Urgent Care Lobby
- ~~g) Imaging Center/Breast Center Office (Computer available)~~
- g) Imaging Center, in the X-Ray Dressing room (135)

- h) Mental Health Hospital, Breakroom Suite
- i) Visalia Dialysis, Conference Room, (Computer available)
- j) Exeter Health Clinic, Family Practice Department, (Computer available)
- k) Woodlake Health Clinic, (Computer available)
- l) Dinuba Health Clinic, (Computer available)
- m) Lindsay Health Clinic, (Computer available)
- n) Rehabilitation Hospital, next to Outpatient Speech Therapy Office

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Policy Number: HR.148	Date Created: 06/01/2007
Document Owner: Kelsie Davis (Board Clerk/Executive Assistant to CEO)	Date Approved: <del>10/25/2023</del> <u>12/04/2025</u>
Approvers: Board of Directors (Administration)	
<b>Personal Leave of Absence &amp; Personal Protected Leave for Victims of Violence</b>	

**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

### **POLICY:**

To allow employees time off for personal reasons and time off not covered by legislative requirements.

Leaves not covered under legislative requirements may be considered to be personal leaves of absence and are subject to approval by the department head. Leaves may be approved for a period of up to one month, in the case of pending licensure, leave may be extended up to 12-weeks, based on the employee's length of service, performance, level of responsibility, reason for the request, and Kaweah Health's ability to obtain a satisfactory replacement during the time the employee will be away from work.

### **PROCEDURE:**

1. Employees requesting a personal leave of absence are required to complete a request for Leave of Absence form. Requests and approvals for a personal leave of absence must indicate the specific beginning and ending dates. This request will be given to the employee's department head for approval. The employee will be sent a pamphlet from the state Employment Development Department ("EDD") entitled "For your Benefit: California's Program for the Unemployed."
2. Employees have the option to use accrued Paid Time Off (PTO) during a personal Leave of Absence. This can be indicated on the personal leave form and will be coordinated with payroll.
3. Efforts will be made to hold the employee's position open for the period of the approved leave. However, due to business needs, there will be times when positions cannot be held open and it is not possible to guarantee reinstatement. If an employee's former position is unavailable when he/she is to return to work, the employee may apply for an open position for which he/she is qualified. If Kaweah Health does not have any positions available for which the employee is qualified, the employee will be terminated.

#### 4. Employee Benefits:

- a. An employee taking leave will continue to receive coverage under Kaweah Health's employee benefit plan for up to a maximum of four (4) months per 12-month rolling calendar year at the level and under the conditions of coverage as if the employee had continued in employment continuously for the duration of such leave. Kaweah Health will continue to make the same premium contribution as if the employee had continued working.
- b. Group medical, dental and vision insurance coverage will cease on the last day of the month in which an employee reaches four months of leave, unpaid premiums, cancellation, or employment ends. Continuation is allowed under COBRA regulations if applicable to the plan.
- ~~b.c.~~ Insurance premiums (health, vision, dental, life, etc.) are to be paid by the employee and Kaweah Health, under the same conditions as existed prior to the leave, for a maximum of four (4) months in a 12- month rolling calendar year.
- ~~c.d.~~ If on paid status (utilizing PTO), an employee may continue his/her normal premiums through payroll deduction. If on unpaid status, he/she is required to pay Kaweah Health his/her portion of the premiums monthly while on a leave of absence for a total of four months. After four months, employees will be offered COBRA Continuation Coverage for applicable benefits.
- ~~d.e.~~ An employee whose insurance is canceled due to nonpayment of premiums will ~~have to satisfy a new waiting period after returning to work and will be considered a "new employee" for insurance purposes~~ need to re-enroll in new benefit elections which are effective the first of the month following return from leave. The employee may have to provide proof of insurability to complete evidence of insurability for life insurance and disability plans.
- ~~e.f.~~ An employee may ~~opt to~~ cancel his/her insurance coverage(s) while on leave due to financial hardship within thirty (30) days of the end of his/her paid leave and will be re-enrolled upon return without a waiting period. Cancellation must be done in writing to the Human Resources Department. The employee ~~must~~ may opt to reinstate coverage within thirty (30) days of upon his/her return to work.
- ~~f.~~ Group medical, dental and vision insurance coverage will cease on the last day of the month in which an employee reaches four months of leave or employment ends except that continuation is allowed under COBRA regulations if applicable to the plan.
- g. If the employee fails to return to work at the expiration of the leave, he/she must repay any health insurance premiums paid by Kaweah

Health while on leave, unless failure to return to work is due to a continuation of his/her own serious health condition or other reasons beyond his/her control.

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## 5. Mandatory Requirements and Documentation:

The employee must complete all outstanding job requirements and documentation (licensure, CPR, ACLS, NRP, PALS, and TB testing, as applicable) prior to a return to work. Competency-related documentation must be completed within two weeks of the employee's return.

## 5.6. Benefit Accrual:

The employee will continue to accrue Paid Time Off (PTO) and EIB as long as he/she is being paid by Kaweah Health (receiving a paycheck).

## 6.7. Merit Review Date:

Human Resources will run the merit cycle for all employees at the same time yearly in October.

## Personal Protected Leave for Victims of Violence

Personal Protected Leave under this policy applies only when an employee is not eligible for leave under CFRA, FMLA, Paid Family leave or any other applicable paid or job-protected leave program. If the employee qualifies for these other leaves that applicable leave will take precedence.

Kaweah Health provided protected leave for employees if they are impacted by a "qualifying act of violence." A qualifying act of violence includes acts of domestic violence, sexual assault, and stalking, plus, any act, conduct, or pattern of conduct where an individual (1) causes bodily injury to another; (2) exhibits, draws, brandishes, or uses a firearm or dangerous weapon towards another; or (3) makes a reasonably perceived or actual threat to use force against another to cause injury.

This section reflects the requirements under AB 2337, AB 2992 and AB 2449 effective in 2025.

### 1. Eligibility

Employees will first be evaluated for eligibility under CFRA, FMLA, PSL, KIN Care or any other protected leave as this leave is intended to supplement not replace other legally mandated leave programs.

- a. Any employee may request this protected leave.
- b. Leave may be taken for the employee, their family member or designated person who is a victim of the qualifying violent incident. Leave will be granted for up to 10 days depending on the circumstances and the relationship unless protected under another applicable law.
- c. Employees can use accrued paid sick time or other accrued leave to take

time off. Employees may use vacation, paid leave, or other compensatory time available to them while taking crime victim leave for themselves or a family member

- i. If an employee has exhausted their accrued sick time, they may still be entitled to unpaid leave.
- ii. When an employee takes leave because a family member is a victim, employers may limit leave to five or 10 days, depending on the circumstances.
- iii. If the employee is a victim, they may be entitled to up to 12 weeks of unpaid leave. If the leave is unpaid, it will follow the same process as reviewed in procedures and benefits.

## 2. Permitted Reasons for Leave

Employees may take protective leave for any of the following:

- a. Obtaining medical care for physical or mental injuries, receiving counseling crisis support or victim advocate services.
- b. Meeting with law enforcement or participating in investigations
- c. Attending court proceedings hearings or seeking protective orders relocating or participating in safety planning
- d. Any other action necessary to ensure the employees or their family members are safe.

## 3. Notice and Documentation

Employees should provide advance notice when feasible. We understand this may not always be possible during emergencies or violent event.

If advance notice is not possible employees may provide any one of the following to verify the need for leave:

- a. A police report
- b. A court document or hearing notice.
- c. A letter or documentation from a medical provider, therapist, counselor, advocate, or victim service organization.
- d. A written statement signed by the employee affirming the need for leave.

## 4. Confidentiality

All information provided for this leave will be strictly confidential. Information may only be disclosed when: required by law; necessary to protect workplace safety; OR if the employee provides written consent.

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review



## Human Resources

Policy Number: HR.234	Date Created: 06/01/2007
Document Owner: Dianne Cox (Chief Human Resources Officer)	Date Approved: <del>6/25/2025</del> 10/2025 12/15/25
Approvers: Board of Directors (Administration)	
<b>Paid Time Off (PTO), Extended Illness Bank (EIB) and Healthy Workplace, Healthy Families Act of 2014</b>	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

### POLICY:

Paid Time Off (PTO), Extended Illness Bank (EIB) and Healthy Workplace, Healthy Families Workplace Act of 2014 – Paid Sick Leave (PSL) benefits are offered to all employees as defined in this policy. PTO is offered to full-time and part-time benefit eligible employees for leisure, celebration of holidays, short-term illness and other personal needs. EIB is offered to full-time and part-time benefit eligible employees for extended illness and Kin Care. Private Home Care staff, temporary staff/interims and Per Diem staff are not eligible for PTO or EIB but are eligible for Paid Sick Leave (PSL) as defined in this policy. Excessive occurrences of unapproved time off may result in disciplinary action. See Policy HR.184 Attendance and Punctuality.

This policy does not apply to Graduate Medical Education

### PROCEDURE:

#### Eligibility and Accrual for PTO and EIB

Full-time and part-time benefited employees are eligible to receive PTO and EIB as of the first pay period of eligibility (date of hire or transfer). If an eligible employee is changed to a non-eligible status, the PTO and EIB time accrual will cease. The employee will receive a lump-sum payment for all accrued PTO paid at 100% of their hourly rate of pay prior to the status change. During the non-eligible status, the employee will accrue PSL.

If a non-eligible employee is changed to an eligible status, the employee begins accruing PTO and EIB as of the first pay period in which the status change became effective; PSL accrual will cease. At no time will an employee accrue PTO and EIB as well as PSL. An employee accrues either PTO and EIB or PSL.

EIB accrual will be reinstated for employees who leave Kaweah Health and are rehired as follows:

- If left as non-benefited and rehired as a non-benefited, we will reinstate the ending available EIB balance into a reserve bucket. These hours are available for use.

- b. If terminated as a benefited and rehired as benefited, we will reinstate the ending EIB balance.
- c. If terminated as non-benefited and rehired as benefited, we will reinstate the ending available EIB balance from the reserved EIB balance (if any).
- d. If terminated as a benefited and rehired as non-benefited, we will reinstate the ending available EIB balance up to the 80-hour maximum, placing the excess EIB balance into a reserve bucket. These hours are not available for use.

The rate of PTO and EIB accrual received is based on years of service. Employees receive accruals on up to 80 eligible hours, per pay period. The bi-weekly pay period starts at 12 AM on a Sunday, and ends at 11:59 PM on the last Saturday of the pay period. Qualified service hours which count towards a year of service for the accrual rate include the following: regular hours worked (non-overtime), Flex Time Off, PTO FMLA, PTO unscheduled, PTO/PSL, PTO Sick/Pregnancy, PTO/Workers Compensation, Sitter Pay, Sleep Pay, PTO hours, bereavement hours, jury duty hours, training/workshop hours, orientation hours, and mandatory dock hours. Neither EIB nor PTO accruals will be earned while employees are being paid EIB hours.

All Other Employees					Directors					Chiefs				
Beg Years	End Years	PTO Max Hrly Accrual Rate (Up to 80 elig hrs)	Max Hours accrued per pay period	PTO Days per year	Beg Years	End Years	PTO Max Hrly Accrual Rate (Up to 80 elig hrs)	Max Hours accrued per pay period	PTO Days per year	Beg Years	End Years	PTO Max Hrly Accrual Rate (Up to 80 elig hrs)	Max Hours accrued per pay period	PTO Days per year
0.0	4.9	0.084625	6.77	22	0.0	4.9	0.103875	8.3	27	0.0	1.0	0.103875	8.3	27
5.0	9.9	0.103875	8.31	27	5.0	9.9	0.123000	9.8	32	1.1	4.0	0.123000	9.8	32
10.0	14.9	0.123000	9.84	32	10.0	14.9	0.142250	11.4	37	4.1	9.0	0.142250	11.4	37
15	19.9	0.126875	10.15	33	15	19.9	0.146125	11.7	38	9.1	13.5	0.146125	11.7	38
20	24.9	0.130750	10.46	34	20	24.9	0.150000	12.0	39	13.6	18.0	0.150000	12.0	39
25	26.9	0.134625	10.77	35	25	26.9	0.153875	12.3	40	18.1	22.5	0.153875	12.3	40
27	28.9	0.138500	11.08	36	27	28.9	0.157750	12.6	41	22.6	27.0	0.157750	12.6	41
29+		0.142375	11.39	37	29+		0.161625	12.9	42	27.1		0.161625	12.9	42

#### Eligibility and Accrual for PSL

PRN-PSL eligible employees include Per-Diem (PRN), Private Home Care, and Part-Time non-benefit eligible employees. PRN-PSL eligible employees will accrue at the rate of one hour per every 30 hours worked (.033333 per hour); accrual begins as of the first pay period.

To qualify for use of sick leave (PSL (PRN or PTO)), an employee must:

- Must be employed for 30-days;
- May use beginning at 90-days of employment;
- Will be paid to the extent of an employee's accrued hours only.

All Employees are limited to use up to 40 hours or five (5) days whichever is greater of accrued time in each calendar year. PRN-PSL will carry over to the following calendar year not to exceed 60 hours of accrual in any calendar year.

### Maximum Accruals

The maximum PTO accrual allowed for exempt and non-exempt staff is 445 hours. The maximum PTO accrual allowed for Directors and Chiefs is 505 hours. The accrual will cease once the maximum accrual is reached until PTO hours are used or cashed out. The maximum EIB accrual is 2000 hours; the maximum [PRN-PSL](#) accrual is 120 hours in a calendar year. No payment is made for accrued EIB or [PRN-PSL](#) time when employment with Kaweah Health ends for any reason.

### Requesting, Scheduling, and Access to PTO, EIB and PSL

Employees are required to use accrued PTO for time off for illness or unexpected absence occurrences.

Routine unpaid time off is not allowed. Any requests for unpaid time should be considered only on a case-by-case basis taking into consideration the need for additional staffing to replace the employee and other departmental impacts. It is the responsibility of management to monitor compliance. Employees should be aware that unpaid time off could potentially affect their eligibility for benefits.

Any planned request for PTO time, whether for traditional holiday, for vacation time or otherwise must be approved in advance by management. Management will consider the employee's request as well as the needs of the department. In unusual circumstances, management may need to change the PTO requests of employees based upon the business and operational needs of Kaweah Health. In such situations, Kaweah Health is not responsible for costs employees may incur as a result of a change in their scheduled PTO time.

### AB 1522 Healthy Workplace Healthy Families Act of 2014

An employee may utilize up to five (5) days or 40 hours, whichever is greater, of PTO or PSL in a calendar year (January-December). For example:

- For employees who work 12-hour shifts, the employee will be entitled to use up to 60 hours of paid sick leave (5 days x 12 hours).
- An employee who works 10-hour shifts will be entitled to use up to 50 hours (5 days x 10 hours).
- An employee who works 8-hour shifts will be entitled to use up to 40 hours (5 days x 8 hours).
- Alternatively, if an employee works only 6 hours a day and takes five days of paid sick leave, for a total of 30 hours, the employee will still have 10 hours remaining.

Employee may use PTO, ~~or PSL~~ or PRN PSL for the following purposes:

- a) Diagnosis, care, or treatment of an existing health condition, or preventative care for an employee or an employee's designated person, family member, as defined as employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and siblings.
- b) "Family Member" means any of the following:
  - i. A child, which for purposes of this policy means a biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; this definition of child is applicable regardless of age or dependency status.
  - ii. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
  - iii. Spouse
  - iv. Registered domestic partner
  - v. Grandparent
  - vi. Grandchild
  - vii. Sibling
  - viii. "Designated Person": AB 1041 expanded the definition of family member to include a "designated person" who does not have to be a family member.
- c) Designated Person means the following:
  - i. Under the California Family Rights Act (CFRA) and California Healthy Workplaces Health Families Act (HWHFA) an employee will be able to identify a designated person for whom they want to use leave when they request unpaid CFRA or paid HWHFA.
- ~~d) For an employee who is a victim of domestic violence, sexual assault or stalking, as specified.~~
- d) AS 2499 (2025) and AB 406 (October 1, 2025)
  - i. For employees who are victims of a qualifying act of violence or whose family member is a victim of such violence, including domestic, sexual assault, battery or any other violent offenses.
  - ii. Employees may use PSL or PTO for medical care, counseling, victim-advocacy services, relocation or safety planning related to a qualifying act of violence. This includes time needed to attend or prepare for court or law-enforcement proceedings, obtain protective orders or participate in the criminal justice process.

There is no cash out provision for the PSL accrual, including upon termination of employment or with a status change to a benefit eligible position. However, if an employee separates from Kaweah Health and is rehired within one year, previously accrued and unused PSL will be reinstated.

~~PSL and PTO time shall be utilized at a minimum of 1-hour increments and no more than the length of the employee's shift.~~ PTO and PSL time taken under this section is not subject to the Progressive Discipline Policy HR.216.

#### Time Off Due To Extended Illness

Employees who are absent due to illness for more than three (3) consecutive work days

**Commented [LP1]:** We do not enforce this requirement and we can not require they use more time than needed.

should notify their manager and contact the Human Resources Department to determine if they are eligible for a leave of absence. Accrued EIB can be utilized for an approved continuous leave of absence beyond three (3) days and if admitted to a hospital or have a medical procedure under anesthesia. However, in instances when an employee has been issued Disciplinary Action and directed to provide a doctor's note for all sick days, then an employee may need to submit a doctor's note. If applying for a continuous leave of absence, accrued PTO may be applied for the first twenty-four (24) hours at the employee's regular shift length, if leave is for your own medical condition.

Employees who are absent due to illness for more than seven (7) consecutive days should file a claim for California State Disability Insurance. Claim forms are available in Human Resources. State Disability payments will be supplemented with any accrued EIB time by the Payroll Department and PTO at the employee's request.

Employees who are absent due to a Worker's Compensation injury for less than 14 days, there is a three (3) day waiting period before TTD (Total Temporary Disability) will begin. The first three (3) days is paid using accrued EIB hours. If the employee is off work more than 14 days, TTD begins on day one (1).

Employees who are absent with an Intermittent Leave under FMLA/CFRA are required to use accrued PTO for their absences, at no less than one hour and no more than the regular length of the shift.

#### Time Off Due to [EIB](#) Kin [EIB](#) Care

Kin Care allows eligible employees to use up to one-half (1/2) of the Extended Illness Bank (EIB) that they accrue annually in a calendar year to take time off to care for a sick family member. Only employees who accrue EIB are eligible for [EIB](#) Kin Care. No more than one-half of an employee's EIB accrual in a calendar year period can be counted as Kin Care. An employee who has exhausted their EIB and then is absent to care for a sick family member cannot claim that absence under [EIB](#) Kin Care.

Kin Care can be used to care for a sick family member, to include a spouse or registered domestic partner, child of an employee, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child or a person standing in loco parentis, parents, parents-in-law, siblings, grandchildren and grandparents EIB time taken under this section to care for an immediate family member is not subject to the Progressive Discipline Policy HR.216.

## Holidays

Kaweah Health observes 72 holiday hours each year. Eligible employees may be scheduled a day off and will be paid provided adequate accrual exists within their PTO bank account for each observed holiday. Time off for the observance of holidays will always be in accordance Kaweah Health needs

1. New Year's Day (January 1st)
2. President's Day (Third Monday in February)
3. Memorial Day (Last Monday in May)
4. Independence Day (July 4th)
5. Labor Day (First Monday in September)
6. Thanksgiving Day (Fourth Thursday in November)
7. Day after Thanksgiving Day (Friday following Thanksgiving)
8. Christmas Day (December 25th)
- 7.9. Personal Day

Business departments and/or non-patient care areas will typically be closed in observance of the noted holidays. Where this is the case, employees assigned to and working in these departments will be scheduled for a day off on the day the department is closed. Employees affected by department closures for holidays should maintain an adequate number of hours within their PTO banks to ensure that time off is with pay.

In business departments and/or non-patient care areas, holidays, which fall on Saturday, will typically be observed on the Friday preceding the actual holiday and holidays, which fall on Sunday, will be observed on the Monday following the actual holiday.

Employees who work hours on some of these holidays may be eligible for holiday differential. For more information of eligibility, see policy HR.75 Differential Pay- Shift, Holiday, and Weekend.

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