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# Personnel Rules

For

## Chino Valley Independent Fire District



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## Table of Contents

<u>Section</u>	<u>Page</u>
<b>Rule 1: Overview .....</b>	<b>1</b>
1.1 Purpose .....	1
1.2 Scope .....	1
1.3 Applicability .....	1
1.4 Authority .....	1
<b>Rule 2: General Provisions.....</b>	<b>3</b>
2.1 Public Employment Responsibility .....	3
2.2 Equal Employment Opportunity .....	3
2.3 Drug and Alcohol Free Workplace .....	3
2.4 Employee Safety/Welfare.....	3
2.5 Confidential Information .....	4
2.6 Conflict of Interest.....	4
2.7 Outside Employment/Activity .....	4
2.8 Conduct .....	4
2.9 Gifts and Gratuities .....	4
2.10 Political Activity .....	4
2.11 Use of Public Property .....	5
2.12 Use of District Vehicles .....	5
2.13 Employee Responsibility.....	5
<b>Rule 3: Classification of Employees.....</b>	<b>7</b>
3.1 Classification Plan .....	7
3.2 Position Authorization .....	7
3.3 Classification Specifications.....	7
3.4 Classification Review .....	7
(A) <i>New Positions</i> .....	7
(B) <i>Reorganization Study</i> .....	7
(C) <i>Special Studies</i> .....	7
3.5 Classification Study Results.....	8
(A) <i>Upgrade</i> .....	8
(B) <i>Downgrade</i> .....	8
3.6 Technical Title Change .....	9
3.7 Classification Appeal.....	9
<b>Rule 4: Recruitment and Examination.....</b>	<b>11</b>
4.1 Purpose .....	11
4.2 Definition.....	11
4.3 Need.....	11
4.4 Content.....	11
4.5 Type .....	12
(A) <i>Open</i> .....	12
(B) <i>Internal/Promotional</i> .....	12
(C) <i>Qualifying</i> .....	12
(D) <i>Lateral</i> .....	12
4.6 Notice .....	12

<b><u>Section</u></b>	<b><u>Page</u></b>
4.7 Requirements .....	13
4.8 Citizenship and Residence.....	13
4.9 Filing of Applications .....	13
4.10 Application Review .....	13
4.11 Modification of Examination .....	14
4.12 Suspension or Waiver of Examination .....	14
4.13 Examination Scores .....	14
4.14 Correction and Review.....	14
4.15 Completion .....	14
<b>Rule 5: Eligibility Lists .....</b>	<b>15</b>
5.1 Definition ( <i>Modified 7/13/2011</i> ) .....	15
5.2 Removal of Names .....	15
5.3 Placement of Names.....	15
5.4 Selection Interview.....	16
5.5 Rejection of Applicants .....	16
<b>Rule 6: Appointments .....</b>	<b>17</b>
6.1 Definition.....	17
6.2 Types of Appointments .....	17
(A) <i>Regular</i> .....	17
(B) <i>Trainee</i> .....	17
(C) <i>Underfill</i> .....	17
(D) <i>Part-Time</i> .....	17
(E) <i>Provisional</i> .....	18
6.3 Oath of Allegiance .....	18
6.4 Physical Requirements .....	18
6.5 Fitness Examination.....	18
6.6 Legal Requirements.....	19
6.7 Salary .....	19
(A) <i>Upon Appointment</i> .....	19
(B) <i>Step Advancement</i> .....	19
6.8 Probationary Period .....	19
6.9 Provisional Status and Probationary Period .....	20
6.10 Requalification .....	20
(A) <i>Former or Voluntarily Demoted</i> .....	20
(B) <i>Disability Retiree</i> .....	20
<b>Rule 7: Work Performance .....</b>	<b>23</b>
7.1 Purpose .....	23
7.2 Standards .....	23
7.3 Duty of District .....	23
7.4 Employee Responsibility .....	23
7.5 Performance Evaluations .....	23
7.6 Use .....	24
7.7 Appeal .....	24
<b>Rule 8: Leave Provisions.....</b>	<b>25</b>
8.1 Sick Leave .....	25
(A) <i>Definition</i> .....	25

<b><u>Section</u></b>	<b><u>Page</u></b>
(B) Accumulation .....	25
(C) Compensation.....	25
(D) Administration.....	25
(E) Workers' Compensation .....	26
(F) Separation.....	26
(G) Conversion.....	26
8.2 Vacation Leave/Annual Leave .....	27
(A) Definition.....	27
(B) Accumulation .....	27
(C) Administration.....	27
8.3 Holiday Leave .....	27
8.4 Compulsory Leave.....	28
8.5 Military Leave.....	28
8.6 Political Leave.....	29
8.7 Special Leaves of Absence Without Pay.....	29
8.8 Jury Duty Leave .....	29
8.9 Examination Time .....	29
8.10 Witness Leave .....	29
8.11 Blood Donations .....	30
8.12 Benefit Date.....	30
8.13 Family, Medical and Pregnancy Disability Leave(s) .....	30
<b>Rule 9: Work Assignments, Promotions and Demotions .....</b>	<b>33</b>
9.1 Assignments .....	33
(A) Temporary Assignments.....	33
(B) Assignment to Vacant Higher Position .....	33
(C) Dual Appointments .....	34
9.2 Promotion .....	34
9.3 Demotion .....	34
9.4 Voluntary Demotion .....	34
9.5 Job Change .....	35
<b>Rule 10: Separations.....</b>	<b>37</b>
10.1 Automatic Resignation.....	37
10.2 Resignation.....	37
10.3 Reemployment.....	37
10.4 Layoff.....	38
(A) Definition.....	38
(B) Cause.....	38
(C) Policy.....	38
(D) Notification .....	38
(E) Order.....	38
(F) Procedure .....	39
(G) Reinstatement.....	39
(H) Exception to Order.....	40
(I) Qualification Requirement .....	40
<b>Rule 11: Disciplinary Actions.....</b>	<b>41</b>
11.1 Definition.....	41
11.2 Cause .....	41
11.3 Notice of Proposed Action.....	42

<b><u>Section</u></b>	<b><u>Page</u></b>
11.4	Limitations and Exception ..... 42
11.5	Order of Disciplinary Action..... 43
11.6	Appeal ..... 43
11.7	Appointment of Hearing Officer ..... 43
11.8	Timeframe for Hearing ..... 43
11.9	Parties ..... 44
11.10	Rights of Parties ..... 44
11.11	Purpose of Hearing ..... 44
11.12	District Counsel..... 44
11.13	Disciplinary Authority ..... 44
11.14	Witnesses ..... 44
11.15	Adjournment and Recess..... 45
11.16	Order of Proceedings..... 45
11.17	Recording of Hearing ..... 45
11.18	Exhibits and Witnesses ..... 45
11.19	Confidentiality ..... 45
11.20	Procedure and Evidence..... 45
11.21	Inspection of Sites ..... 46
11.22	Closing of Hearing ..... 46
11.23	Waiver of Rights ..... 46
11.24	Expenses..... 46
11.25	Written Deposition/Declarations ..... 46
<b>Rule 12: Grievance Procedure .....</b>	<b>47</b>
12.1	Purpose ..... 47
12.2	Applicability..... 47
12.3	Definition..... 47
12.4	Exclusions ..... 47
12.5	Consolidation of Grievances ..... 48
12.6	Representation ..... 48
12.7	Time Limitations..... 48
12.8	Procedure ..... 48
	(A) <i>Informal Grievance Disposition</i> ..... 48
	(B) <i>Formal Grievance Procedure</i> ..... 49

## **Rule 1: Overview**

### **1.1 Purpose**

These Rules are intended to facilitate an effective personnel system and establish systematic and uniform procedures for handling personnel matters, which ensure fair and equal treatment for employees and the public.

### **1.2 Scope**

These Rules do not preclude the development of operating policies and procedures or the development of personnel or administrative policies and procedures governing the implementation of these Rules. However, such policies and procedures will not conflict with these Rules.

### **1.3 Applicability**

These Rules apply to all employees of the Chino Valley Independent Fire District unless an exception is cited. In the case of contrary federal, state or local legislation, or contrary provisions found in a Memoranda of Understanding (MOU) between the District and a recognized employee organization, legislation and/or MOU provisions will prevail.

### **1.4 Authority**

The Board of Directors, as the elected governing body of the District, has the ultimate responsibility for these Rules and any amendments to the Rules must be approved by the Board of Directors. The Board of Directors reserve the right to amend these Rules.

The Fire Chief is responsible for administering these Rules, insuring that they are uniformly applied, and making recommendations to the Board of Directors regarding potential changes.

The Fire Chief is also the Appointing Authority, with responsibility for filling positions, issuing orders, assigning and transferring personnel. The Fire Chief may also delegate specific areas of authority to District Managers. District Managers, as referenced throughout these Rules, are identified by classification in Resolution No. 2005-04 and may be amended by subsequent Resolution of the Board of Directors.

District Managers are responsible for implementing and insuring compliance with these Rules within their area of responsibility.



## **Rule 2: General Provisions**

### **2.1 Public Employment Responsibility**

District employees hold their position for the benefit of the public, and will uphold the Constitution of the United States, the Constitution of the State of California, the Rules, regulations and policies of the District, and carry out impartially the laws of the nation, state, and local government. In their official duties, they will faithfully perform the duties of their positions, recognizing that the public interest is paramount. District employees must demonstrate the highest standards of morality and ethics consistent with the requirements of their position and with the law.

In the performance of their duties, all employees will support governmental objectives expressed by the electorate and interpreted by the Board of Directors acting as the governing body of the District. Employees will adhere to work rules and performance standards established for their positions. District employees are expected to demonstrate integrity, manifest dignity, be accurate in their statements and exercise sound judgment in the performance of their work. Employees will not exceed their authority or breach the law or ask others to do so. They will work in full cooperation with public officials and employees unless prohibited from so doing by law or by District Rules.

### **2.2 Equal Employment Opportunity**

The District is committed to a policy of equal employment opportunity for applicants and employees, and will appoint, employ, retain, promote, discipline, terminate and otherwise treat all employees and job applicants on the basis of merit, qualifications and competence in accordance with established standards for employment. No one will be favored or discriminated against because of family or social relationships, race, color, national origin, ancestry, gender, gender identity, religion, marital status, age, sexual orientation, physical or mental disability, medical condition, family care leave or pregnancy, political opinion or political affiliation, or membership in a recognized employee organization.

### **2.3 Drug and Alcohol Free Workplace**

The District is a drug and alcohol free workplace, and is committed to maintaining a workplace that is free from the effects of substance abuse where employees are able to perform their duties safely and efficiently. All District employees are subject to a comprehensive Drug & Alcohol policy which has been adopted by the Board of Directors. Drug & Alcohol policy provisions include identification of the District's expectations, provisions for reasonable suspicion testing, and consequences for policy violations. Failure to comply with the District's Drug & Alcohol policy is cause for discipline up to and including termination.

### **2.4 Employee Safety/Welfare**

Employees must exercise caution to avoid injury to themselves and others, and report to their supervisor any accident, sickness or injury occurring to themselves while on duty. Employees will also report any condition that may pose a threat to employee safety and welfare.



## **2.5 Confidential Information**

As appropriate, the Fire Chief or designee will make known to subordinates which information is regarded as confidential. Employees will not disclose confidential information except as authorized or required by law, and will not use confidential information for personal gain or benefit. All personnel records will be confidential except when disclosure is required by law, or specifically authorized in writing by the employee.

## **2.6 Conflict of Interest**

Employees will not engage in any business or transaction or have a financial or other personal interest or association whether direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial, interest includes an interest arising from blood or marriage relationships or close business, personal or political association.

Further, employees will not use the uniform, badge or name of the District for the purpose of personal gain while on or off duty, and will not lend their names as members of the District to any commercial or business enterprise.

This section does not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active District employment providing these acts do not constitute a conflict of interest as defined within these Rules or any other applicable provisions of federal, state or local law.

## **2.7 Outside Employment/Activity**

Employees will devote their time, attention and effort to the service and welfare of the District and will not engage in any business, occupation or activity that will impair the District's efficiency or bring criticism to the District. During the hours covered by active District employment, employees will not work for any other employer or agency and will not conduct or pursue any unauthorized activity for remuneration.

## **2.8 Conduct**

Whether on duty or off duty, employees will not conduct themselves in a manner, or be a party to any action, which would discredit the District, and will be courteous and respectful to their superiors, co-workers and the public.

## **2.9 Gifts and Gratuities**

Employees may not solicit or accept any gifts whether in the form of money, services, loans, travel, entertainment, hospitality, promise, or any other form that could reasonably be inferred as an intent to influence them in the performance of their duties, and/or reward them for any official action.

## **2.10 Political Activity**

Employee participation in the political process must not interfere with the orderly performance of District functions or violate federal, state or local law. Consequently, the following restrictions are applicable:

- (1) Employees will not engage in any political activity while in uniform, or while wearing official attire displaying the name and/or emblem of the District.
- (2) Employees will not use a District badge, insignia, business card or the name of the District to influence the vote of any person for or against any candidate for public office or legislation.
- (3) Employees will not use their influence or authority to confer, promise, or withhold any position, promotion, salary change or other personnel action for the purpose of influencing the political action of another.
- (4) Employees will not engage in political solicitation during working hours or on District property, and District buildings and/or property will not be used to post, solicit, or produce materials for political purposes.
- (5) Employees will not, directly, or indirectly solicit political contributions, knowingly, from other District officers or employees or from persons on a District Eligibility List unless such solicitation is targeted at a significant segment of the public which may include District officers or employees.

### **2.11 Use of Public Property**

Employees must properly care for and safeguard District property to avoid damage and/or loss of public property. Any damage to, or loss or recovery of, District property must be reported to an immediate supervisor at the time of damage, loss or recovery.

Employees may not use District-owned equipment, materials, or property for personal benefit, and may not loan, sell, give away or appropriate for their own use any public property.

### **2.12 Use of District Vehicles**

Employees are authorized to use District vehicles only for District purposes and must observe all applicable driving laws and safety precautions. Any employee operating a District vehicle must have a valid California driver's license, and may only transport District employees whose business or activities are necessary to the interests of the District. Approval for travel outside District boundaries will be handled in accordance with District policy.

### **2.13 Employee Responsibility**

Employees are responsible to be aware and knowledgeable of the Personnel Rules applicable to and contiguous with their employment. A copy of these Rules will be provided to each employee, and available at each District facility and in an electronic version in a commonly accessible location, constituting the full District responsibility of making employees aware of and accountable for these Rules.



## Rule 3: Classification of Employees

### 3.1 Classification Plan

There will be a classification plan in the District which will serve as an occupational inventory of all positions within the District based on the District's organizational needs and the duties and responsibilities of each position. Each classification will have an appropriate title.

### 3.2 Position Authorization

Positions are authorized by the Board of Directors either through the budget process, or by separate Board action.

### 3.3 Classification Specifications

Classification specifications will be written and maintained for each District classification. A classification specification is the official description of the position, and will include: job title, description of typical duties, responsibilities, requirements, qualifications and physical demands. Until a classification specification is written, the recruitment and examination announcement will serve as the written classification specification.

### 3.4 Classification Review

#### (A) *New Positions*

When a new Regular position is needed, the Human Resources Manager will investigate the proposed duties and responsibilities and develop a classification specification, which will be submitted to the Board of Directors for approval. A new position may be subject to a classification verification review by the Human Resources Manager within the first six (6) months after the position is filled. If any change is recommended, the Rules on upgrade and/or downgrade will apply.

#### (B) *Reorganization Study*

Whenever the District is reorganized, the affected classifications within the District will be reviewed by the Human Resources Manager and a determination made as to the need for classification investigation. Any substantive classification changes resulting from a reorganization must be approved by the Board of Directors. In any reorganization, Regular employees affected by a classification change will be placed in classifications with equivalent salary ranges, if such positions are available and the employee(s) meet the qualifications of comparable available positions.

Further, changes in classifications resulting from reorganization are subject to the Rules on upgrade, downgrade, and/or layoff.

#### (C) *Special Studies*

Special studies include exceptional situations such as gradual District restructuring of duties, unique recruitment needs or legal mandates requiring change.

- (1) **Request for Special Studies.** Requests for special classification studies may be made to the Human Resources Manager for review and determination as to whether a study is warranted or feasible. The results will be reported to the

Fire Chief. At the direction of the Fire Chief, the Human Resources Manager will conduct a special study.

- (2) **Recommendations of Special Studies.** After conducting a classification analysis of positions authorized for study, the Human Resources Manager will notify the Fire Chief of the recommended classification changes, if any. The recommended classification changes will become effective upon the approval of the Board of Directors.

### 3.5 Classification Study Results

#### (A) *Upgrade*

A change in the title of a position accompanied by an assignment of the position to a classification at a higher salary range constitutes an upgrade. All upgrades of Regular positions must be authorized and approved by the Board of Directors. Incumbents are not automatically promoted to the upgraded classification, but must compete through an examination and appointment process, unless the process is waived by the Human Resources Manager, under the following conditions:

- (1) The position upgrade has resulted from a District-wide classification study of numerous positions and retention of the incumbent in the upgraded position is recommended by the Fire Chief and approved by the Board of Directors.

-or-

- (2a) The upgrade has resulted from an incremental change in duties and the incumbent has successfully completed the probationary period in the position; has maintained above average or better performance evaluation ratings; meets the qualifications of the new classification; and, has demonstrated the ability to perform the higher level duties in the new classification;

-and-

- (2b) The Human Resources Manager finds that such waiver will not result in circumvention of the principles of competitive promotion.

In all other cases, upgraded positions are to be filled by examination in accordance with the Rules on Recruitment and Examination, and Appointments.

Employees with Regular status promoted to an upgraded position will be required to serve a probationary period in the new classification consistent with Rules governing probation.

Incumbents not appointed to the upgraded position or those who are appointed to the upgraded position, and are unsuccessful in performing the duties of the higher level position may be demoted or terminated in accordance with these Rules.

#### (B) *Downgrade*

A change in the title of the position accompanied by an assignment of the position to a classification with a lower salary range will constitute a downgrade. When an employee with Regular status occupies a position which has been downgraded, the employee will be entitled to fill any vacant position in the District with an equivalent classification to the one in which the employee has Regular status, subject to the Rule on layoff. An equivalent classification is defined as one having approximately the same salary range, but no higher, and requiring the same type and amount of experience, knowledge, skill, and education. An examination may be required by

the Human Resources Manager to determine the employee's ability to satisfactorily perform in the equivalent classification.

Employees appointed to an equivalent classification will retain the years of service credit they held in their classification at the time of the downgrade. If no vacancy is immediately available, the employee will be entitled to be considered for any vacancy that occurs within the District during the next twelve (12) months providing they are qualified.

The employee's salary will not be reduced because of the downgrading of the position unless it exceeds the top step of the downgraded classification. If the incumbent's salary exceeds the top step of the lower classification, the Fire Chief may authorize continuation of the incumbent's present salary rate. This will be termed a "Y-Rating," and will be considered when the incumbent has successfully completed the probationary period in the prior position; and, has maintained average or better performance evaluation ratings.

The employee whose salary rate is "Y-Rated" will not receive a salary increase until the salary range of the new classification exceeds the "Y-Rating".

Employees with probationary status when downgraded will be credited for time completed in this probationary period toward the probationary period for the downgraded position.

### **3.6 Technical Title Change**

A change in the title of a position without any change in salary range or substantial change in the relevant grade-determining duties or requirements will constitute a technical title change. Technical title changes require Board of Director approval.

### **3.7 Classification Appeal**

Appeals of recommended classification changes may be filed by incumbents in positions or by the exclusive recognized bargaining representatives. Appeals must be requested within ten (10) working days of notice of classification change in writing to the Fire Chief. In the case of represented employees, the designated representative and the Human Resources Manager will mutually agree on the selection of a third party neutral to conduct a hearing on the matter and share resulting costs. In the case of unrepresented employees, the Fire Chief will hear the matter. All appeals will be limited to discussion of the duties and responsibilities performed at the time the position was studied, and the burden of proof will rest with the appellant. The decision of the third party neutral will be in the form of a recommendation to the Fire Chief.



## **Rule 4: Recruitment and Examination**

### **4.1 Purpose**

The purposes of the recruitment and examination process are to:

- (1) Identify the most qualified persons for District employment and promotions;
- (2) Ensure that all recruitments and examinations are conducted based on merit, qualifications, and competence, and without regard to any individual's family or social relationships, race, color, national origin, ancestry, gender, gender identity, religion, marital status, age, sexual orientation, mental or physical disability, medical condition, family care leave or pregnancy, political opinion or political affiliation, or membership in a recognized employee organization;
- (3) Ensure that all recruitments and examinations are valid, impartial, and consistent with law.

### **4.2 Definition**

An examination is a reasonable and impartial method of systematically and fairly evaluating an applicant's ability to perform position requirements. An examination may consist of one (1) or more tests, which may include rating of applications and/or supplemental applications or resumes; physical and/or practical performance tests; written tests; interviews; audiovisual tests; or work performance or promotional potential evaluations. Examinations may include tests of ability, physical and psychological fitness, interests, knowledge, and skills, as applicable to the position to be filled.

### **4.3 Need**

All position vacancies will be filled by persons who have qualified by examination, except as otherwise provided by these Rules.

District Managers have the responsibility to notify the Human Resources Manager as soon as a position vacancy is anticipated and to request initiation of a recruitment and examination process.

Examinations may be held and appropriate Eligibility Lists established when deemed appropriate by the Human Resources Manager. An examination announcement need not reflect an immediately available position.

### **4.4 Content**

The Human Resources Manager or his/her designee has sole responsibility for examinations. The nature, content and extent of examinations for each recruitment and examination process will be developed in conjunction with appropriate District Manager(s) and will consider the following:

- (1) Analysis of job duties
- (2) Availability of applicants
- (3) Occupational standards
- (4) Professional testing principles
- (5) Effective past practice



Examinations will be conducted by the District, and be subject to continuous evaluation of job relatedness.

#### 4.5 Type

The type of examination will be determined by the Human Resources Manager consistent with the provisions of these Rules. The following are types of examinations which may be established separately or in combination:

**(A) Open**

All interested qualifying persons may participate in the recruitment and examination process.

**(B) Internal/Promotional**

Only District employees who have attained Regular status may participate in the recruitment and examination process. (Probationary or part-time employees who have worked for the District for at least 26 pay periods may also compete in an internal/promotional examination.)

**(C) Qualifying**

Any examination for an employee who is working in a trainee, underfill, part-time or provisional status used to qualify employees for appointment to a Regular position.

**(D) Lateral**

Open only to employees of other recognized public agencies who have successfully completed at least twelve (12) months of continuous, full-time service in a comparable classification, and received performance ratings of satisfactory or better.

#### 4.6 Notice

The Human Resources Manager will post a job announcement in the District Administrative Office. Announcements may also be distributed to other public locations, and advertisements may be placed in local or regional publications as appropriate. (If the examination is internal/promotional, public postings and advertisements will not take place.) The posted announcement will include:

- (1) Position Title
- (2) Statement of the duties and/or nature of work to be performed
- (3) Salary rate or range
- (4) Qualification standards
- (5) Special requirement(s) prior to appointment
- (6) Special conditions of employment
- (7) Type(s) of examination(s) that may be administered
- (8) Application closing date

Job announcements will be posted for at least one (1) week preceding the application closing date with the exception of internal/promotional announcements which will be posted for a minimum of 30 days. The posting period may be waived for part-time services when deemed necessary.

Notices of several examinations may be grouped together in a single notice.

#### **4.7 Requirements**

Minimum requirements for acceptance of an application and progression to the examination process for employment will be determined in accordance with legal requirements, classification specifications, and occupational standards, and will be based upon a competitive comparison of qualifying applications. Internal/promotional applications will be accepted in accordance with legal requirements, classification specifications, and occupational standards.

Applicants may be required to submit additional information about their job-related background, to submit evidence of their possession of licenses or certificates, or completed courses of study or training. Successful applicants may be required to pass additional examinations such as a background investigation, fingerprint screening, physical examination including drug screen, psychological examination, and polygraph examination. Candidates must also take an oath of allegiance prior to appointment.

#### **4.8 Citizenship and Residence**

Proof of citizenship or residency status is required of all applicants for positions prior to hire consistent with the Immigration Reform and Control Act of 1986, and any other applicable law or regulation. Unless otherwise required by law, there is no general residency requirement for employees. However, the Fire Chief may determine that the requirements of a particular job require an employee to reside within a reasonable response time of his/her place of employment as a condition of that employment.

#### **4.9 Filing of Applications**

All applications for employment or promotion must be filed on the District Application Form. All information required by the application must be provided and the applicant must certify to the truth of the information provided. Resumes or other supplemental information may be required or submitted, but will not be accepted in-lieu of a District Application unless specifically stated on the job announcement.

#### **4.10 Application Review**

All applications will be screened for eligibility for admission to an examination. Applicants, candidates or eligibles may be subject to disqualification based on the following grounds:

- (1) Ineligibility for examination under the provision of these Rules.
- (2) Application is incomplete, illegible, or received after the closing date as specified in the job announcement.
- (3) Fails to meet the requirements or qualifications for the position as published in the job announcement.
- (4) Fails to meet the legal requirements as set forth in federal or state law or regulation or ordinance.
- (5) Has made false statements of any material fact or has practiced deception or fraud in the application, examination or selection process.
- (6) Participation in activity or plan to overthrow the United States government or State by force or by violence, or disturbing the mission of a public agency.

- (7) Use or attempted use of political pressure or bribery to secure an advantage in the examination or appointment.
- (8) Current use of illegal drugs.
- (9) Conviction of a crime, either misdemeanor or felony, that relates to the position duties the applicant would perform.

#### **4.11 Modification of Examination**

The Human Resources Manager may modify the examination process as listed on the job announcement, by notifying eligible applicants in writing of any modification.

#### **4.12 Suspension or Waiver of Examination**

When a vacancy occurs or is anticipated in a position requiring exceptional qualifications, the Fire Chief may direct the Human Resources Manager to suspend or waive the examination process. Examinations may be suspended or waived if immediate temporary or interim appointment in the interest of safety or operations is necessary; exceptional qualifications for the position are required; or, the position can best be filled by the selection of some designated person of recognized proficiency.

#### **4.13 Examination Scores**

The examination may be composed of one or several tests which are scored independently or jointly with weights assigned to each test representing relative value, importance, or other technical considerations. Weights will contribute to the total examination score and be expressed in percentages. Applicants will be placed on Eligibility Lists based upon their total percentage score. The Human Resources Manager may specify the maximum number of eligibles to be qualified in the examination process or any part of the process.

#### **4.14 Correction and Review**

Prior to computing scores, examination items may be deleted by the Human Resources Manager on the basis of item analysis, administrative or clerical errors, incorrect keying, and valid objections of applicants if registered in writing within two (2) working days following the examination. The Human Resources Manager may remove questions or make alterations based on factual objections of applicants who question content. Any such deletions will be documented in the official recruitment and examination file.

#### **4.15 Completion**

An examination will be complete on the date the Human Resources Manager signs the Eligibility List, but not before the two (2) day correction and review period identified in **4.14 Correction and Review**. For Internal/Promotional examinations, the examination score will be made available to the candidates on the date the Eligibility List is prepared, however, the List will not be signed by the Human Resources Manager (and the examination considered complete) for three (3) working days following the date the scores are made available.

The recruitment and examination file will contain a complete record of the examination process, evaluation materials, and candidate scores.

## Rule 5: Eligibility Lists

### 5.1 Definition

An Eligibility List is an arrangement of applicants qualified as a result of the examination process. Except as otherwise provided in these Rules, all selection interviews will be conducted and appointments made from qualified applicants on an appropriate Eligibility List. Eligibility Lists will be valid for 180 calendar days; however, upon the recommendation of the Human Resources Manager, Eligibility Lists may be extended or reactivated for a period not to exceed one (1) year from the first date established.

In the case of Internal/Promotional recruitments for the positions of Engineer, Captain, and Battalion Chief, an Eligibility List may be valid for a period of up to two (2) years, from the date the list was certified.

### 5.2 Removal of Names

Upon appointment to the position, the appointee's name will be removed from the Eligibility List. Additionally, the Fire Chief or designee may remove names of any person who:

- (1) Refuses an appointment when offered.
- (2) Fails to appear for a selection interview.
- (3) Fails to answer an availability inquiry or keep the District informed of his/her address.
- (4) Demonstrates unsatisfactory work performance in a District position.
- (5) Separates from District employment, or is granted a leave of absence without the right to return to the job.
- (6) Requests that his or her name be removed.
- (7) Fails to meet minimum requirements, appropriate fitness standards, or has falsified the application.
- (8) Demonstrates loss of skill or ability, as required either before or after hire.
- (9) Fails to comply with conditions of employment as a District employee, including compliance with these Rules.

Any District employee whose name is removed from the Eligibility List will be notified in writing.

### 5.3 Placement of Names

In addition to names placed on lists through the examination process, the Human Resources Manager may place names on lists who meet the qualifications of the position, and fall into the following categories:

- (1) Persons on an active Eligibility List for a higher or parallel classification.
- (2) Persons who have been notified in writing that they will be involuntarily downgraded or separated, unless the downgrade or separation was a result of discipline.
- (3) Disability retirement returnees.
- (4) Persons who have been granted a leave of absence without right to return to their former position.

**5.4 Selection Interview**

The Fire Chief or designee will conduct a selection interview with at least the three (3) highest-ranking eligible candidates.

**5.5 Rejection of Applicants**

In the event the Fire Chief or designee finds candidates recommended for appointment unacceptable for a specific position he/she may call for a new examination. Internal/Promotional candidates remaining on an Eligibility List will be notified when a new examination is being called and provided an opportunity to discuss this decision.

## Rule 6: Appointments

### 6.1 Definition

An appointment may be made upon the successful completion of all aspects of the background and fitness evaluation process. The Conditional Offer of Employment will be made by the Fire Chief or designee only to a person eligible under these Rules for the type of appointment offered.

### 6.2 Types of Appointments

#### (A) *Regular*

Regular positions are authorized by the Board of Directors either through the budget process or by separate Board action, and are assigned a full-time schedule on a regular and consistent basis. A full-time schedule will be in the form of either a 40-hour administrative schedule or a fire suppression shift schedule. Appointments to vacant, Regular positions will be filled by appointment from an appropriate Eligibility List, except as otherwise provided in these Rules. A Regular appointment will not be complete until the applicant has successfully completed the probationary period, at which time the employee will attain Regular status.

#### (B) *Trainee*

Subject to the approval of the Human Resources Manager, appointments to Regular positions in a Trainee status may be made from an appropriate Eligibility List for a limited period of time during which the employee must qualify for the classification or be terminated. The Trainee will be required to qualify by one or more of the following:

- (1) Additional experience.
- (2) Additional schooling.
- (3) Possession of a required certificate or license.
- (4) Work performance.
- (5) Successful completion of an appropriate examination.

Appointments to Trainee positions must be made on a competitive basis. During the period of Trainee appointment, the Trainee will have probationary status. Appointment to the Regular classification is subject to a new probationary period.

#### (C) *Underfill*

Appointments to Regular positions may be made from an Eligibility List of a lower appropriate classification for either training or budgetary purposes. If such appointment is a Trainee Underfill, the procedural process will be that described in (B) *Trainee* above. If such appointment is a budgetary Underfill, the incumbent will remain at the lower level classification and not be assigned the higher level of duties.

#### (D) *Part-Time*

Appointments of persons from an appropriate Eligibility List to a position that is not Regular as defined in (A) *Regular* are considered part-time. Employees in part-time positions do not attain Regular status.

**(E) Provisional**

Unless otherwise provided by these Rules, appointment of a person not on an Eligibility List is provisional and may be made under any of the following conditions:

- (1) There is no valid Eligibility List for the classification.
- (2) The eligibility list contains three (3) or fewer names.
- (3) Persons on the list are not available for the position under the terms and conditions prescribed by the Human Resources Manager.

All candidates considered for a provisional appointment must meet the minimum requirements for the position or demonstrate the ability to reasonably attain the requirements. Provisional appointments will terminate not later than two (2) pay periods after establishment of an appropriate Eligibility List or twelve (12) months from the date of the original appointment. Provisional appointments will not be used to circumvent the principles of competitive examinations. At the end of the initial twelve (12) month period, provisional appointments may be renewed by the Human Resources Manager.

**6.3 Oath of Allegiance**

No appointment will be complete until the applicant has taken an oath of allegiance, or affirmation as required by and in accordance with the Constitution of the State of California and the California Government Code.

**6.4 Physical Requirements**

Job-related physical standards will be identified for each classification within the District in accordance with District requirements and the physical demands of the position.

**6.5 Fitness Examination**

Upon the provision of a Conditional Offer of Employment, eligible applicants will be required to take a pre-employment physical examination, which will include a drug screen, to determine their fitness to perform the duties of the position. Any applicant who fails to successfully complete this examination will be considered ineligible for appointment.

Physical examinations will be conducted by a physician designated by the District for this purpose, unless the Human Resources Manager authorizes an examination by another physician.

Eligible applicants may also be required to successfully complete a psychological evaluation conducted by a mental health professional designated by the District to determine psychological fitness to perform the duties of the position.

In-service physical and/or psychological examinations may be directed if, in the opinion of the Fire Chief, an employee appears to be incapable of performing job duties because of a physical or psychological impairment.

## 6.6 Legal Requirements

No one will be appointed to any District position who does not meet the legal requirements for the position. If a name has been placed on the Eligibility List in error, the name will be removed from the Eligibility List and the candidate notified.

## 6.7 Salary

### (A) *Upon Appointment*

New employees will be appointed at the entry step of the classification salary range unless an exception is authorized by the Fire Chief based upon the candidate's qualifications.

### (B) *Step Advancement*

Employees will be eligible for a salary step advancement upon the completion of the first 26 pay periods of employment and every 26 pay periods thereafter until he/she reaches the top step of the salary range for the appointed classification. Consideration for advancement to the next salary step will be based on work performance.

## 6.8 Probationary Period

The Probationary Period serves as an extension of the recruitment and examination process. During the probationary period, the supervisor and appropriate District Manager will review, examine and monitor the conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness of an employee to determine whether the employee is fully qualified for employment in the appointed classification and position.

The length of the probationary period is 26 pay periods. Probationary period progress reports will be made by the supervisor and reviewed by the appropriate District Manager on the appropriate form and may be made in increments of any sequence of 30 days of performance. Probationary period progress reports, however, are required on the following schedule:

- 3 months of employment
- 6 months of employment
- 11 months of employment

A District Manager may extend an employee's probationary period for up to 18 additional pay periods, with the approval of the Fire Chief. An extension of a probationary period must be made, and the employee notified in writing of the intent to extend the probationary period and the reason(s) for the extension, before the end of the initial 26 pay period probationary period.

If the work or conduct of a probationary employee is found to be below the standards acceptable to the Supervisor, the appropriate District Manager will make a recommendation to the Fire Chief to reject the employee from probation. The Fire Chief will make the final determination. A decision to reject an employee from probation concludes the individual's employment with the District, and is not subject to review or appeal, unless otherwise required by law.



A promoted employee who has attained Regular status in a previous classification of District employment, who does not successfully complete the probationary period in the promoted class, will be returned to the former classification or a comparable classification within the District, without right to appeal. The effected employee will be granted an opportunity to informally discuss the decision to reject his/her probation, however, there will be no right to a formal review, appeal or hearing process.

Part-time, trainee and provisional appointments are probationary throughout the term of employment.

## **6.9 Provisional Status and Probationary Period**

When an employee is newly appointed to a Regular position, after serving in the same position in a provisional status, the time spent in this provisional status may be credited toward completion of the probationary period under the following circumstances:

- (1) The employee was performing the same type of duties and was evaluated as meeting performance standards or above; and
- (2) The employee served in the provisional status for a minimum of 30 consecutive days; and
- (3) The Human Resources Manager and the Fire Chief approve the credit.

## **6.10 Requalification**

### **(A) Former or Voluntarily Demoted**

The eligibility of designated former or voluntarily demoted employees for appointment without examination will be termed Requalification. Requalification is a privilege and is based upon past successful work performance. Employees who resign or are voluntarily demoted after acquiring Regular status may be requalified for placement on an appropriate Eligibility List. The eligible period for requalification begins immediately after the date of resignation or voluntary demotion and ends three (3) years from that date. The period of eligibility after placement on a list will not exceed one (1) year from date of requalification. The Fire Chief may approve the request of a former or voluntarily demoted employee to be requalified based on previous District employment including, past performance evaluations, work attendance, and work experience.

### **(B) Disability Retiree**

An employee under the minimum age for voluntary retirement under the applicable California Public Employees Retirement System (CalPERS) Plan, who is separated from District service because of a disability retirement, may also be eligible for requalification. Eligibility is subject to a medical examination approved by the Board of Directors and/or CalPERS, which shows the former employee is physically and psychologically capable of performing in a position previously held, and whose disability retirement allowance is subject to cancellation by CalPERS pursuant to applicable provisions of the Government Code. There will be no time limitation for requalification eligibility of former employees deemed capable of performing the duties of the position he/she held at the time of disability retirement. Retired employees must request in writing to be considered for requalification under this condition, and must meet all of the existing qualifications for the position to be considered. Retired employees meeting these conditions and granted

requalification status will be notified by mail whenever a vacancy for a position which they qualify for occurs in the District. The retiree is required to respond in writing of his/her intent to pursue requalification within 30 days of receiving the notice of vacancy in order to be considered. Lack of a timely response or rejection of a notice of vacancy will result in termination of requalification status. Requalification status, and notification of vacancies will not exceed one (1) year.



## Rule 7: Work Performance

### 7.1 Purpose

The purpose of the Performance Evaluation is to maintain a systematic method of measuring, recording, validating, and improving the work effectiveness and development of District employees. Work performance evaluations are intended to be supportive as well as corrective, and to set goals for future performance.

### 7.2 Standards

District employment requires adherence to standards for both production and conduct. Production standards refer to work achievement required from an individual classification and conduct standards refer to acceptable behavior. Adherence to these standards is monitored and maintained concurrent with these Rules and any applicable federal, state, or local regulations, policies or generally accepted practices.

### 7.3 Duty of District

It is the duty of the District to evaluate the accomplishments, production and conduct of employees; to inform employees of their performance levels in writing; and, to assist employees in improving work effectiveness.

### 7.4 Employee Responsibility

It is the responsibility of the employee to meet and to strive to exceed the minimum standards established for work accomplishment, production and conduct; to strive to improve work effectiveness and efficiency; and, to perform at high competency levels.

### 7.5 Performance Evaluations

Performance evaluations will be maintained for all non-probationary employees. These evaluations will be made at least annually, or more frequently as needed, to maintain a record of an employee's work performance. The evaluation process will include the following elements:

- (1) A written record to be reviewed and acknowledged in writing by the employee. (No change will be made to the evaluation after review and written acknowledgement except for appeals which are upheld under **7.7 Appeal**.)
- (2) Evaluations will be signed by an evaluator, which should be the employee's immediate supervisor, and a reviewing official. In the case of employees reporting directly to the Fire Chief, the Fire Chief will serve as the evaluator and the reviewing official.
- (3) A discussion will be held between the evaluator and the employee being evaluated on the content of the performance evaluation.
- (4) A copy of the evaluation will be given to the employee.
- (5) A provision allowing an employee to submit a written response to any evaluation or statement made on the evaluation, which must be filed with the evaluator and forwarded to the reviewing official. Such response must be

acknowledged by the reviewing official and will become an official part of the evaluation.

## **7.6 Use**

Evaluations of work performance will be considered for all pertinent personnel actions and will be reviewed for training, goal setting, and other personnel management needs. Additionally, evaluations may be used for requalification of former employees and recertification of competency.

## **7.7 Appeal**

In addition to the right of an employee to file a written response to a Performance Evaluation, an employee who has Regular status in his/her current classification, may appeal the content of a Performance Evaluation with an overall rating that is below standard, in accordance with the following procedure:

- (1)** Within ten (10) working days from receiving a copy of the performance evaluation, an employee may file a written appeal to the reviewing official. The appeal must state the specific point(s) and justification of the disagreement with the evaluation.
- (2)** Within ten (10) working days after receiving the appeal, the reviewing official will provide a written decision to the employee, including the basis for the decision.
- (3)** If not satisfied with the decision, the employee may further appeal to the Fire Chief, so long as the appeal is filed within five (5) working days of the employee's receipt of the reviewing official's decision.
- (4)** Within ten (10) working days after receiving the appeal, the Fire Chief will provide a written decision to the employee including the basis for the decision. This decision will be considered final and conclude the administrative appeal process.

If the employee's appeal is upheld, a new performance evaluation will be completed within ten (10) working days. If the decision of the reviewing official or Fire Chief (depending upon the employee's pursuit of the appeal process) agrees with the performance evaluation as rendered, a copy of the appeal and the decision will be placed in the employee's Personnel File.

## Rule 8: Leave Provisions

The following sections apply to all District employees in Regular positions unless a specific provision is otherwise addressed in a Memorandum of Understanding between the District and a recognized employee organization.

### 8.1 Sick Leave

#### (A) *Definition*

Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment, or as otherwise defined by law.

In addition, a maximum of 50 hours earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate family, or any relative living with the employee.

A maximum of 96 hours earned sick leave per fiscal year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee, or as otherwise required by law.

Immediate family is defined as a spouse, child, grandchild, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, registered domestic partner and child of domestic partner, foster child, ward of the court, or any step relations as defined herein.

#### (B) *Accumulation*

Employees in Regular positions will accrue sick leave for each payroll period completed, prorated on the basis of 96 hours per year, or 3.69 hours per pay period. Earned sick leave will be available for use the first day following the payroll period in which it is earned.

#### (C) *Compensation*

Charges against accumulated sick leave will be in 15 minute increments. Approved sick leave with pay will be compensated at the employee's base rate of pay, except as otherwise provided in these Rules.

#### (D) *Administration*

(1) **Investigation.** It is the responsibility and duty of the Supervisor or designee to investigate sick leave requests and to allow sick leave with pay where the application is determined to be proper and fitting, pursuant to this policy and as required by law.

(2) **Notice.** The Supervisor or designee must be notified prior to or at the start of the employee's scheduled tour of duty of an absence due to a qualifying use of sick leave on the first day of absence. It is the responsibility of the employee to keep the Supervisor or designee informed as to continued

absence beyond the first day in the same manner as the first day of absence or by providing a physician's off-work order indicating the anticipated date of return. Failure to make such notification may result in denial of sick leave with pay, to the extent permitted by law.

- (3) **Proof.** For any paid sick leave used beyond the first 3 days of use in a 12-month period, a doctor's certificate will be provided by the employee when requested by the Supervisor.
- (4) **Review.** Except as otherwise provided in this policy, the Fire Chief may review and determine the justification of any request for sick leave with pay and may, in the interest of the District, require a medical report by a doctor to support future claims for sick leave with pay, to the extent permitted by law.
- (5) **Improper Use.** Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, misrepresentation, or violation of these Rules will result in denial of sick leave with pay and is grounds for disciplinary action up to and including termination to the extent permitted by law.

**(E) Workers' Compensation**

Employees placed off-work as a result of a Workers' Compensation injury or illness are required to comply with the notice requirements in **(D) (2) Administration - Notice**. In the event of such an absence, temporary and total disability payments and/or Labor Code 4850 benefits will be made depending upon the employee's classification, and in accordance with applicable Workers' Compensation legislation.

Employees not covered by Labor Code 4850 benefits will receive full salary in-lieu of Workers' Compensation benefits and paid sick leave for the first 40 hours following an occupational injury or illness, if authorized by an off-work order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement temporary disability compensation payments, provided the total amount does not exceed the regular salary of the employee.

**(F) Separation**

Unused sick leave will not be payable upon separation of the employee, except as provided in **(G) Conversion**. To the extent that an employee returns to the employment of the District within 12-months of separation and they had up to 6 days worth of paid sick leave accruals at the time of termination that was not paid out at the time of separation under this policy, such paid sick leave will be reinstated.

**(G) Conversion**

After ten (10) years of continuous District service in a Regular position and upon service retirement, death, or separation, an employee or the estate of a deceased employee, will be paid for 75% of unused sick leave balances at their then current base hourly rate taken as cash or directed to the District deferred compensation account for the employee. After 15 years of continuous District service 100% of unused sick leave will be paid in the same manner and for the same qualifying conditions.

Employees who receive a disability retirement due to permanent incapacity to work will be entitled to 100% cash payment of any unused sick leave balances, computed at their then current base hourly rate.

## 8.2 Vacation Leave/Annual Leave

### (A) *Definition*

Vacation and/or annual leave is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation/annual leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Fire Chief. For purposes of this section vacation leave will apply to Regular employees assigned to a 40-hour per week work schedule, and annual leave will apply to Regular employees assigned to a fire suppression shift schedule.

### (B) *Accumulation*

Employees in Regular positions will accrue vacation/annual leave, subject to a maximum allowable balance, based on classification and the number of completed pay periods as approved by the Board of Directors. Vacation/annual leave allowance will be available for use on the first day following the pay period in which it is earned, provided an employee has completed 13 pay periods (or its equivalent) of continuous service from the employee's benefit date.

### (C) *Administration*

Vacation/annual leave periods will be taken with the approval of the Supervisor at times that will not impair the work schedule or efficiency of the District, but with consideration given to the well-being of the employee. Employees will not lose earned vacation/annual leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take leave due to work urgency, the Fire Chief will approve a waiver of the maximum allowed unused balance for a period not to exceed 13 pay periods.

The minimum charge against accumulated vacation/annual leave will be 15 minutes or multiples thereof. Vacation/annual leave will be compensated at the employee's base rate of pay, except as otherwise provided.

When a fixed holiday falls within a vacation period, the holiday time will not be charged against an employee's earned vacation accrual.

Employees not planning to return to District employment at the expiration of a vacation/annual leave, will be compensated in a lump sum payment for accrued vacation/annual leave as of the last work day, and will not be carried on the payroll. Retiring employees may elect to use vacation/annual leave to enhance retirement benefits or be compensated in a lump sum payment for accrued leave. Employees separating from employment that are not covered by the above provisions will be compensated at their base rate of pay for accrued vacation/annual leave that they were entitled to use as of the date of separation.

## 8.3 Holiday Leave

All Regular employees, with the exception of employees assigned to a fire suppression shift schedule, are entitled to the following holidays:



New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving
Third Monday in February	Day before Christmas
Memorial Day	Christmas
Independence Day	½ Day New Year's Eve
Labor Day	One (1) Floating Holiday
Veteran's Day	

Employees must actually work a full shift the last scheduled work day before and the first scheduled work day after a fixed holiday to receive holiday pay, unless the employee is on approved leave. Any request for sick leave in conjunction with a holiday must be supported by a doctor's certificate, if requested by the Supervisor or Fire Chief.

The minimum charge against accumulated holiday leave will be 15 minute increments or multiples thereof. Holiday leave will be compensated at the employee's base rate of pay, except as otherwise provided in these Rules.

When a holiday falls within a vacation period, the holiday time will not be charged against an employee's earned vacation benefits.

A holiday that falls on Saturday, will be observed on the previous Friday. When the preceding Friday is also a holiday, the preceding Thursday will be observed as the holiday. A holiday that falls on Sunday will be observed on the following Monday. When the following Monday is also a holiday, Tuesday will be observed as the holiday.

Whenever a holiday falls on an employee's regularly scheduled day off the employee will accrue holiday hours at a rate consistent with their assigned work schedule. At the request of the employee, and with the approval of the Fire Chief, straight time payment can be made in-lieu of accrual provided such compensation is approved during the pay period in which the holiday occurred.

The maximum allowable holiday accrual will be 72 hours. Upon separation or termination, employees will be compensated for any unused accrued holiday time at their current base rate of pay.

#### **8.4 Compulsory Leave**

If, in the opinion of the Fire Chief and/or Human Resources Manager, an employee is unable to perform the duties of his/her position for physical or psychological reasons, an examination may be required by a physician or other competent, qualified authority designated by the Human Resources Manager. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the Fire Chief has the right to compel the employee to take sufficient leave of absence with or without pay; or transfer to another position without reduction in compensation; and/or follow a prescribed treatment regimen until medically or psychologically qualified to return to unrestricted duty.

#### **8.5 Military Leave**

Employee requests for leave from work to fulfill obligations resulting from membership in, and service to, a federal or state recognized military institution, will be administered in accordance with applicable federal and state law.

## 8.6 Political Leave

Any employee who is a declared candidate for public office will have the right to a leave of absence without pay for a reasonable period to campaign for the election. This leave is subject to the conditions governing special leaves of absence without pay within this section.

## 8.7 Special Leaves of Absence Without Pay

A special leave of absence without pay for a period not-to-exceed one (1) year, unless otherwise required by applicable law, may be granted to an employee who is:

- (1) Mentally or physically incapacitated to perform the duties of the position.
- (2) Desires to engage in a relevant course of study, which will enhance the employee's value to the District.
- (3) For any other reason considered appropriate by the Fire Chief.

Requests must be made in writing and require the approval of the Fire Chief. Upon request, the Fire Chief may grant successive leaves of absence for up to a total of one (1) year. Leave of absence without pay may be given to a Regular employee with or without right to return to classification. At the expiration of leave without right to return, the employee must contact the District to have his/her name referred for a 90 calendar day period to all job openings in their classification for reemployment without examination, such time to run concurrently with the 90 calendar day period provided in **10.3 Separations - Reemployment**. The employee must be appointed to a position within this 90 day period or be terminated. Leaves of absence with right to return may only be granted to employees who have obtained Regular status.

## 8.8 Jury Duty Leave

Employees with Regular status who are ordered to serve jury duty will be entitled to base pay for jury service hours of absence from work, provided the employee waives any payment for jury service other than mileage. Employees will be required to deliver a "Jury Duty Certification" form at the end of the required jury duty service to verify the service. Employees called for Grand Jury duty will be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in **8.7 Leave Provisions – Special Leaves of Absence Without Pay**.

## 8.9 Examination Time

Employees with Regular status at the time of application will be entitled to a reasonable amount of time off with pay for purpose of taking District promotional examinations or for District selection interviews. Employees are responsible for notifying and obtaining approval from their immediate Supervisor prior to taking such leave. Examination time will not be charged against any accumulated leave balances and will be compensated at the employee's base hourly rate.

## 8.10 Witness Leave

Employees with Regular status will be entitled to a leave of absence from work when subpoenaed to testify as a witness in a matter that has arisen out of the employee's scope of employment, providing the subpoena is properly issued by a court, agency, or

commission legally empowered to subpoena witnesses. This benefit will not apply in any case in which the subpoenaed employee is a party to the action. Witness leave will not be charged against any accumulated leave balances and will be compensated at the employee's base hourly rate. This benefit will only apply if the employee has demanded witness fees at the time of service of the subpoena, and these fees are turned over to the District.

### **8.11 Blood Donations**

Employees in Regular positions who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of his/her immediate Supervisor to make such a donation. This benefit will not be charged to any accumulated leave. Evidence of each donation must be presented to the Supervisor to receive this benefit.

### **8.12 Benefit Date**

For the purpose of step advancements, sick and vacation or annual leave accrual, the benefit date is defined as follows for each employee:

- (1) If the first working day of the pay period was worked, then the benefit date will be the first day of that pay period.
- (2) If the employee started any time after the first working day of the pay period, then the benefit date will be the first day of the following pay period.
- (3) The benefit date of an employee who is absent without pay may be adjusted accordingly.

### **8.13 Family, Medical and Pregnancy Disability Leave(s)**

Employees that experience life circumstances that qualify for leave provisions under the Federal Family and Medical Leave Act (FMLA), and/or the California Family Rights Act (CFRA) or qualify for pregnancy disability leave (PDL) will be afforded those leave rights in accordance with Federal and State law and these Rules. Whenever appropriate these leave provisions will run concurrently.

Under the federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA), employees with more than twelve (12) months of service, and who have worked at least 1,250 hours in the past twelve (12) months may have a right to FMLA and/or CFRA leave. If eligible for such leave, employees may be entitled to up to twelve (12) workweeks of unpaid, job protected leave in a twelve (12) month period for the birth, adoption, or foster care placement of his/her child; for the employee's own serious health condition or for that of his/her child, parent, registered domestic partner or spouse. (Registered domestic partners do not qualify for FMLA leave.) A combination of accrued sick and/or vacation/annual leave and unpaid leave may be utilized for time off for leaves qualifying under this provision.

Employees that are not eligible for FMLA and/or CFRA leave, may be entitled to take a PDL of up to four (4) months (depending on the period(s) of actual disability) if disabled by pregnancy, childbirth, or related medical conditions. Employees that are FMLA/CFRA eligible have certain rights to take both a PDL/FMLA leave and a CFRA leave in connection with the birth of a child. Both leaves contain a guarantee of reinstatement to

the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.

Whenever possible, employees must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for himself/herself or his/her family member). For unforeseeable events, employees must notify the District, at least verbally, upon knowledge of the need for the leave. Failure to comply with these notice requirements is grounds for and may result in deferral of the requested leave.

The District will require certification from the appropriate health care provider before allowing a qualifying leave pursuant to FMLA, CFRA and PDL leave rights. The District may also require second or third opinions (at its expense) and a fitness for duty report prior to an employee's return to work. When medically necessary, leave may be taken on an intermittent or reduced work schedule in accordance with applicable federal and state law.

CFRA leave following the birth, adoption, or foster care placement of a child, is subject to a basic minimum duration of two weeks, and must conclude within one year of the birth or adoption or foster care placement.

Where the FMLA and/or CFRA apply, the District will continue applicable group health plan coverage for up to a maximum of twelve (12) weeks in any twelve (12) month period under the same terms and conditions as applied prior to the leave of absence. (The twelve (12) month period will be measured forward from the first date leave is used.) Upon return from leave, most employees will be returned to his/her original or equivalent position compensation, applicable benefits, and other employment terms. While taking a family care or pregnancy disability leave may impact certain benefits and seniority or years of service credit, use of FMLA, CFRA, and/or PDL leave will not result in the loss of any employment benefit that accrued prior to the start of the leave.

Further detailed information on applicable family leave and/or pregnancy disability leave is available from the Human Resources Manager.



## Rule 9: Work Assignments, Promotions and Demotions

### 9.1 Assignments

#### (A) *Temporary Assignments*

Employees may be temporarily assigned higher or lower duties without a change in pay or job classification. In all cases where variations in assignments occur because of seasonal needs, the nature of the duties or the work schedule, these variations will be considered incidental to the position.

#### (B) *Assignment to Vacant Higher Position*

Employees directed to continuously perform duties in a vacant higher level Regular position, for which funds have been appropriated, will be entitled to a salary rate increase to the higher level for the time actually worked in excess of 160 hours, or in the case of shift personnel 10 shifts, unless specifically waived by the employee provided, however, that:

- (1) The Supervisor certifies in writing to the Human Resources Manager at the time of appointment that the employee meets the minimum qualifications for the higher level position and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position (without limitation as to difficulty or complexity of assignments or consequences of action) and the employee is required to meet standards for satisfactory performance normally required at the higher level position; and,
- (2) A written request for a salary rate increase to the higher level is directed to the Fire Chief for approval. The increase to the higher level will be determined as if the assignment had been a promotion.

It is the responsibility of the Supervisor to initiate such requests, and to provide a copy of the request to the employee. Written requests for an employee to serve in a vacant higher position, and any corresponding salary rate increase, must be approved by the Fire Chief prior to the initiation of the assignment. The duration of such assignments to vacant higher positions may not exceed one (1) calendar year.

Addition of duties of a higher level classification to any employee's Regular position will be governed by **Rule 3: Classification** or **9.1 (A) Work Assignments, Promotions and Demotions - Temporary Assignments** as appropriate.

Appointments to Regular positions in a Trainee or Underfill status are exempt from the provisions of this section. Further, this section does not apply to a situation in which there is no vacant higher level position for which funds have been appropriated.

For purposes of this section, a vacant position is defined as an authorized Regular position for which funds have been appropriated and which may be:

- (1) An unoccupied position due to attrition for which a recruitment process has been initiated;
- (2) A position from which the incumbent is on extended leave of absence; or

- (3) A new position authorized by the Board of Directors for which the recruitment process has been initiated.

**(C) Dual Appointments**

The appointment of two (2) full-time employees to the same budgeted Regular position may be authorized by the Fire Chief to facilitate training, to make assignment to a position which is vacant due to an extended leave of absence, or in an emergency. The most recently hired dual appointee will enjoy all the benefits of Regular employees except Regular status. The most recently hired employee will be clearly notified in writing by the Human Resources Manager of his/her benefits and status.

## **9.2 Promotion**

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee will receive the entrance rate of the new range or an approximate 5% increase to his/her base pay in the previous classification, whichever is greater; however, no employee will advance above the final step of the higher base salary range. At the discretion of the Fire Chief, an employee may be placed at any step within the higher base salary range, providing that step represents at least an approximate 5% increase. Promotions will be effective at the beginning of a pay period unless an exception is approved by the Human Resources Manager.

## **9.3 Demotion**

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons will be placed on the step within the base salary range as provided in the Order of Discipline.

An employee demoted for non-disciplinary reasons will be retained at the same salary rate, provided the salary rate does not exceed the final step of the demoted class. However, with the approval of the Fire Chief, such an employee may be placed on a "Y" step in accordance with the provisions of **3.5 (B) Classification Study Results - Downgrade**.

A promoted employee who is returned to former classification during the probationary period will be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit will be granted for time spent at the promoted level for the next step advance due date.

## **9.4 Voluntary Demotion**

A voluntary demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower and where the employee has voluntarily requested or agreed to such appointment. The Fire Chief may waive the probationary period for the demoted class if a determination is made that an employee's service in the higher classification qualifies the employee for performance in the demoted class.

Employees may submit written requests for voluntary demotions to the Fire Chief through the appropriate chain-of-command. The Fire Chief may approve the request if it is determined that there is evidence of the employee's ability to perform competently in the lower class, or if the employee has held Regular status in the requested classification.

#### **9.5 Job Change**

A Job Change is an appointment of an employee with Regular status from a position in one classification to a position in another like classification if there is evidence of the employee's ability to perform competently in the new position. All Job Changes require the approval of the Fire Chief. Such employee retains Regular status in the previous classification but may be required to serve a probationary period in the new classification.





## Rule 10: Separations

### 10.1 Automatic Resignation

An employee absent without approved leave for three (3) consecutive working days who fails to notify his/her immediate Supervisor, and to provide an acceptable reason for the absence to the Supervisor, will be considered to have automatically resigned as of the last day on which the employee worked. Employees affected by a documented catastrophic event, which renders him/her unable to make contact will not be penalized under this section providing it is determined he/she had no means of communication available.

The separated employee may obtain administrative review of the action by filing a request with the Human Resources Manager within five (5) working days of receipt of written Notice of Separation. Such request must be in writing and contain reasons why review should be given.

### 10.2 Resignation

A Regular employee wishing to leave in good standing will file a written resignation with the employee's immediate Supervisor. The employee will give at least two (2) weeks notice of intention to separate from service unless the Manager consents to the employee leaving sooner.

The filing of the written resignation with the Supervisor will be deemed official notice to and acceptance by the District, and may not be withdrawn by the employee without the consent of the Fire Chief. Resignations are not subject to review or appeal except when obtained from an employee with Regular status as a result of fraud, duress or coercion. An employee alleging that his or her resignation was obtained as a result of fraud, duress, or coercion may appeal the resignation to the Fire Chief. The employee will have the burden of proof to establish fraud, duress, or coercion by establishing a preponderance of evidence. A resignation may be set aside by the Fire Chief only if the employee meets the above established burden of proof. Separation from service solely because of retirement will be considered resignation.

### 10.3 Reemployment

An employee with Regular status who has separated from District employment and is subsequently rehired in the same classification in a Regular position within a 90 calendar day period, may receive restoration of salary step, vacation/annual leave accrual rate and sick leave balance (unless the employee has received payment for unused sick leave in accordance with **8.1 (G) Sick Leave - Conversion**), subject to the approval and conditions established by the Fire Chief. The employee will suffer loss of seniority and be required to serve a new probationary period, unless these requirements are waived in writing by the Fire Chief.

An employee with Regular status who has separated from District employment and who is subsequently rehired to a Regular position in the same job family within a 90 calendar day period, may receive restoration of vacation/annual leave accrual rate, and sick leave in the same manner described above. Such employees will also suffer loss of seniority

and be required to serve a new probationary period, unless these requirements are waived in writing by the Fire Chief.

#### 10.4 Layoff

**(A) Definition**

Layoff is the involuntary separation or reduction of a Regular employee to a position in a lower classification without fault of the employee. Layoff applies only to Regular positions.

**(B) Cause**

- (1) A function is to be discontinued, curtailed, mechanized, or operated by a different method.
- (2) Reorganization.
- (3) Budget reduction.
- (4) Termination or decrease in funds, and/or materials for projects or programs.
- (5) The mandatory reinstatement of an employee.
- (6) Any other reason determined necessary by the Board of Directors.

**(C) Policy**

Wherever reasonably possible, loss of employment for Regular District employees will be avoided by demotion or temporary work assignments. Laid-off employees will be placed on a two-year reinstatement list by order of seniority and will have first consideration for any vacancies in a classification for which their qualifications are deemed suitable by the Human Resources Manager. The list may be extended upon approval of the Fire Chief.

Established Eligibility Lists for classifications affected by the Layoff Procedure will be extended by the length of time the reinstatement list is in effect.

**(D) Notification**

Whenever a surplus of employees in Regular positions is anticipated, the Fire Chief will immediately notify the Human Resources Manager. The notification will include the anticipated number of positions, names of affected employees, and classifications of positions to be laid off. The Human Resources Manager will plan for and conduct an orderly layoff in accordance with the provisions of these Rules. Employees to be laid off will be entitled to 15 calendar days notification prior to layoff.

**(E) Order**

Layoffs among Regular employees will be made on the basis of seniority as established by the layoff procedure. Seniority is determined by the employee's current beginning date of continuous service in a Regular position with the District. The number of positions maintained in each classification is determined by the Board of Directors. Part-time employees performing service similar to classifications affected by the layoff will be terminated before any reduction in Regular positions.

Employees in volunteer or paid-call firefighting positions will not be affected by this section.

Employees assigned to vacant higher positions in accordance with **9.1 (B) Work Assignments, Promotions & Demotions – Assignment to Vacant Higher Position** will revert to their Regular classifications in the District to determine layoff rights.

**(F) Procedure**

Once the number of positions to remain by classification has been determined the procedure for layoff, will be as follows:

- (1) Priority lists will be established for retained positions in each classification. The lists will include the names of employees who, based on their seniority with the District, qualify to fill the retained positions.
- (2) Regular employees who previously held Regular status in a lower classification in the District will be eligible to request a reduction in class in-lieu of layoff (bumping). Any such employee electing to bump into the lower classification must have greater seniority than employees in this lower classification and meet all of the minimum requirements of the current classification specification for the lower classification. The employee being bumped will be separated or reduced in class according to the same criteria.
- (3) Bumping will begin with the highest classification in the District where employees are so entitled. If an employee is not authorized to bump down he/she will be laid off and placed on the reinstatement list.

**(G) Reinstatement**

The policy and procedure for reinstatement of employees, once a layoff has occurred, will be as follows:

- (1) Employees who are demoted or laid off as a result of the layoff procedure will have their names placed on the District reinstatement list, which will be valid for two (2) years from the date established. The names will be arranged in order of seniority held with the District. Ties in seniority will be broken by a determination of which employees had higher placement on the Eligibility List for the employee's original position with the District. If these records are unavailable or if comparisons are inappropriate, ties will be broken based on review of work performance evaluations.

Subsequently, when a Regular position in the District becomes permanently vacated or is added, all employees on the District reinstatement list who have held a position in that classification with the District will be offered the position based on their placement on the reinstatement list.

- (2) Laid off or demoted employees who are reinstated to their same position in the District in accordance with this policy will receive restoration of salary step, vacation/annual leave accrual rate and sick leave (unless the employee has received payment for unused sick leave in accordance with **8.1 (G) Sick Leave - Conversion**).
- (3) Laid off employees who are offered reinstatement with the District in a classification lower than they previously held will receive a salary step at least equivalent to the highest salary step held by a current employee in that classification, however, no employee will be reinstated at a salary step higher

than they held prior to layoff. Employees who decline assignment to a lower classification will not forfeit their right to remain on the reinstatement list.

Employees involuntarily demoted or bumped down as a result of the layoff procedure will receive salary and attendant benefits in accordance with the provisions of this section. Such demoted employees may be placed on an "Y" step in salary as approved by the Fire Chief to maintain salary equity within the system and/or prevent undue hardship or unfairness due to the application of this policy. If an employee is placed on an "Y" step, he/she will receive no further salary increase until the salary range of the position held exceeds the "Y" rate.

**(H) Exception to Order**

Whenever the Fire Chief believes that the best interest of the District requires the retention of employees with special qualifications, the Fire Chief may specify an exception to the order of layoff.

**(I) Qualification Requirement**

Employees who are demoted to a position not previously held with the District as a result of the layoff process will be required to meet the established qualifications of that class. In the event the employee does not meet these qualifications, he/she will serve a probationary period of up to 90 calendar days, as determined by the Human Resources Manager, during which he/she must qualify. Employees failing to meet qualifications after such probationary period may be subject to termination.

## Rule 11: Disciplinary Actions

### 11.1 Definition

All suspensions, demotions, reductions in salary step for a specified time period, and dismissals of persons with Regular status will be made in accordance with these Rules.

Probationary and part-time employees may be suspended, demoted, reduced in step, or dismissed without right to review or appeal unless otherwise required by law. (This does not apply to employees on probation as a result of promotion from a Regular status District position, however, an employee serving a promotional probationary period remains subject to the provisions of **6.7 Appointments – Probationary Period.**)

Written reprimands are not considered as disciplinary actions and may be issued by a Supervisor without right of appeal. The employee may write a letter of response and have it placed in his/her Personnel File.

### 11.2 Cause

An employee with Regular status may be demoted, suspended, reduced in salary step, or dismissed only for cause. The following are declared to be causes for such action, although charges may be based upon causes other than those listed herein:

- (1) Failure to meet reasonable work performance standards and requirements.
- (2) Discourteous treatment of the public or other employees.
- (3) Willful or negligent disobedience of any law, ordinance, District rule or regulation, or superior's lawful order.
- (4) Misappropriation or damage of public property or waste of public funds or property through negligent or willful misconduct.
- (5) Failure to exhibit good behavior either during or outside duty hours. Such behavior of a nature that causes discredit to the District.
- (6) Absence without approved leave.
- (7) Tardiness or absenteeism.
- (8) Deception or fraud in the securing of a job appointment or promotion, including falsification of the employment application.
- (9) Failure to supply full information as to character, reputation, medical history, or acts which, if known at the time of appointment might have resulted in a disqualification of the employee for the job to which appointment was made.
- (10) Falsification of a relevant official statement or document or record; making misleading statements or entries with intent to deceive; or, willful mutilation of District records.
- (11) Subject to applicable law, failure to pay court-recognized debts or make reasonable provisions for their payment.

- (12) Incapacity to perform job duties because of a mental or physical ailment or defect consistent with the retirement rights of the employee as set forth in the California Government Code.
- (13) Neglect of duties.
- (14) Possessing or using drugs or alcohol in District facilities, or being present at work under influence of same.
- (15) Improper withdrawal or limitation of service or any action which interferes with or is disruptive of the District mission or the public service.
- (16) Insubordination.
- (17) Any action inconsistent with these Rules or officially promulgated District rules and regulations.

### 11.3 Notice of Proposed Action

Prior to the issuance of a written order to either suspend, demote, reduce in step, or dismiss an employee with Regular status, written notice of at least ten (10) calendar days of the proposed disciplinary action will be given to the employee before such action is to be taken. The written notice must include:

- (1) Notice of proposed action;
- (2) Reasons for proposed action pursuant to **11.2 Disciplinary Actions - Cause**;
- (3) A copy of the charges stating specific incidents or specific courses of conduct and a copy of any written materials pertaining to those incidents or course of conduct; and
- (4) Notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must specify at least a ten (10) calendar day period within which to respond.

The notice of proposed disciplinary action must be in writing and be signed by the Fire Chief, or designee. Upon receipt of the employee's response, the Fire Chief or designee will review the response and determine the appropriate course of action. This may include imposing the same level of disciplinary action, modifying with less severe disciplinary action, or rescinding the notice of proposed action.

### 11.4 Limitations and Exception

Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action. Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees or to avert serious disruption of governmental business. Extraordinary circumstances include, but are not limited to situations involving: misappropriation of public funds or property; working while under the influence of alcohol or drugs; open insubordination; commission of a crime involving moral turpitude punishable by fine or imprisonment; or disruption of District business through willful misconduct.

### **11.5 Order of Disciplinary Action**

Any employee response under **11.3 Disciplinary Actions – Notice of Proposed Action** will be considered by the Fire Chief or designee and a determination made of appropriate action. The imposition of disciplinary action to suspend, demote, reduce in salary step, or dismiss is constituted by written order. The order contains the effective date of disciplinary action, the right of appeal, and specific charges upon which the disciplinary action is based. The effective date may be prior to the order, provided circumstances warranted such immediate action. The order will be signed by the Fire Chief or designee. Notice of the time allowed for appeal and answer will be stated in the order. A copy of the order will be personally served on the employee or sent by certified mail to the employee's last known address.

### **11.6 Appeal**

An employee with Regular status may appeal the Order of Disciplinary Action by requesting a formal hearing. The appeal must be in writing and received by the Fire Chief within five (5) administrative working days of the employee's receipt of the Order. The employee will have the right to a public hearing.

### **11.7 Appointment of Hearing Officer**

Within 15 calendar days of receiving the employee's written request for a formal hearing, the Human Resources Manager will appoint a qualified Hearing Officer who will hear the appeal and formulate a written decision.

The Human Resources Manager will establish and maintain a Hearing Officer list which will consist of five (5) names from the State Mediation and Conciliation Services list of arbitrators, and the list will be updated every two (2) years. Unless otherwise mutually agreed to in writing by the parties, this list will be utilized for the selection of a Hearing Officer as follows:

The Parties will alternately strike names from the list to determine who will hear the specific matter, with the employee or his/her representative going first, until there is one name remaining. If the final name is unable to hear the specific matter, the last name to be struck will be contacted and if available will hear the matter.

Notification of the Hearing Officer selection will be given to affected parties. The Hearing Officer will exercise all powers relating to the conduct of the hearing and may issue subpoenas and subpoenas duces tecum.

### **11.8 Timeframe for Hearing**

The date set for a hearing under this Rule will not be more than 30 calendar days after the appointment of the Hearing Officer unless agreed to in writing by both parties.

The parties may mutually agree upon the date, time and place of the hearing. If the parties are unable to agree, the Hearing Officer will decide and this decision will be binding. The hearing will be held during regular working hours and may be continued by the Hearing Officer. At least five (5) working days prior to the hearing, the Human Resources Manager will mail notice of the time and place of the hearing to the parties by registered mail. Notice to the employee's designated representative will constitute notice to the employee. Hearings will be closed unless the employee requests an open hearing.



The Hearing Officer may rule that a closed hearing be conducted because it is in the best interest of all concerned. Witnesses and parties to the hearing will be enjoined from discussing the hearing and its proceedings with any persons not a party to the hearing.

### **11.9 Parties**

The parties to the action are hereby defined as the employee and the Fire Chief. The employee, his/her representative (if any), and the Fire Chief or designated representative will attend the hearing. Failure of the employee to appear in person at the time and place set for the hearing will be deemed a withdrawal of the employee's appeal, unless otherwise excused by the Hearing Officer.

### **11.10 Rights of Parties**

Each party will have the right to:

- (1) Choose a representative to be present with the party at the hearing.
- (2) Have witnesses present and documents made available through a subpoena initiated by the Hearing Officer.
- (3) Question all witnesses.
- (4) Present pertinent evidence.
- (5) Argue its case.
- (6) Present written materials.

### **11.11 Purpose of Hearing**

The purpose of the hearing is to determine the accuracy and the sufficiency of the facts attendant to the employee's suspension, demotion, reduction in salary step, or dismissal in order for the Hearing Officer to formulate a decision either affirming, negating or modifying disciplinary action. The Fire Chief will have the burden of proof. The inquiry of the Hearing Officer will be confined to a consideration of the procedures and reasons upon which the disciplinary action was based and any pertinent information which established the truth or falsity of such evidence. It is not the role of the Hearing Officer to substitute his/her judgment for that of the Fire Chief or to evaluate the District and its operations except as it relates to the matter under consideration.

### **11.12 District Counsel**

If requested, it will be the duty of the District's legal counsel to assist and counsel the Fire Chief regarding disciplinary actions and to assist in preparing formal charges. At a hearing of disciplinary charges, District legal counsel may act as legal advisor to the Fire Chief or designee.

### **11.13 Disciplinary Authority**

The Hearing Officer may disqualify or otherwise discipline counsel, representatives, or any other party in attendance for disrupting the hearing or for being in contempt of the Hearing Officer.

### **11.14 Witnesses**

The Hearing Officer will have the power to excuse witnesses not under examination. The parties and their representatives will be permitted to remain in the hearing room at all times even though they may not be called upon to testify as witnesses.

**11.15 Adjournment and Recess**

The Hearing Officer may, for good cause, adjourn or recess the hearing upon request of a party or on his/her own initiative.

**11.16 Order of Proceedings**

The hearing will be opened by the recording of the place, time, and date of hearing, the presence of the parties, counsel, and representatives, if any. The Hearing Officer will require all witnesses to testify under oath of affirmation. The oath will read:

“Do you solemnly swear (or affirm) that the testimony you are about to give in this matter shall be the truth, the whole truth, and nothing but the truth, so help you God.”

The Fire Chief will first proceed with evidence of the disciplinary action which has been invoked.

**11.17 Recording of Hearing**

Either party may request the use of a tape recorder at the hearing provided the hearing is open or the appellant has agreed to such recording. The parties may request the presence of a Certified Shorthand Reporter, the cost of transcripts being borne by the requesting party.

**11.18 Exhibits and Witnesses**

Exhibits will be marked and numbered, and when offered by either party, may be received in evidence. The names and addresses of all witnesses and exhibits will be made part of the record.

**11.19 Confidentiality**

Charges against an employee filed with the Hearing Officer will not be public record or open to public inspection unless an open public hearing is ordered, or the employee authorizes disclosure in writing, or is otherwise required by law.

**11.20 Procedure and Evidence**

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Each party will have the following rights: to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues even though the matter was not covered on direct examination; to impeach any witnesses regardless of which party first called him/her to testify; and, to rebut the evidence against him/her. The employee may be called and examined as a witness by the Fire Chief. Any relevant evidence will be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence over objection in civil actions. The rules of privilege will be effective to the same extent that they are commonly recognized in civil actions. Irrelevant and unduly repetitious evidence will be excluded.

**11.21 Inspection of Sites**

The Hearing Officer may inspect sites in connection with the hearing. Notice of such an inspection must be given to the parties.

**11.22 Closing of Hearing**

The Hearing Officer will inquire if either party has anything further to offer. Upon receiving negative replies, the hearing will be closed. The Hearing Officer will forward to each party a Findings of Fact and written decision within 30 calendar days of the hearing. This decision will be considered final and binding on all parties and will be submitted to the Human Resources Manager, the employee and the employee representative.

**11.23 Waiver of Rights**

Either party who proceeds with the hearing knowing that any provision or requirement of these Rules has not been complied with, and who fails to object in writing or on the record prior to the close of the hearing, will be deemed to have waived the right to object.

**11.24 Expenses**

Any expenses of witnesses for either side will be paid by the party producing such witnesses. District employees will receive their regular compensation for the time they are absent from their jobs for the purpose of testifying for either party.

**11.25 Written Deposition/Declarations**

If any witness cannot be present at the time of the hearing, a written statement under penalty of perjury signed by the witness may be produced as evidence for the Hearing Officer's consideration.

## Rule 12: Grievance Procedure

### 12.1 Purpose

The Board of Directors recognizes the importance of a viable means of resolving disputes which may arise between District employees, supervisors, and management. This procedure is intended to establish a systematic means for processing a grievance and for obtaining answers and decisions regarding employee complaints. The initiation of a grievance in good faith by an employee will not cast any adverse reflection on the employee's standing with immediate supervisors or loyalty as a District employee.

### 12.2 Applicability

This procedure will apply to all unrepresented employees that are not otherwise covered by a grievance procedure that has been established through the meet and confer process and adopted by the Board of Directors through a Memorandum of Understanding.

### 12.3 Definition

A grievance is a complaint by an employee or group of employees concerning working conditions or arising out of the application or interpretation of existing District rules, regulations or policies.

### 12.4 Exclusions

Use of the grievance procedure is precluded where law or policy provide a more appropriate and/or speedy remedy, in addition to the following specific exclusions:

- (1) Work assignments are not covered by the Grievance Procedure unless the complaint arises out of an allegation that the employee was required to work out of classification for a period in excess of that provided in **9.1 (B) Work Assignments, Promotions and Demotions – Assignment to Higher Position** of the Personnel Rules, or is inequitable or retaliatory in nature.
- (2) Matters concerning employee wage and benefit negotiations are resolved either through the meet and confer process or referred to the Fire Chief for resolution.
- (3) Classification appeals resulting from completed District classification studies are processed in accordance with the appeals procedure established for those classification studies.
- (4) Disagreements or exceptions with respect to work performance evaluations.
- (5) Recommendations or considerations which may affect the safety of employees or the public will be directed immediately to the Training Officer through the appropriate chain-of-command.
- (6) Appeals involving suspensions, demotions, reduction in salary step, or dismissal are processed as set forth in **Rule 11: Disciplinary Actions**.
- (7) Matters in which a court, state, or federal agency is most appropriately involved for grievance redress.

- (8) Policy and ordinance questions including subjects involving the amendment
- (9) or change of resolutions, ordinance or minute orders.

### **12.5 Consolidation of Grievances**

In order to avoid the necessity of processing numerous similar grievances at one time for a group of employees with the same grievance, a single grievance will be filed. When this occurs all other grievances, if any, on the same subject or event will be held in abeyance and the grievance that has been filed first will be processed and serve as precedent.

### **12.6 Representation**

The aggrieved employee will have the right to be represented by anyone of his/her own choice. This representation may commence at any step in the grievance procedure. An employee may counsel with employee organizations or anyone of his/her choice to determine his/her rights; however, only one official representative of the employee can assist or represent the employee. No person hearing a grievance need recognize more than one representative for any employee at one time, unless he/she so desires. Representatives from the District, including legal counsel, may also be present.

### **12.7 Time Limitations**

Time limitations are established to settle a grievance quickly. Time limits may be modified only by written agreement of the parties. If at any step of this grievance procedure the grievant is dissatisfied with the decision rendered, it will be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed will terminate the grievance process and the matter will be considered resolved. The grievant will promptly proceed to the next step if a reviewing official does not respond within the time limits specified.

### **12.8 Procedure**

The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance. The grievance must be submitted within 21 calendar days after the employee is aware, or reasonably should have been aware, of the conditions precipitating the grievance.

#### **(A) Informal Grievance Disposition**

Initially, the employee having a grievance will personally discuss the complaint with the immediate Supervisor. Within four (4) calendar days of the discussion, the Supervisor will give the decision to the employee orally. If the Supervisor fails to reply within this period or issues a decision which is unsatisfactory to the employee, the employee will, within seven (7) calendar days of the decision, discuss the grievance with the appropriate District Manager. The District Manager will coordinate with the Human Resources Manager prior to issuing any response to the employee. Within four (4) calendar days of discussion of the grievance with the District Manager, the District Manager will give the decision to the employee orally. If the District Manager fails to reply within this period or issues a decision which is

unsatisfactory to the employee, the employee may proceed to the formal grievance procedure.

**(B) Formal Grievance Procedure**

**Step 1.** Within 14 calendar days after the District Manager's oral response, the employee or employee's representative will present the grievance in writing to the appropriate District Manager with a copy to the employee's immediate Supervisor. The grievance must be signed and stipulate names, times, places, the nature of the grievance, and the specific remedy sought. If the District Manager fails to respond in writing within four (4) calendar days, or if the District Manager issues a response that is unsatisfactory to the employee, the employee may proceed with the grievance to the next step.

**Step 2.** Within seven (7) calendar days after the District Manager's response, the employee may submit the grievance in writing to the Fire Chief. Within seven (7) calendar days after receipt of the grievance, the Fire Chief will call for a conference to allow for full discussion of the grievance with the parties involved and their representatives. Within 14 calendar days of the meeting, the Fire Chief will give a written decision. If the employee is not satisfied with the decision of the Fire Chief the employee may proceed to the next step.

**Step 3.** Within seven (7) calendar days after the Fire Chief's response, the employee will submit the grievance to the Human Resources Manager. The grievance will state that a resolution of the issue was unattainable through the informal and formal procedures through Step 2, and that a formal hearing is now requested. Within 15 calendar days of receiving the request for a hearing on the grievance, the Human Resources Manager will appoint a Hearing Officer in accordance with the procedures set out in **11.7 Disciplinary Actions – Appointment of Hearing Officer**.

The procedures for the Grievance Hearing will follow the provisions set out in **Rule 11: Disciplinary Actions – 11.7 through 11.25** with the following exceptions:

- (1) Prior to the hearing, the parties will meet and attempt to prepare a joint statement of the issue(s) to be heard by the Hearing Officer. If the parties are unable to agree on a joint statement, each will prepare a separate statement of the issue(s). The Hearing Officer will not decide any issue not within a statement of issue(s) submitted by the parties, and which has not been raised and considered at an earlier step of the grievance procedure.
- (2) The purpose of the hearing (**11.11 Disciplinary Actions – Purpose of Hearing**) pertains to the grievance rather than a disciplinary action, and the grievant has the burden of proof.
- (3) The order of proceedings (**11.16 Disciplinary Actions – Order of Proceedings**) also pertains to the grievance and the grievant(s) will be the first to appear before the Hearing Officer to present his/her individual grievance. If the grievant does not appear, the Hearing Officer will make a decision on the information available at the time of the hearing.
- (4) The cost for and expenses of the Hearing Officer will be borne equally by the parties.

