

# ***Memorandum of Understanding***

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**Chino Valley Independent Fire District**



***And***



**Chino Valley Professional Firefighters,**

**Local 3522**

**Effective: April 18, 2018 through June 30, 2021**

**Adopted: April 18, 2018**

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**Memorandum of Understanding  
Between  
Chino Valley Independent Fire District  
And  
Chino Valley Professional Firefighters, Local 3522  
Safety Unit**

This Memorandum of Understanding (MOU) is entered into pursuant to applicable provisions of State law and local ordinance between the Chino Valley Independent Fire District, hereinafter referred to as the District, and the Chino Valley Professional Firefighters, Local 3522, hereinafter referred to as CVPF, containing the complete results of negotiations concerning wages, hours and other terms and conditions of employment for employees represented herein. The parties hereto have met and conferred in good faith in order to reach this agreement.

**Article 1. Recognition**

Pursuant to the provisions of local ordinance and applicable State law, the Chino Valley Professional Firefighters, Local 3522 (hereinafter called CVPF), is hereby acknowledged as the exclusive recognized employee organization for District employees in the classifications listed in Attachment A, Salary Schedule, as well as employees in such classes as may be added to this listing hereafter by agreement of CVPF and the District.

**Article 2. District Management Rights**

All management rights shall remain vested exclusively with the District except those which are clearly and expressly limited or explicitly eliminated by this MOU. It is recognized merely by way of illustration that such management rights include, but are not limited to:

- (A) The right to determine the mission of the District, its advisory boards and commissions and work units.
- (B) The right of full and exclusive control of the management of the District; supervision of all operations; determination of the methods, means, and personnel required to perform any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (C) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (D) The right to change or introduce new or improved operations, methods, means, equipment or facilities.

(E) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time; to transfer, reassign, or lay off employees; to determine the content of job classifications; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and, to otherwise maintain orderly, effective, efficient operations.

### **Article 3. Employee Rights**

Employees shall have all the rights, which may be exercised in accordance with all current and future applicable Federal and State laws and regulations and the current provisions of the ordinances and resolutions of the Chino Valley Independent Fire District.

CVPF shall have the right upon request and prior to implementation, to meet and confer with Management any significant change in terms and/or conditions of employment, which results in a significant impact on employees, except in emergencies.

Emergencies or emergency conditions are defined as civil emergency conditions that may exist including, but not limited to, riots, civil disorders, earthquakes, floods, greater alarm fires, or other similar declared/recognized catastrophes.

### **Article 4. Work Disruption**

The parties agree that no work disruptions of any kind shall be caused or sanctioned by CVPF during the term of this MOU. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operations of the District, strike, curtailment of work, disruption or interference with the operations of the District, or any other form of concerted work activity. CVPF shall discourage any such work disruptions and shall make positive efforts to return employees to their jobs.

The participation of any employee in a concerted work action against the District shall be grounds for appropriate disciplinary action, up to and including termination. The parties agree that no lockout of employees shall be instituted by the District during the term of this MOU, unless conditions herein are violated.

### **Article 5. Salary and Longevity Pay**

The parties jointly agree that the salary schedules identified in Attachment A will be applicable on the dates indicated for the appropriate classification for the period commencing upon ratification through June 30, 2021.

Effective retroactive to the beginning of the pay period inclusive of the contract ratification date, employees shall receive a one percent (1%) salary increase.

Effective the first pay period of July 2018, employees shall receive a three percent (3%) salary increase.

Effective the first pay period of July 2019, employees shall receive a two percent (2%) salary increase.

Effective the first pay period of July 2020, employees shall receive a two percent (2%) salary increase.

Employee salaries shall be determined by Article 17 and other provisions of this agreement, and the Personnel Rules.

Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this agreement.

Employees shall receive an increase in base pay beginning on their employment anniversary date(s) as stated in the schedule below. (If there has been a break in service in accordance with the Personnel Rules, the adjusted seniority date will be used).

<b>Anniversary Date/Years of Service</b>	<b>Base Pay Increase</b>
10 Years	2.5%
15 Years	2.5%
20 Years	2.5%
25 Years	2.5%

## **Article 6. Special Pay**

Special Pay types within this Article will be paid based upon the identified qualifications and, when specified, must be designated by the Fire Chief or designee. Failure to maintain the qualifications will result in removal of the Special Pay retroactive to the date of disqualification.

If an employee believes he/she is eligible to receive special pay, the employee must immediately file a written request for the special pay. If approved, the employee shall only be eligible to receive special pay for the eligible time after the Fire Chief's or designee's approval.

### **Section 1. Education**

Education pay shall be provided at the hourly equivalent of one hundred dollars (\$100) per month (\$0.41 per hour) for unit employees possessing an Associate's degree in a job related field; or the hourly equivalent of two hundred dollars (\$200) per month (\$0.82 per hour) for unit employees possessing a Bachelor's degree in a job related field.

Education pay will be provided up to a maximum of the hourly equivalent of two hundred dollars (\$200) per month (\$0.82 per hour).

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Incentive Pay.



**Section 2. Shift Investigator**

Unit employees who are designated by the Fire Chief or designee as Shift Investigators and who have successfully completed all facets of the District Shift Investigator program shall receive the hourly equivalent of \$150 per month (\$0.62 per hour). Such compensation shall be paid regardless of total time spent in response. Attendance at four (4) of the bi-monthly shift investigator meetings is required for continued qualification for this special assignment and the corresponding special pay. The Deputy Chief may authorize substitutions of up to two (2) of the four (4) trainings. Attendance will be monitored on a calendar year basis.

In accordance with District Policy, there shall be one (1) Shift Investigator, at a minimum, to be assigned to each shift. This may impact the annual bid assignments.

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Fire Investigator Premium.

**Section 3. Urban Search and Rescue (USAR)**

Unit employees who are designated by the Fire Chief or designee as active members of the District's USAR Team shall receive the hourly equivalent of \$150 per month (\$0.62 per hour). Such compensation shall be paid regardless of total time spent in response. Attendance at four (4) of the bi-monthly training events provided by the District is required for continued qualification for this special assignment and the corresponding special pay. The Deputy Chief may authorize substitutions of up to two (2) of the four (4) trainings. Attendance will be monitored on a calendar year basis.

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Heavy/Special Equipment Operator.

**Section 4. Paramedic**

A unit employee who possesses an active paramedic certification and who meets all legal requirements established by the State and local EMS Authority to perform paramedic duties shall receive the hourly equivalent of \$150 per month (\$0.62 per hour). This benefit applies only to those unit employees who are classified other than as Firefighter/Paramedic and have agreed to periodic assignment on an occasional, relief basis as requested by management.

An employee who is appointed or promoted to the classification of Firefighter/Paramedic must be licensed by the State of California, and accredited by the Inland Counties Emergency Medical Authority (ICEMA) as a paramedic, as a condition of employment. Failure to maintain such certification shall result in termination from the District, unless the employee is eligible and approved for placement in another available classification within the District.

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Paramedic Pay.

**Section 5. Emergency Medical Technician**

Unit employees who have successfully completed all facets of the EMT or Paramedic certification requirements shall receive the hourly equivalent of \$150 per month (\$0.62 per hour) upon receipt of the certification and during such time as the certification is maintained. Compensation will be paid on the next regular pay day after such certification is confirmed and the compensation adjustment can be processed. Paramedics shall also receive EMT certification pay.

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Emergency Medical Technician Pay.

**Section 6. Hazardous Materials**

Unit employees who are designated by the Fire Chief or designee as active members of a Hazardous Materials Team shall receive the hourly equivalent of \$150 per month (\$0.62 per hour). Such compensation shall be paid regardless of total time spent in response.

Members assigned to the Hazardous Materials Unit through the bid process, will receive an additional hourly equivalent of \$100 per month (\$0.41 per hour) for this dedicated assignment. The bid to this Unit will be open only to Hazardous Materials Team members and a minimum staffing level of two (2) Hazardous Materials Team members will be required at all times.

Team composition shall consist of a minimum of 24 members with the intent of maintaining at least the following rank breakdown: six (6) Captains; six (6) Engineers; and six (6) Firefighter/Paramedics.

To be eligible for the Hazardous Materials Team and corresponding special pay, team members shall:

- (A) Successful completion of the mandatory Annual Medical Surveillance Examination is required for participation in this Unit.
- (B) Possess a State Hazardous Materials Specialist certification, and
- (C) Be a member in a good standing of the West End HazMat Team, and
- (D) Attend at least four (4) of the bi-monthly training events provided by the District and/or West End HazMat Team. The Battalion Chief, with oversight of the Hazardous Materials program, may authorize substitutions of up to two (2) of the four (4) trainings. Attendance will be monitored on a calendar year basis.

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Hazard Premium.

**Section 7. Working in Different Classifications**

- (A) Engineer Acting Captain Certification – Unit employees who are non-probationary Engineers, have successfully completed the State Company or

Fire Officer Certification, and are designated by the Fire Chief or designee as an Acting Captain, shall be entitled to a differential of the hourly equivalent of \$150 per month (\$0.62 per hour). Such compensation shall be paid regardless of total time spent in response.

- (B) Firefighter Endorsement/Driving Firefighter** – The provisions of this benefit apply only to those unit employees who are classified other than as an Engineer and have agreed to periodic assignment as requested by management. The provisions are as follows:

A unit employee who possesses a valid Class A, B, or C California driver's license with a Firefighter Endorsement issued by the Department of Motor Vehicles and has completed Tiller Certification and the Apparatus Transportation requirements as outlined in the Driving Firefighter Task Book (Part I) shall receive the hourly equivalent of \$50 per month (\$0.21 per hour).

Firefighter/Paramedics hired on or after January 1, 2014, must receive the above certification within thirty-six (36) months of employment. Otherwise, the employee will not be eligible to receive any merit salary adjustments above Step C. This provision does not apply to employees hired prior to January 1, 2014. Refer to Article 17. Salary Rates and Step Advancements for subsequent step advancements.

A unit employee who possesses a valid Class A, B or C California driver's license with a Firefighter Endorsement issued by the Department of Motor Vehicles, and has completed the elements required to qualify as a Driving Firefighter (Part II) , shall receive an additional hourly equivalent of \$50 per month (\$0.21 per hour). Further, if a new Water Tender is added to the fleet, unit employees will be allowed a 90-day grace period within which to become certified on the new equipment.

Certified Driver - A unit employee who possesses a valid Class A, B or C California driver's license with a Firefighter Endorsement issued by the Department of Motor Vehicles, and is designated as a Certified Driver, shall receive an additional hourly equivalent of \$50 per month (\$0.21 per hour).

Total compensation under Firefighter Endorsement/Driving Firefighter and Certified Driver sections shall not exceed the hourly equivalent of \$150 per month (\$0.62 per hour).

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Incentive Pay.

- (C)** Regardless of qualification or appointment, unit employees may not elect to receive differentials from both 7(A) and 7(B) of Article 6. Special Pay.
- (D)** Overtime pay for working up and working down shall be paid at the rate of pay that applies to the employee's regular classification.

- (E) The Fire District Task Force will meet with District representatives to review and update the current Task Book process associated with this section.

**Article 7. Staff Assignment – 40 Hour**

**Section 1. Compensation**

- (A) Personnel assigned to a 40-hour staff assignment that is permanent through a bid process will receive a 12% increase in their base salary for the duration of the assignment.
- (B) Applicable Special Pays pursuant to Article 6 will be paid on a 40-hour per week equivalent while on administrative assignment.
- (C) Employees moving into a 40-hour staff assignment from a 56- hour assignment, or from a 56-hour assignment to a 40-hour assignment, will have all existing accrued leave balances and ongoing biweekly leave accruals converted at the time of assignment. The conversion rate of 1.4 will be applied as follows: 1) moving from 56-hour to 40-hour assignment leave balances and accrual rates will be divided by 1.4; 2) moving from a 40-hour to a 56-hour assignment leave balances and accrual rates will be multiplied by 1.4. Upon separation from the District, members will be paid consistent with the provisions of Article 10, Leave Provisions, based on the assignment and leave balances at time of separation.
- (D) The position will be supported with a staff vehicle.
- (E) Forty-hour staff assignment position personnel working overtime will be compensated as follows:
- 1) Shift overtime will be compensated on an hourly rate equivalent to the shift hourly overtime rate, which excludes the 12% increase to base pay referenced in Section (1) Compensation, Subsection (A).
  - 2) Overtime consistent with 40-hour assignment duties and responsibilities (e.g. Overhead assignments on emergency incidents) will be compensated on the 40-hour hourly overtime rate referenced in Section (1) Compensation, Subsection (A), which includes the increase to base pay.

**Section 2. Work Schedule**

The maximum number of hours worked or deemed to have been worked per each seven (7) day work schedule shall be forty (40) hours at the rate of pay described in Section (1) Compensation, Subsection (A) of this Article. If a District observed holiday falls on the regularly scheduled workday of a Captain assigned to a 40-hour staff position, the Captain shall receive a District paid holiday for that day. Captains working a 40-hour assignment, whose regularly scheduled workday does not fall on a District observed holiday, do not receive a paid holiday for that day, and no holiday leave time will be accrued.

All paid leaves of absence, including paid District observed holidays (for Captains who receive a District paid holiday which falls on the regularly scheduled workday) shall be deemed as hours worked for purposes of calculating overtime.

The 40-hour work schedule does not include:

(A) Mealtime; and

(B) All time worked for which unit employees have already been paid at an overtime rate of pay or as otherwise set forth in this article.

### **Section 3. Work Period**

(A) Unit employees assigned to work the 40-hour staff assignment positions shall be assigned regular daily starting and terminating work time approved by Management.

(B) The work period for unit employees assigned to work the 40-hour workweek schedule shall be a fixed and regularly recurring period.

## **Article 8. Overtime**

### **Section 1. Definition**

Overtime shall be defined as all hours worked in excess of ninety-one (91) hours in a twelve (12) day work period. For purposes of defining overtime, paid leave time will be considered as time worked. Overtime shall be reported in increments of fifteen (15) minutes and is non-accumulative (may not carry over from shift to shift). Overtime shall not affect leave accruals. The District has the right to require overtime to be worked, as necessary.

When an employee has been relieved of duty at the end of an assignment shift, the employee is considered off duty and shall not be paid for any additional duties, unless approved in advance by the Fire Chief or designee.

Time spent off duty while attending employee initiated training that is not directly related to the employee's current job duties shall not be considered as time worked for purposes of computing overtime compensation.

### **Section 2. Overtime Compensation**

Any employee authorized by the Fire Chief or designee or authorized representative to work overtime shall be compensated at premium rates; i.e., one and one-half (1½) times the employee's rate of pay pursuant to Article 5 and applicable Special Pays pursuant to Article 6.

### **Section 3. Payment**

Payment for overtime shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case, overtime compensation will be paid on the next regular payday after such computation can be made.

**Section 4. Work Period**

The work period for purposes of overtime, established for employees covered by this MOU, is based on a twelve (12) day cycle.

**Section 5. Fire Captain Status**

The District shall not declare, consider, or treat any Fire Captain as exempt from the Fair Labor Standards Act.

**Article 9. Call Back**

When an employee in a regular position returns to duty and the workstation at the request of the Fire Chief or designee, after said employee has been released from duty and has left the workstation, said employee shall be entitled to call back compensation.

Special tours of duty scheduled in advance or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty are not call back hours for the purpose of this Article.

Call back compensation shall be paid in the following manner: The employee shall be paid for all hours worked with a minimum of three (3) hours at the overtime rate of pay for each call back occurrence. Said compensation shall be in lieu of any travel time to and from the first or last contact point.

Call back procedures are as set forth in District Policy and are incorporated here by reference as they pertain to CVPF members. This SOP is subject to periodic review and amendment as mutually agreed by CVPF and the Fire Chief or designee.

**Article 10. Leave Provisions****Section 1. Annual Leave**

**(A)** Annual leave is granted in lieu of any other vacation or holiday leave provisions. 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.

Under unusual circumstances, annual leave may be used for sick leave purposes, upon a special request of the employee, and with approval of the Fire Chief or designee.

**(B) Accumulation** – Employees in regular positions shall accrue, on a pro-rata basis, annual leave for completed pay periods. Such annual leave allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's benefit date. Employees in regular positions scheduled for less than one hundred twelve (112) hours per pay period shall receive annual leave accruals and maximum accumulations on a pro-rata basis.

Conversely, employees in regular positions scheduled for less than one hundred twelve (112) hours per pay period and who subsequently are

scheduled for one hundred twelve (112) hours per pay period shall have their annual leave accruals and maximum accumulations adjusted accordingly. Employees may not accrue additional time while on unpaid leave.

Length of Service from Benefit Date	Annual Leave Allowance (Accrual Rates Per Pay Period)	Max. Allowed Unused Balance
After 13 & through 104 pay periods	279 Hrs. (10.73)	558 Hrs
Over 104 & through 234 pay periods	335 Hrs. (12.88)	670 Hrs
Over 234 pay periods & through 364 pay periods	391 Hrs. (15.04)	782 Hrs
Over 364 pay periods	447 Hrs. (17.19)	894 Hrs

**(C)** Employees may elect to receive compensation for accrued annual leave at the employee's current base rate pursuant to Article 5. The compensation may be taken in cash and/or directed to a District 457 (b) Plan subject to statutory limitations, and subject to the provisions below:

- 1) The minimum number of hours that may be submitted for compensation is twelve (12), and unit employees must have a minimum of forty-eight (48) hours remaining in their leave accrual bank after the election is made and subsequently deducted.
- 2) Each year unit employees will have the opportunity to make an annual declaration of the number of annual leave hours they intend to cash-out and/or defer in the following calendar year. This declaration must be made between December 1 and December 15 each year for the following calendar year. Further, unit employees will have the opportunity to make a second declaration annually for deferral of annual leave hours into a District 457 (b) Plan. This declaration must be made between June 1 and June 15. Employees not making an election during these timeframes will not have the option to cash-out or defer annual leave that calendar year.
- 3) The number of annual leave hours declared between December 1 and December 15 will automatically be cashed-out and/or directed to a District 457 (b) Plan account in the fifth (5<sup>th</sup>) pay period of the calendar year.

- (D) Annual leave should be taken annually with approval of the Fire Chief or designee at such time as will not impair the work schedule or efficiency of the department, but with consideration given to the well-being of the employee. No employee shall lose earned annual leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take annual leave due to work urgency, the Fire Chief or designee will approve a waiver of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods. Sick leave, including Workers' Compensation, does not constitute work urgency.
- (E) The minimum charge against accumulated annual leave shall be one (1) hour or multiples thereof.
- (F) Employees, who terminate voluntarily, except those retiring, shall be compensated at their base rate of pay in a lump sum payment in lieu of the use of such accrued annual leave and shall not be carried on the payroll.
- (G) Retiring employees shall be compensated at their base rate of pay in a lump sum payment to the PEHP Section 106 plan.
- (H) Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for the accrued annual leave that they were entitled to use as of the date of their termination.

## **Section 2. Sick Leave**

- (A) 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. 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.

In addition, a maximum of seventy-two (72) 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 one hundred forty-four (144) 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 because of suffering from a health condition.



Immediate family is defined as follows:

Employee's Direct Family Relationship	Employee's Relationship By Marriage/Registered Domestic Partnership
Child Grandchild Mother, Father Grandparents Sister, Brother Aunt, Uncle Niece, Nephew Foster Child, Ward of the Court Step-Relations as defined herein	Spouse/Registered Domestic Partner Mother and Father of Spouse/Registered Domestic Partner Daughter and Son of Spouse/Registered Domestic Partner Sister and Brother of Spouse/Registered Domestic Partner Grandparents of Spouse/Registered Domestic Partner

- (B) Accumulation** – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on a basis of one hundred forty-four (144) hours per year, or 5.54 hours per pay period. Earned sick leave shall be available for use on the first day following the payroll period in which it is earned. There shall be no maximum accrual. The minimum charge against accumulated sick leave shall be one (1) hour.

Employees in regular positions budgeted less than one hundred twelve (12) hours per pay period shall receive sick leave accruals on a pro rata basis. Conversely, employees in regular positions scheduled for less than one hundred twelve (112) hours per pay period who subsequently are scheduled for one hundred twelve (112) hours per pay period shall have their sick leave accruals adjusted accordingly. Employees may not accrue additional time while on unpaid leave.

- (C) Compensation** – Approved sick leave with pay shall be compensated at the employee's base rate of pay.

**(D) Administration**

- 1) **Investigation** – It shall be the responsibility and duty of the Fire Chief or designee to investigate each request for sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Fire Chief or designee.
- 2) **Notice of Sickness** - The Fire Chief or designee must be notified, as soon as practical, at least one and one-half (1.5) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence, in accordance with current callback policy. It is the responsibility of the employee to keep the Fire Chief or designee informed as to continued absence beyond the first day for reasons

due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.

- 3) Proof – On the beginning of the third consecutive shift of sick leave usage, a doctor's certificate or other adequate proof of illness shall be provided by the employee.
  - 4) Improper Use – Evidence substantiating the use of sick leave for trivial indispositions, instances of misrepresentation, or violation of the rules defined herein shall be construed as grounds for disciplinary action (including termination) or such other action as may be deemed proper and necessary by the Fire Chief or designee. The Fire Chief or designee 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 a claim for sick leave pay.
  - 5) Misconduct – Sick leave may be denied if the absence is found to be due to willful injury, gross negligence, intemperance, or improper conduct on the part of the employee.
- (E) Workers' Compensation – Workers' Compensation will be administered in accordance with applicable State law. If an employee should exhaust their allowable Labor Code Section 4850 time and be placed on temporary disability, the Fire Chief or designee may authorize use of accumulated sick leave credits to augment temporary disability payments while the employee remains disabled due to work-related injuries, upon request of the employee and accompanied by order of an accepted physician, or until the employee is retired.
- (F) Sick Leave Conversion – Annual – Employee may elect to receive compensation for accrued sick leave after completing ten (10) years of continuous service from date of hire in a regular position subject to the provisions below. The compensation may be taken in cash and/or directed to a District 457(b) Plan subject to statutory limitations, and will be calculated at the employee's current base rate pursuant to Article 5 and applicable Special Pays the employee is then receiving pursuant to Article 6 (referred to as "regular rate of pay").
- 1) Unit employees must have a minimum of two hundred and forty (240) sick leave hours remaining in their leave accrual bank after the election is made and subsequently deducted.
  - 2) The minimum number of hours that may be submitted for cash-out or deferral is twelve (12).
  - 3) Each year unit employees will have opportunity to make an annual declaration of the number of sick leave hours they intend to cash-out and/or direct to a District 457(b) Plan account in the following calendar year. This declaration must be made between December 1 and December 15 each year for the following calendar year. Employees not making an election during this timeframe will not have the option

to cash-out or defer sick leave hours the following calendar year. Further, unit employees will have the opportunity to make a second declaration annually for deferral of sick leave hours into a District 457(b) Plan. This declaration must be made between June 1 and June 15. Employees not making an election during these timeframes will not have the option to cash-out or defer sick leave that calendar year.

- 4) Unit employees who have at least ten (10) years, but less than fifteen (15) years of service, will receive seventy-five percent (75%) of the employee's current regular rate of pay for the number of hours requested during the declaration period.
- 5) Unit employees who have fifteen (15) or more years of continuous service from date of hire in a regular position will receive one hundred percent (100%) of the employee's current regular rate of pay for the number of hours requested during the declaration period.
- 6) The number of sick leave hours declared between December 1 and December 15 will automatically be cashed-out and/or directed to a District 457(b) Plan account in the fifth (5<sup>th</sup>) pay period of the following calendar year. The number of sick leave hours declared between June 1 and June 15 will automatically be directed to a District 457(b) Plan in the fifteenth (15<sup>th</sup>) pay period of the calendar year.

**(G) Sick Leave Conversion – Separation** – Unit employees who are employed in regular positions and separating from the District shall receive compensation for unused sick leave accruals subject to the provisions below. For employees separating from the District, but not immediately retiring, this compensation can be taken in cash or directed to a District 457(b) Plan in keeping with statutory limitations. An election to direct any amount to a 457(b) Plan must be made prior to the time the employee is entitled to take the compensation in cash. For employees retiring from the District on or after implementation of the PEHP, one hundred percent (100%) of qualifying compensation as outlined below will be directed to the PEHP Section 106 plan:

- 1) Unit employees who have at least ten (10) years, but less than fifteen (15) years of continuous service from date of hire in a regular position and upon the service retirement, death, or separation, the employee will receive seventy-five percent (75%) of the accumulated unused sick leave at their current regular rate of pay.
- 2) Unit employees who have fifteen (15) or more years of continuous service from date of hire in a regular position and upon the service retirement, death, or separation, the employee will receive one hundred percent (100%) of the accumulated unused sick leave at their current regular rate of pay.
- 3) Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) of

accrued sick leave computed at their, then, regular rate of pay deposited in the PEHP 106 Plan, if they elect an early retirement in lieu of exhausting accrued sick leave balances.

**Section 3. Military leave**

Military leave will be administered in accordance with applicable State and Federal law.

**Section 4. Compulsory Leave**

If in the opinion of the Fire Chief or designee an employee could be incapacitated for work for physical or psychological reasons, an examination may be required by a physician or other competent authority designated or approved by the Fire Chief or designee. If the examination report shows the employee to be in unfit condition to perform the duties required of the position, the Fire Chief or designee shall notify the employee of his/her intent to compel the employee to take sufficient leaves of absence with or without pay, to transfer the employee to another position without reduction in compensation, and to follow an appropriately prescribed treatment regimen until medically qualified to return to unrestricted duty.

**Section 5. Special Leaves of Absence without Pay**

A special leave of absence without pay may be granted to an employee who is:

- (A) Medically incapacitated to perform the duties of the position.
- (B) Desires to engage in a relevant course of study, which will enhance the employee's value to the District.
- (C) For any reason considered appropriate by the Fire Chief or designee.

Such request must be in writing and requires the approval of the Fire Chief. Upon request, the Fire Chief or designee may grant successive leaves of absence for up to a total of one year. Leaves of absence without pay may be given to a regular employee with or without right to return to their classification. At the expiration of leaves without the right to return, the employee must contact the District to have their name referred for a ninety (90) calendar day period to all job openings in their classification in the District for reemployment without examination, such time to run concurrently with the ninety (90) day period provided in Article 23, Reemployment, herein. The employee must be appointed to a position within this ninety (90) day period or be terminated, so long as the District engaged in the interactive process. Leaves of employees who have obtained regular status.

**Section 6. Jury Duty Leave**

Employees in regular positions who are ordered to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service.

Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time.

Employees called for Grand Jury Duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as herein provided.

#### **Section 7. Witness Leave**

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses.

This benefit shall apply only when the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the District.

#### **Section 8. Bereavement Leave**

In the event of a death of a unit employee's family member as defined within this section, or any relative living with the employee, the employee will be granted two (2) shifts of paid bereavement leave, not to exceed four (4) shifts per calendar year. Exceptions may be granted at the discretion of the Fire Chief or designee. Such bereavement leave shall not be charged against the unit employee's sick leave or annual leave time. Family members are defined in Section 2(A) above. An employee requesting bereavement leave shall notify the duty Battalion Chief as soon as possible of the need to take leave and submit the District's Bereavement Leave Request form for approval.

#### **Section 9. Examination Time**

Employees in regular positions shall be entitled to a reasonable amount of leave with pay for the purpose of applying for and taking District promotional examinations.

Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate.

#### **Section 10. 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 the Fire Chief or designee for each donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours must be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Fire Chief or designee to receive this benefit.

**Section 11. Failure to Return After Leave**

Failure of an employee to report to work, for a period of three (3) calendar days, shall separate the employee from the service of the District and be considered, in effect, a resignation, unless extenuating circumstances can be justified to the Fire Chief or designee, who may approve a leave of absence with or without pay to cover the absence. The District agrees to make reasonable efforts, including written notice, to advise the employee that the District has implemented the provisions of this section, including the employee's right to file a grievance directly with the Fire Chief or designee to present any extenuating circumstances.

**Section 12. Benefit Date**

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

- (A) The benefit date will be the first day of the pay period within which the employee's date of hire and/or anniversary date falls.
- (B) The benefit date of an employee who is absent without approved leave may be adjusted accordingly.

The Benefit Date has no effect on date-of-hire, probationary periods or seniority.

**Section 13. Family and Medical Leave Act of 1993/California Family Rights Act**

Family and medical leave will be administered in accordance with applicable State and Federal law and District Policy. Employees are required to exhaust all applicable annual leave and sick leave before taking unpaid leave.

**Section 14. Catastrophic Leave Program**

The District agrees to permit unit employees, on approval of the Fire Chief or designee, to contribute a portion of their accrued leave to another employee when such employee is on an approved leave of absence due to their own or a spouse/registered domestic partner or a dependent child (biological, adopted, foster, stepchild, or legal ward) living with the employee who has a verifiable illness or injury caused by either physical or mental impairment or other unforeseen catastrophic event. Such illness or injury is defined as an unforeseen or sudden, unexpected illness or injury requiring immediate attention. For such transfer to take place, the following conditions shall apply:

The leave application rate will be based on the contributing employee's dollar value, which will be adjusted proportionally to the receiving employee's rate.

The receiving employee has been absent from work due to injury or prolonged illness as defined above and has exhausted all accrued leave.

Transfers must be in whole hour increments. The amount of the donation will be made in accordance with the recipient's need.

**Article 11. Benefit Plan**

All employees in regular positions shall be eligible to participate in the Benefit Plan described in Sections 2, 3 and 8 of this article. Eligible employees must receive a minimum of over half of their scheduled hours per pay period to be eligible to receive the benefits of this article. Employees who are on an approved medical leave of absence, without pay, will continue to receive the District provided benefits of Sections 2, 3 and 8 of this article for a period of six (6) pay periods.

Employees who are on a leave of absence, without pay, other than medical leave, shall not be eligible to receive the benefits of this article.

**Section 1. Retirement Benefit**

**(A) Retirement Formula** – Unit members who are defined as “classic members” by the Public Employees’ Pension Reform Act of 2013 (PEPRA), are covered by the 3% @ 55 Formula (per Resolution 2002-04 – effective July 1, 2002) provided for by the Public Employees’ Retirement Law (PERL) at Government Code section 21363.1.

Unit members hired on or after January 1, 2013 who are defined as “new members” under the PEPRA, are covered by the 2.7%@57 formula provided for by the PERL at the Government Code section 7522.25(d).

**(B) Employee Contributions to the Retirement System**

- 1) **“Classic Member” Employees Subject to the 3% @ 55 Formula**  
Effective the first pay period of January 2018 or as soon as a contract amendment is adopted with CalPERS, safety classic employees shall pay an additional one and one half percent (1.5%) of the employer contribution towards their retirement benefit as employer cost sharing in accordance with Government Code section 20516, for a total of twelve percent (12%).
- 2) **Employees Subject to the 2.7@57 Formula** – Effective January 1, 2013, these employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost.

**(C) Optional Benefits** – Unit members receive the following optional benefits:

- 1) For “Classic Members” of CalPERS, final compensation determined by Highest Single Year of Service (Government Code Section 20042), effective date 3/27/1976. For “new members” as defined by the PEPRA, final compensation based upon the highest annual average compensation earnable during the 36 consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee per Government Code 20037.
- 2) For “Classic Members” of CalPERS, Employer-Paid Member Contributions and reporting same as “special compensation” on a pre-tax basis (Government Code Section 20636(c) and pursuant to

Section 20691). This benefit is not provided to “new members” as defined by the PEPRA.

- 3) Post-Retirement Survivor Allowance (Government Code Sections 21624/26 and 28).
- 4) Post-Retirement Survivor Allowance (PRSA) Continues After Remarriage (Government Code Section 21635), effective date 01/01/2000.
- 5) Fourth level of 1959 Survivor’s Benefit (Government Code Section 21574), effective 1/20/07. The District agrees to pay the employee’s premium for 1959 Survivor’s Benefit.
- 6) Military Service Credit as Public Service (Government Code Section 21024). Any and all associated costs are borne by the Member electing to purchase the service credit, effective date 3/27/1976.
- 7) Death Benefit After Remarriage (Government Code Section 21551), effective date 01/01/2000.
- 8) Cost of Living Allowance (COLA) 2% (Government Code Section 21329), effective date 04/01/1971.
- 9) Retired Death Benefit (Government Code Section 21623.5 -- \$5,000 Death Benefit), effective date 3/12/09.
- 10) Prior Service Credit (Government Code Section 20055), effective date 12/01/1964.

## **Section 2. CalPERS Health**

In accordance with its contract with CalPERS, the District will contribute the minimum amount provided for in Government Code Section 22892 (b) for Unit employees enrolled in a CalPERS health plan.

## **Section 3. Health, Vision and Dental Insurance – Cafeteria Benefit**

- (A)** The District shall provide one thousand three hundred fifteen dollars (\$1,315) per month, for each employee, to offset the actual cost of health, vision and dental insurance. The \$1,315 represents the total monthly contribution inclusive of any contribution pursuant to Section 2.

Effective the first pay period of July 2019, employees shall receive an additional fifty dollars (\$50) per month for a total monthly contribution of one thousand three hundred sixty five dollars (\$1,365).

Effective the first pay period of July 2020, employees shall receive an additional fifty dollars (\$50) per month for a total monthly contribution of one thousand four hundred fifteen dollars (\$1,415).

- (B)** Under this benefit, the District will make available the existing health, vision and dental insurance programs currently maintained for Unit employees or



any other program(s) mutually agreed upon by the parties. All employees must enroll in one of the health programs offered by the District. Employees may only opt out of coverage if they provide proof of group health coverage.

- (C) Selections or changes must be made during the Open Enrollment period each year and remain in effect during the year, unless there is a qualifying event that permits the employee to alter his or her selection.

Initial selections by persons hired during the Plan year must remain in effect during the Plan year, unless there is a qualifying event that permits the employee to alter his or her selection.

Employees may only opt out of coverage if they provide proof of group health coverage.

- (D) The parties agree to meet as needed to consider potential alternate comprehensive vision and dental coverage options.

#### **Section 4. Retirees Health Insurance Eligibility**

Employees who retire are eligible to continue their then current health, dental, and vision insurance at group rates.

The District agrees to establish a Post-Employment Health Plan (PEHP) to include a Section 105 Plan and a Section 106 Plan to take effect as soon as reasonably possible. The Plan will be administered by Nationwide Retirement Solutions unless and until Nationwide is no longer able to do so, or the parties mutually agree to another provider. The Plan Document is included as Attachment C. The Plan is established and will be maintained in compliance with Internal Revenue Code requirements. Participation in this plan is mandatory for all unit members retiring on or after April 26, 2012 when the Plan was implemented and qualifying dependents/survivors covered by this MOU section.

Changes to this Plan are subject to the meet and confer process, and to changing legal requirements.

#### **Section 5. Retirees CalPERS Health**

In accordance with its contract with CalPERS, the District will contribute the minimum amount provided for in Government Code Section 22892 (C) for qualifying retirees enrolled in a CalPERS health plan.

#### **Section 6. Retirees Post-Retirement Compensation**

In addition to any other compensation provided pursuant to this MOU or provided through the CalPERS, the District shall pay retired employees hired prior to the date the PEHP is established a \$500 per month lifetime benefit. The \$500 represents the total monthly contribution inclusive of any contribution pursuant to Section 5 of this article.

Unit members retiring on or after April 26, 2012 when the Plan was established will receive this monthly benefit as follows:

(A) The difference between \$500 and the amount of the District's direct contribution identified in Section 5 of this article will be contributed to the individual's Section 105 Plan account.

(B) Those not enrolled in a CalPERS health plan will receive the amount identified in Section 5 of this article in the form of a contribution to the individual's Section 106 account.

For the purposes of this section, a retiree is an employee who has retired from active employment with the District on or after the November 1990 date of formation and is receiving a retirement allowance from CalPERS.

In the event of the death of the retiree, the District shall continue making monthly benefit payments to the surviving spouse. The surviving spouse must be eligible for the CalPERS Health Program to receive the benefit. The benefit will no longer be paid by the District, if the surviving spouse remarries.

In the event of the death of the retiree, and the retiree's spouse is not living or not eligible for the CalPERS Health Program, the District shall continue making monthly benefit payments to surviving dependent children.

Dependent children are defined by CalPERS and must be eligible for the CalPERS Health Program.

Employees hired on or after January 1, 2007 and before the date the PEHP is established must complete 5 years of service in order to qualify for this benefit.

This Section is not applicable to unit members hired after the date the PEHP is established.

#### **Section 7. IRS Tax Code 125 Plan**

The District shall offer an IRS Code Section 125 plan as it applies to qualified medical cafeteria plan benefits.

#### **Section 8. Life Insurance**

The District will pay for and provide an on/off duty life and accidental death and dismemberment insurance premium providing \$250,000 base life insurance and \$100,000 accidental death and dismemberment insurance for each employee.

#### **Section 9. Employer Paid Deferred Compensation**

The District shall contribute to a 401(a) tax deferred compensation retirement plan account established for each employee.

Effective retroactive to the beginning of the pay period inclusive of the ratification date, two hundred dollars (\$200) per month shall be deposited directly into each employee account.

Effective the first pay period of July 2019, an additional one hundred dollars (\$100) per month shall be deposited directly into each employee account, for a total of three hundred dollars (\$300) per month.

Effective the first pay period of July 2020, an additional one hundred dollars (\$100) per month shall be deposited directly into each employee account, for a total of four hundred dollars (\$400) per month.

## **Article 12. Uniform Allowance**

The District shall provide each employee with up to five (5) uniforms on an as-needed basis, with each uniform consisting of pants and a shirt, one of which may be a long-sleeve shirt at the expense of the District. Additional long-sleeve shirts may be ordered in place of short-sleeve shirts at the expense of the employee. The frequency shall be up to five (5) uniforms provided every third fiscal year. Uniforms are traditionally replaced at the beginning of a calendar year or mid-fiscal year of a designated uniform replacement cycle. This MOU period will identify uniform replacement in the 2018/2019 fiscal budget as the beginning of the three year cycle.

Newly hired employees shall receive new uniforms on a pro-rata basis that is based on the time of hire in relation to the designated uniform replacement cycle.

Newly hired employees that are hired during the year of the designated uniform replacement cycle shall receive five (5) uniforms.

Newly hired employees that are hired during the second year of the designated uniform replacement cycle shall receive four (4) uniforms.

Newly hired employees that are hired during the last year of the designated uniform replacement cycle shall receive three (3) uniforms.

Additionally, each eligible employee shall receive the sum of \$350 in January of each year and the District shall provide each affected employee on an annual basis with five (5) District designated t-shirts. New employees will be eligible for uniform allowance at the time of hire.

The District shall provide boots on an as-needed basis as verified by the employee's direct supervisor.

All boots must be from the Uniform & Safety Equipment Committee's approved boot list, meet NFPA standards, and are approved by the Fire Chief or designee.

Each employee shall be individually responsible for the purchase and maintenance of items required in order to meet established uniform standards throughout the year.

## **Article 13. Tuition Reimbursement**

Employees may receive reimbursement for out-of-pocket expenses for courses completed in the pursuit of job related education. The Fire Chief or designee must approve all courses in advance in order for the employee to be eligible for the reimbursement. The Fire Chief or designee has sole direction to determine whether the employee is eligible to receive the reimbursement. The determination by the Fire Chief or designee shall not be subject to Article 34, Grievance Procedure.

If an employee voluntarily separates from employment with the District within two (2) years of receiving such reimbursement he/she is required to pay back the full amount of the compensation received.

This does not apply to employees that have separated from District employment for reasons of injury or retirement. Acceptable courses include any provided by (1) an accredited University or Community College, or (2) fire related classes leading to State Certification of Fire Engineer, Company Officer, Chief Officer, or (3) job-related formal training. Courses must be pre-approved to qualify for reimbursement, and up to \$250 in direct expenses may be reimbursed per course. Direct expenses include tuition, books, parking, lab and other appropriate class required materials/fees.

Expenses will be reimbursed at the end of the fiscal year upon successful completion of a pre-approved course with the grade of "C" or better, or "pass" in pass/fail classes, and submission of receipts supporting the expenses. Reimbursable expenses do not include mileage, gasoline, shift coverage or any form of hourly pay. Receipts must be submitted for the same fiscal year in which the course was completed.

Effective July 1, 2018, tuition reimbursement under this article is limited to \$20,000 per fiscal year for CVPF members. At the end of each fiscal year, if the total amount of qualifying expenses for pre-approved courses exceeds the \$20,000 budget, expenses will be reimbursed on a prorated basis. For example, if a total of \$25,000 in requests are approved by fiscal year end, an individual request of \$250 (1% of the total request) will be reimbursed at \$200 (1% of the total budget). Correspondingly, if there are funds remaining at the end of the fiscal year from the \$20,000 budget allocation, qualifying expenses in excess of the \$250 per course limitation will be reimbursed on a prorated basis up to the total \$20,000 allocation. For example, in one fiscal year \$19,500 has been reimbursed based on the \$250 per course allocation and there are three employees with qualifying expenses over the \$250 per class limit for that year, reimbursement would be as follows:

	<b>Qualified Expenses</b>	<b>Initial Reimb.</b>	<b>Unpaid</b>	<b>% of Unpaid Qualified Expenses</b>	<b>Additional Reimb.</b>
Employee A	\$750.00	\$250.00	\$500.00	50%	\$250.00
Employee B	\$500.00	\$250.00	\$250.00	25%	\$125.00
Employee C	\$500.00	\$250.00	\$250.00	25%	\$125.00
	<b>Total</b>		<b>\$1,000</b>		<b>\$500.00</b>

**Article 14. Safety****Section 1. No Discrimination**

No employee shall be discriminated against as a result of reporting any condition believed to be a violation of health, safety, and sanitation requirements.

**Section 2. Safety Equipment**

Should the employment duties of an employee in the unit be determined by OSHA to require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such.

**Section 3. Staffing**

Both parties recognize that consistency in staffing is important to Firefighter safety and to efficient daily operations of the District.

The District will continue the minimum staffing level of 33 on-duty shift personnel, which will consist of three personnel for Engine Companies (Captain, Engineer, and one Firefighter/Paramedic), four personnel for Truck Companies (Captain, Engineer, and two (2) Firefighter/Paramedics) and two (2) personnel for Paramedic Squads two (2) Firefighter/Paramedics. In addition to on duty shift personnel, the district will staff two (2) training officers (Captains in a 40-hour assignment).

Should a determination be made that the District needs to implement an alternate staffing model, minimum daily staffing shall not be less than 33 on-duty shift personnel from this bargaining unit and not less than four (4) personnel for Truck Companies (Captain, Engineer, and two (2) Firefighter/Paramedics) and three (3) personnel for Engine Companies (Captain, Engineer and a Firefighter/Paramedic). The staffing model is not intended to promote the routine transfer ("suitcasing") of employees to cover any absence on any given shift. The District will consult with the Fire District Task Force prior to implementation of any new staffing model. The determined staffing model will be consistent with recognized safety standards.

All additional staffing assignments will continue to be offered to unit employees, as outlined in the District Callback Policy.

The minimum staffing may drop at the District's discretion, for known vacancies of five (5) hours or less, per Company. For group training sessions outside the District, the minimum staffing may drop, at the District's discretion, for known vacancies of ten (10) hours or less, per Company.

In the event of a disaster, the staffing obligation may be suspended.

**Article 15. Drug and Alcohol Testing**

A comprehensive drug and alcohol testing policy shall be in effect and as defined in Attachment B of this MOU.

**Article 16. Assignment to Vacant Higher Position**

Employees directed to continuously perform duties in a vacant higher level regular position for which funds have been appropriated, shall be entitled to a salary rate increase to the higher level at the beginning of the pay period when assigned to the vacant higher position, unless specifically waived by the employee; provided, however:

- (A) The Fire Chief or designee certifies by a written statement in the employee's Personnel File that at the time of appointment the employee 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 consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position.
- (B) Such increase to the higher level shall be set as if the assignment had been a promotion; and,
- (C) The employee meets or, with respect to all pertinent criteria, essentially demonstrates the capacity to meet the minimum qualifications for the higher-level position.

Requests for a salary rate increase should be initiated prior to the first pay period of such assignment. It shall be the responsibility of the appropriate Deputy Chief, or other management position designated by the Fire Chief or designee, to initiate such requests.

The duration of such assignments to vacant higher positions shall not exceed one (1) calendar year. This article 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 article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be:

- a) An unoccupied position due to attrition; or,
- b) A position from which the incumbent is on extended leave of absence.

Extended leave of absence is defined as a leave of absence with or without pay due to an illness or injury when required in writing by an accepted physician or chiropractor. An incumbent on annual leave will not be considered to be on an extended leave of absence unless annual leave is being used in lieu of sick leave, or as part of a Special Leave as defined in Article 10, Section 5 of this MOU.

**Article 17. Salary Rates and Step Advancements**

New employees shall be hired at the "A" step of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established, if justified by recruitment needs, including lateral entries, with the approval of the Fire Chief or designee. Except for promotions, all step

advancements shall be based upon one (1) step increment in the base salary range. Within the base salary range, all step advancements will be made on the first of each pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification and upon the recommendation of the Fire Chief or designee. Advancement to the "B" (or next) step shall be contingent upon the completion of twenty-six (26) pay periods of satisfactory work performance on the "A" (or hire) step. Each subsequent salary step increase shall follow the same requirement of successful completion of 26 pay periods at the previous salary step.

An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in Article 18, Merit Advancement. The time required for step advancement shall be extended by any time spent on leave without pay, which exceeds fifty-six (56) hours in any pay period.

The Fire Chief or designee may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity or payroll error or omission including any such action which may have arisen in prior fiscal years.

#### **Article 18. Merit Advancements**

- (A)** It is agreed that a work performance evaluation shall be completed by the employee's immediate supervisor within sixty (60) calendar days prior to the employee's step advance benefit date for all employees covered by this MOU who are below the top step of their salary range. If such employee is evaluated as "Meets Expectations" or better, the employee will be granted the step advancement effective on the employee's salary benefit date. The employee's immediate supervisor shall notify the employee of inadequate work performance no less than thirty (30) calendar days prior to denial of any step advancement and shall develop a work improvement plan.
- (B)** If no work performance evaluation is filed, or if an employee receives an overall "Below Standard" evaluation, the employee's step advance may not be granted on the date due.
- (C)** In cases where no work performance evaluation is filed, an employee should contact the supervisor, who must complete and file the work performance evaluation within fourteen (14) calendar days. If the employee is rated as "Meets Expectations" or better, the employee will be granted the step advancement retroactive to the employee's salary benefit date.
- (D)** A denied step advancement can be granted following any sequence of a twenty-eight (28)-calendar day review period of the employee's performance.

**Article 19. Physical Fitness**

The parties agree that the physical, medical, and mental fitness of fire service personnel are requirements to perform the duties of the job and instill public confidence in the fire service function.

They agree that such personnel require special treatment and consideration for the stress and physical demand expectations of the District and the public.

Recognizing these important factors the parties agree as follows:

**Section 1. Assessment**

The District may require physical ability, and/or psychological assessments of a member to determine fitness for duty provided the District pays, and provides time off without loss of pay, for such assessments. Appeals regarding the outcome of such assessments may be processed pursuant to the procedures contained in Fire District Personnel Rules.

**Section 2. Annual Physical Exam Achievement**

**(A)** The District will provide an Annual Physical Exam program. This program is highly recommended for all personnel, but will remain voluntary.

**(B)** Employees who wish to participate will be required to complete the Annual Physical Exam during a designated time period. The designated time period is determined through quarterly grouping of employees by birth month.

Quarters are based on the calendar year and are also as follows:

- Quarter #1 – January through March
- Quarter #2 – April through June
- Quarter #3 – July through September
- Quarter #4 – October through December

As an example, an employee with a birthdate during the month of February will have the duration of Quarter #1, January 1 through March 31 to complete their physical exam.

**(C)** Annual Physical Exam service providers may change during the course of this MOU period. If the current provider becomes unable to continue providing a quality level exam at a competitive price, the parties agree to meet and confer to identify an appropriate replacement.

**(D)** Employees may opt to have the Annual Physical Exam performed by their personal physician. If the personal physician option is selected, the exam will be done at his/her own expense and must be completed to the same standard as the exam offered by the District's provider. Confirmation of successful exam completion must be verified by the employee's physician by completing the Annual Physical Exam – Personal Physician Certification Form. This form must be signed by the physician and returned to the Human Resources Manager.



- (E) Employees that successfully pass the Annual Physical Exam, whether completed by the District's provider or the employee's personal physician, will earn the hourly equivalent of one hundred dollars (\$100) per month (\$.42) per hour).
- (F) Employees will be responsible for scheduling their own Annual Physical Exam. Three (3) hours of overtime pay will be approved when completion of the Annual Physical Exam is verified. (G) The District will only be notified of whether the employee passed or failed the Annual Physical Exam. (H) If an employee has not successfully completed the Annual Physical Exam within their assigned quarter, they are not eligible to participate in the Program for that twelve-month cycle.
- (G) Newly hired employees will have their hiring physical exam conducted by the current District provider. The physical exam will qualify the probationary employee for the Annual Physical Exam Achievement for the duration of their probation year. At the conclusion of probation, the employee will conform to the qualification requirements set forth in Section 2 (B) of this article.

The Parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1) Physical Ability Testing Pay.

#### **Article 20. Standard Tour of Duty**

- (A) The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported for payroll purposes as time worked for the day in which the tour of duty began. The standard tour of duty will be comprised of twenty-four (24) hours, which equates to one (1) shift. The Fire Chief or designee may temporarily modify the number of hours in a standard tour of duty for each position to meet the service needs.
- (B) CVPF members utilize the 48/96-shift schedule, which equals two (2) consecutive twenty-four (24) hour work shifts, or tours of duty, as defined above, and four (4) consecutive scheduled, off-duty days. Shift change will occur regularly at 0800 hrs.
- (C) An employee who does not report to work at the start of their work shift and does not provide advance notice of his/her absence may not be compensated until they report for duty or receive authorization for their absence.

#### **Article 21. Shift Assignments**

Employees, within classification, will be allowed to bid for shift or station assignments annually.

Management will coordinate the bid process with CVPF. A mutually agreed upon Station will make the contacts with the members eligible to bid. The most senior employee, by rank will bid first and that bid recorded. The bid will then proceed to

the next most senior employee, until every individual in the rank has bid. The process will continue until all ranks have bid. The order of the bidding will start with the Captains and be followed by the Engineers, Firefighters, and Firefighter/Paramedics. Seniority is defined in the District's Personnel Rules.

Bidding will not occur due to vacancies.

Notwithstanding the above, the Fire Chief or designee, at his/her discretion and for reasonable cause, may make changes in the shift or station assignments to meet the operational needs of the District. Except in emergencies, 30 days advance notice will be given any employee who will be transferred and the Fire Chief or designee shall provide a statement in writing to the affected employee(s) giving the reasons for the transfer.

## **Article 22. Shift Exchange**

Employees shall have the right to exchange assigned shifts. The exchange shall be voluntary and at the employees' discretion. Such shift exchanges shall be repaid within twelve (12) calendar months. Each shift exchange will be subject to approval by the Fire Chief or a designee.

A shift exchange is the responsibility of the affected employees and becomes an official work schedule change. An official work schedule change is for purposes of personnel accountability and positional coverage. At no time does it transfer the responsibility or liability of coverage for an unavailable employee to the District. An unavailable employee may result from on or off-duty injury, illness, disciplinary leave or any additional leaves identified in this MOU. At no time will the consequences of a shift exchange fiscally impact the District.

Employees that are on Workers' Compensation or Modified Duty leave must address any trades that are calendared during their leave.

### Trade Remedies

If an employee is on Workers' Compensation or Modified Duty leave, has worked a trade and is owed a trade payback that falls within his/her Workers' Compensation or Modified Duty leave – The trade payback may be canceled and moved to a date following his/her return to regular schedule.

If an employee is on Workers' Compensation or Modified Duty leave and has a trade calendared within the Worker's Compensation or Modified Duty leave but neither side of the trade has been completed – The trade will be canceled.

If an employee is on Workers' Compensation or Modified Duty leave and owes a trade payback that is calendared within his/her Workers' Compensation or Modified Duty leave – The appropriate deduction will be made from the employee's annual leave time bank to fulfill the trade payback. This can also be remedied upon mutual agreement of the

affected employees to move the trade payback date outside of the Workers' Compensation or Modified Duty leave.

If an employee who is separating employment has outstanding trade obligations, the appropriate deduction will be made from the employee's annual leave time bank to fulfill the obligation at separation.

Employees entering into a shift trade agreement authorize the District to deduct from their annual leave bank for any unfulfilled shift trade agreements. Deductions will be made on an hour-for-hour basis.

### **Article 23. Reemployment**

A regular employee who has terminated District employment, and who is subsequently rehired in the same classification in a regular position within a ninety (90) calendar day period, may receive restoration of salary step, annual leave accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with Article 10, Leave Provisions), and retirement contribution subject to the approval and conditions established by the Fire Chief or designee. The employee shall suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the Fire Chief or designee. A regular employee who has terminated District employment and who is subsequently rehired to a regular position in the same job family within a ninety (90)-calendar pay period, may receive restoration of annual leave accrual rate, sick leave, and retirement contribution in the same manner as described above. Such employees shall also suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the Fire Chief or designee.

### **Article 24. Dual Appointment**

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Fire Chief or designee 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 employee shall be notified in writing by the appointing authority and such notification will clearly define the benefits to which that employee is entitled.

### **Article 25. Probationary Period**

#### **(A) Twenty-Six Pay Periods**

The Probationary Period for positions covered by the MOU shall be twenty-six pay periods, and will be administered in accordance with the District Personnel Rules.

#### **(B) Fire Recruit – 40 Hour**

Newly hired employees assigned as a Fire Recruit shall receive a base salary ten percent (10%) below Step A of the Firefighter rank and will not be eligible for any special or incentive pays. Upon successful completion of the recruit

academy, employees shall receive compensation in accordance with the provisions of this MOU. The intent of this position is to provide latitude to adapt, modify, or extend training based on the candidate pool and requirements.

#### **Article 26. Promotion**

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall be placed at Step D of the salary range in the higher classification. It is acknowledged that the promotion of a Paramedic to Step D of a salary range in a higher classification may result in a salary decrease. Therefore, in those instances where a Paramedic promotes, said employee shall be placed at Step D or the next higher step which provides a base salary increase to the promoted Paramedic; but in no case shall any employee be placed in a step higher than that provided for in the classification salary range.

#### **Article 27. 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 shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion.

An employee demoted for non-disciplinary reasons may be retained at the same salary rate, provided, that the salary rate does not exceed the "E" step of the salary range of the demoted class, except that such an employee may be placed on a "Y" step in accordance with the provisions of Article 28, Downgrading, with the approval of the Fire Chief or designee.

#### **Article 28. Downgrading**

When a position is downgraded because of decreased responsibility or difficulty, the Fire Chief or designee may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on a "Y" step, provided that the employee shall receive no future salary increases until the salary rate of the position held exceeds the "Y" step.

An employee whose position has been downgraded, and for which there is no comparable position, may be reinstated to the next comparable position.

#### **Article 29. Upgrading**

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Fire District Personnel Rules, such employee's step placement in the new salary range shall be governed by Article 26, Promotion.

**Article 30. Fire District Task Force**

The parties agree that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the District and CVPF. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To this end, the parties agree that a Fire District Task Force comprised of management and employees shall exist to:

- (A) Review and provide input on proposed District policies and procedures;
- (B) Develop, review, and prioritize work simplification project proposals; and
- (C) Develop and review solutions to specific program problems or operational issues.

The composition of each task force shall include up to three (3) management representatives, designated by the Fire Chief or designee, and no more than three (3) employees designated by CVPF. The Fire Chief or designee and the CVPF President or designee shall co-chair the task force. Meetings will be held as often as necessary to discharge the functions of the task force. The task force will establish reasonable time frames for the accomplishment of its charges. Recommendations of the task force will be arrived at by consensus and shall be submitted in writing to the Fire Chief for final action, subject to review and approval.

**Article 31. Paid Call and Reserve Personnel**

The District agrees that in the event Paid Call and/or Reserve personnel are used in any capacity not specified in the District policy governing such programs, during such time, as there is a contract in force between the District and the CVPF the District shall:

- (A) Meet and confer with the CVPF on the effect that the use of such personnel has on wages, hours and working conditions of full-time paid firefighting personnel.
- (B) The District agrees to commence the meet and confer process authorized in paragraph (A) of this Article thirty (30) calendar days in advance of any such proposed use of Paid Call and/or Reserve personnel.
- (C) The District reserves the right to use such personnel for emergencies and defer the commencement of the meet and confer process until such time as the emergency is deemed by the Fire Chief or designee to have been concluded.

**Article 32. CVPF Activities**

- (A) The District shall provide up to two hundred sixteen (216) hours per calendar year for use by Unit employees elected to CVPF Office, or their designees, to perform official union business including attendance at CVPF meetings and

year-to-year. With the exception of approved time release for contract bargaining and employee representation (or where otherwise required by law or specifically approved by the Fire Chief or designee) all CVPF activities that cause District overtime will require the use of the time bank.

Pursuant to CVPF By-Laws, Unit employees also donate hours from their individual accumulated unpaid annual leave hours in the amount of 0.9 hours per pay period beginning September 1, 2007. These hours will be recorded in a separate CVPF time bank, and donations will be irrevocable. For members assigned to a 40-hour administrative schedule, the 40-hour equivalent (0.64 hours) will be deducted, and 0.9 hours will be deposited in the CVPF time bank. Conversely, when hours from the CVPF time bank are used by members on a 40-hour administrative schedule, 1.4 hours will be deducted for every hour used. Use of these hours is authorized for official CVPF business and activities. Member donated time may also be used by the CVPF Executive Board Members as follows:

- Up to 1 Shift (24 hours) per month of annual leave time for the Board President.
- Up to ½ shift (12 hours) for each of the six additional Members.

CVPF assumes responsibility to ensure the use of these hours is in keeping with the agreement, and use of these hours is not subject to Article 34. Grievance Procedure.

Collectively, the bank of donated hours, and the bank of hours provided by the District for official CVPF business shall not exceed 2,000 hours. Any hours in excess of the 2,000 hour cap will be forfeited from the bank of donated hours.

The District will evaluate the potential use of eSuite to automate the tracking of donated hours and usage by pay period.

**(B)** The District agrees to allow CVPF officials time during non-active duty hours to perform the following CVPF functions:

- (1)** Posting of CVPF notices on approved bulletin boards within the assigned station.
- (2)** Distribution of CVPF literature within the assigned station; and,
- (3)** Communication via telephone or mail, fax or electronic mail to other stations, or CVPF representatives.

In addition, said CVPF officials will be granted release time to consult with District management concerning the enforcement of this MOU or to represent an employee in a grievance hearing.

**(C)** New Employee Orientation

The District will provide 10-days advanced notice to CVPF of the date on which the District will hold a new employee orientation for positions represented by CVPF, unless a shorter notice is necessitated by an urgent need to onboard an employee. Upon request of CVPF, a designated CVPF representative will be permitted a reasonable period of time, without loss of compensation, to speak with new employees regarding CVPF representation during, or immediately following, the orientation process. At CVPF's option, such communications between the CVPF representative and the new employees, may be done outside the presence of District management.

**(D) CVPF Employee Directory Information**

The District shall provide CVPF with the name, job title, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the District, and home address of any newly hired CVPF employee within 30 days of the date of hire or by the first pay period of the month following hire. Upon request of CVPF, the District will provide CVPF with a list of the aforementioned information for all employees in the bargaining unit. The disclosure of employee directory information shall be subject to Government Code section 6254.3, and in a manner consistent with Government Code section 6207, for a participant in the address confidentiality program established pursuant to Government Code section 6205, et. seq.

**Article 33. Payroll Deduction**

It is agreed that CVPF membership dues and insurance premiums for plans sponsored by CVPF shall be deducted by the District from the pay warrant of each employee covered hereby who files with the District a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to CVPF within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted. The District may charge a service fee of five cents (\$0.05) per period per deduction for the processing of such deductions. Said service fee, if deducted, shall be subtracted from the aggregate amount deducted prior to remittance to CVPF.

The District shall not be liable to CVPF, employees, or any party by reason of the requirements of the Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned, less the service fee. CVPF shall hold the District harmless for any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken by the District under this Article.

**Article 34. Grievance Procedure**

**Section 1. Purpose**

The District and CVPF 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 shall not cast any adverse reflections on the employee's standing with immediate supervisors or loyalty as a District employee.

**Section 2. Definition of a Grievance**

A grievance is a disagreement between District Management and an employee, group of employees, or CVPF concerning the interpretation, application, or violation of a specific article(s) of this MOU or specific section(s) of the Fire District Personnel Rules.

**Section 3. Exclusions**

All matters are excluded from this procedure, which deal with Article 2, District Management Rights.

**Section 4. Consolidation of Grievances**

In order to avoid the necessity of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible.

**Section 5. Representation**

Aggrieved employee(s) may represent themselves or may be represented by CVPF. This representation may commence at any step in the grievance procedure.

No person hearing a grievance need recognize more than one representative for any employee at any one time. Representatives from the District shall also be present.

**Section 6. Time Limitations**

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this grievance procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified.

At any step in the grievance process, failure to submit the grievance within the time limits shall terminate the grievance process and the matter shall be considered resolved. The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified.

**Section 7. Steps in the Grievance Procedure**

The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. The grievance must be submitted within 20 calendar days after the employee is aware, or reasonably should have been aware, of the conditions precipitating the grievance.



**(A) Informal****Step 1.**

The employee having a grievance shall personally discuss the complaint with their immediate supervisor. Within 10 calendar days from the date of this discussion, the immediate supervisor shall give a verbal decision to the employee.

**Step 2. Battalion Chief**

If a mutually acceptable solution has not been reached, the grievant shall have 10 calendar days from the date of the verbal decision in Step 1 to submit the grievance in writing to their shift Battalion Chief on a standardized form agreed to by CVPF and the District. The grievant shall provide a detailed statement of the grievance. The detailed statement shall also include applicable MOU articles and/or Fire District Personnel Rule section(s) and the specific remedy or action requested. The District and CVPF encourage and will allow the submittal of supplemental information as it becomes available throughout the grievance process.

In consultation with the Human Resources Manager and CVPF, the Battalion Chief shall determine if: (1) the grievance has been filed in a timely manner; (2) Step 1 has been followed; (3) if the grievance alleges that a specific MOU article(s) or Fire District Personnel Rule section(s) has been misinterpreted, misapplied or violated, and (4) that a specific remedy or action has been requested.

Upon receipt of the written grievance, the Battalion Chief shall have 10 calendar days in which to review and evaluate the grievance and provide a written decision to the grievant and CVPF.

**Step 3. Deputy Chief**

If a mutually acceptable solution has not been reached in Step 2, the grievant will have 20 calendar days from the date of the Step 2 decision to submit the written grievance to the Deputy Chief. Upon receipt of the grievance, the Deputy Chief shall have up to 20 calendar days to meet with the grievant and their representative (if requested by the grievant) and thoroughly discuss the grievance. It may be necessary to involve immediate supervisors and Battalion Chief(s) in these discussions. A written response from the Deputy Chief shall be provided to the grievant, with copies to CVPF, within fifteen (15) calendar days of the initial meeting between the Deputy Chief and the grievant.

**Step 4. Fire Chief**

If the grievance has not been satisfactorily resolved in Step 3, the grievant may request that the grievance be advanced to the Fire Chief for investigation and determination. Such request must be in writing and made

by the employee within ten (10) calendar days of receipt of the decision in Step 3.

Within 15 calendar days of receipt of the grievance, the Fire Chief shall conduct an investigation of the facts and information relative to the grievance, and meet with the grievant and their representative to discuss the grievance. Within fifteen (15) calendar days of the meeting, the Fire Chief shall render a written decision to the grievant with copies to CVPF.

**(B) Formal**

Step 5.

Within ten (10) calendar days of the Fire Chief's decision, the grievant shall submit the grievance to the Human Resources Manager. The grievance shall state that resolution was unattainable through Step 4 of the grievance procedure, and that a formal hearing is now requested. Within twenty (20) calendar days of receiving the grievance by the Human Resources Manager, a Hearing Officer will be selected by mutual agreement to hear the grievance.

The cost of the Hearing Officer shall be equally borne by the parties. The cost of a representative(s) shall be borne by the party employing said individual(s). Witness fees shall be borne by the party calling the witness. Either party shall have the authority to retain the services of a certified shorthand reporter to memorialize the proceedings. The party(s) retaining the reporter shall bear the attendance fees of the reporter. If the Hearing Officer requests a reporter or the CVPF and the District mutually select a reporter, the parties shall equally bear the cost. The cost of transcribing any proceedings or of obtaining copies of transcripts shall be borne by the party requesting the transcription and/or copies. If both parties or the Hearing Officer requires production of a transcript, then the parties shall equally bear the cost.

Subject to the availability of the Hearing Officer, a formal hearing on the grievance shall be conducted within thirty (30) calendar days of appointment in accordance with Section 8 of this procedure to formulate a written decision on this issue.

**Section 8. Grievance Hearing**

The following guidelines shall be adhered to at all grievance hearings conducted by the Hearing Officer.

- (A)** Hearing will be conducted within (30) calendar days after the appointment of said Hearing Officer, unless the parties agree to a date beyond the thirty (30) day period.
- (B)** The Hearing Officer shall require all witnesses to testify under oath or affirmation. The oath shall 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”*

- (C) A hearing date will be scheduled by the Human Resources Manager in consultation with the Hearing Officer, the grievant, and if requested, the employee representative. Written notice stipulating the time and place of the hearings will be provided to all parties.
- (D) Grievant(s) will appear before the Hearing Officer to present their case. If either the grievant(s) or the District does not appear, the Hearing Officer will make a decision on the information available at the time of the hearing.
- (E) Each party to the grievance shall have these 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 witness regardless of which party first called the witness to testify; and to rebut the evidence. If the grievant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall 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 rules, which might make improper the admission of such evidence over objection in civil actions. The rules of privilege shall be effective to the same extent that they are commonly recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

- (F) Decisions of the Hearing Officer shall be binding on all parties unless there is a financial impact on the District, in which case the decisions shall be subject to approval of the Board of Directors.

Written decisions of the Hearing Officer shall be submitted to the Fire Chief, the grievant, and, if appropriate, the employee representative, within thirty (30) calendar days after the close of the hearing.

#### **Article 35. Full Understanding, Modification and Waiver**

The parties acknowledge that during the negotiations which resulted in this MOU each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this MOU for its duration, therefore constituting the complete and total contract between the District and CVPF with respect to wages, hours, and other terms and conditions of employment.

Any prior existing MOU between the parties regarding any such matters are hereby superseded and terminated in their entirety. The District and CVPF for the life of this MOU, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this MOU, except as specified under Article 11. Section 3 and Article 34. Section 7, Step 5.

**Article 36. Provisions of Law**

It is understood and agreed that this MOU is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of those Federal, or State enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby. If any substantive part or provision of this MOU is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this MOU shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action that would invalidate Articles of this MOU.

**Article 37. Assignability**

This MOU shall be binding upon the successor and assigns the parties hereto. The parties hereto shall have the right to assign this Agreement provided, however, the District may not assign this MOU except to a governmental entity with Fire Protection Powers and CVPF may only assign to a recognized employee organization under the employee relations ordinance for Special Districts governed by the Board of Directors. If either party desires to assign this Agreement, said party shall notify the other party of its decision thirty (30) days prior to such action.

**Article 38. Term**

The term of this MOU shall commence on April 18, 2018, and this MOU shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) June 30, 2021. If a successor MOU has not been reached by 12:00 a.m. (midnight) on June 30, 2021, the terms and conditions of the current MOU will be extended until a successor MOU is adopted.

In the event either party hereto desires to negotiate a successor MOU, such party shall serve upon the other its written request to commence negotiations, as well as any written proposals for such successor MOU. Upon receipt of such proposal, negotiations shall begin no later than thirty (30) calendar days after such receipt.

**Article 39. Approval by Board of Directors**

This MOU is subject to approval by the Board of Directors. The parties hereto agree to perform whatever acts are necessary, both jointly and separately, to urge the Board to approve and enforce this MOU in its entirety.

Following approval of this MOU by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

DATE: 4/18/18  
Representatives of the:

Chino Valley Professional  
Firefighters, Local 3522

  
Edwin Ryan, President  
CVPF

DATE: 4/18/18

Chino Valley Independent  
Fire District

  
Mike Kreeger  
President, Board of Directors

# ATTACHMENT A

## Chino Valley Professional Firefighters Local 3522 Salary Schedule Effective Current Pay Period of Contract Ratification

		<b>Base Salary</b>				
		<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>
<b>Captain (Shift)</b>	Hourly	\$37.72	\$39.61	\$41.59	\$43.67	\$45.86
	Monthly	\$9,398.57	\$9,869.49	\$10,362.84	\$10,881.11	\$11,426.78
<b>Captain (40 Hour)</b>	Hourly	\$60.75	\$63.79	\$66.98	\$70.34	\$73.85
	Monthly	\$10,530.00	\$11,056.93	\$11,609.87	\$12,192.27	\$12,800.67
<b>Engineer</b>	Hourly	\$32.77	\$34.41	\$36.13	\$37.94	\$39.84
	Monthly	\$8,165.19	\$8,573.83	\$9,002.39	\$9,453.38	\$9,926.80
<b>Firefighter/Paramedic</b>	Hourly	\$32.47	\$34.10	\$35.81	\$37.59	\$39.47
	Monthly	\$8,090.44	\$8,496.58	\$8,922.66	\$9,366.18	\$9,834.61
<b>Firefighter</b>	Hourly	\$28.29	\$29.70	\$31.19	\$32.75	\$34.38
	Monthly	\$7,048.93	\$7,400.25	\$7,771.51	\$8,160.21	\$8,566.35

## Chino Valley Professional Firefighters Local 3522 Salary Schedule Effective July 1, 2018

		<b>Base Salary</b>				
		<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>
<b>Captain (Shift)</b>	Hourly	\$38.85	\$40.80	\$42.84	\$44.98	\$47.24
	Monthly	\$9,680.13	\$10,166.00	\$10,674.30	\$11,207.52	\$11,770.63
<b>Captain (40 Hour)</b>	Hourly	\$62.57	\$65.70	\$68.99	\$72.45	\$76.07
	Monthly	\$10,845.47	\$11,388.00	\$11,958.27	\$12,558.00	\$13,185.47
<b>Engineer</b>	Hourly	\$33.75	\$35.44	\$37.21	\$39.08	\$41.04
	Monthly	\$8,409.38	\$8,830.47	\$9,271.49	\$9,737.43	\$10,225.80
<b>Firefighter/Paramedic</b>	Hourly	\$33.45	\$35.12	\$36.88	\$38.72	\$40.66
	Monthly	\$8,334.63	\$8,750.73	\$9,189.27	\$9,647.73	\$10,131.12
<b>Firefighter</b>	Hourly	\$29.14	\$30.59	\$32.13	\$33.73	\$35.41
	Monthly	\$7,260.72	\$7,622.01	\$8,005.73	\$8,404.39	\$8,822.99

**Chino Valley Professional Firefighters Local 3522  
Salary Schedule Effective July 1, 2019**

		<b>Base Salary</b>				
		<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>
<b>Captain (Shift)</b>	Hourly	\$39.63	\$41.62	\$43.70	\$45.88	\$48.19
	Monthly	\$9,874.48	\$10,370.32	\$10,888.58	\$11,431.77	\$12,007.34
<b>Captain (40 Hour)</b>	Hourly	\$63.82	\$67.01	\$70.37	\$73.90	\$77.59
	Monthly	\$11,062.13	\$11,615.07	\$12,197.47	\$12,809.33	\$13,448.93
<b>Engineer</b>	Hourly	\$34.43	\$36.15	\$37.96	\$39.86	\$41.86
	Monthly	\$8,578.81	\$9,007.38	\$9,458.37	\$9,931.78	\$10,430.12
<b>Firefighter/Paramedic</b>	Hourly	\$34.12	\$35.82	\$37.62	\$39.50	\$41.47
	Monthly	\$8,501.57	\$8,925.15	\$9,373.65	\$9,842.08	\$10,332.94
<b>Firefighter</b>	Hourly	\$29.72	\$31.20	\$32.77	\$34.41	\$36.12
	Monthly	\$7,405.23	\$7,774.00	\$8,165.19	\$8,573.83	\$8,999.90

**Chino Valley Professional Firefighters Local 3522  
Salary Schedule Effective July 1, 2020**

		<b>Base Salary</b>				
		<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>
<b>Captain (Shift)</b>	Hourly	\$40.42	\$42.45	\$44.57	\$46.80	\$49.16
	Monthly	\$10,071.32	\$10,577.13	\$11,105.36	\$11,661.00	\$12,249.03
<b>Captain (40 Hour)</b>	Hourly	\$65.10	\$68.35	\$71.78	\$75.38	\$79.14
	Monthly	\$11,284.00	\$11,847.33	\$12,441.87	\$13,065.87	\$13,717.60
<b>Engineer</b>	Hourly	\$35.12	\$36.87	\$38.72	\$40.66	\$42.70
	Monthly	\$8,750.73	\$9,186.78	\$9,647.73	\$10,131.12	\$10,639.42
<b>Firefighter/Paramedic</b>	Hourly	\$34.80	\$36.54	\$38.37	\$40.29	\$42.30
	Monthly	\$8,671.00	\$9,104.55	\$9,560.53	\$10,038.93	\$10,539.75
<b>Firefighter</b>	Hourly	\$30.31	\$31.83	\$33.43	\$35.10	\$36.84
	Monthly	\$7,552.24	\$7,930.98	\$8,329.64	\$8,745.75	\$9,179.30

**ATTACHMENT B**

**CHINO VALLEY INDEPENDENT FIRE  
DISTRICT**

**AND**

**CHINO VALLEY PROFESSIONAL  
FIREFIGHTER'S  
LOCAL 3522**

**DRUG AND ALCOHOL  
POLICY**

*Amended: April 14, 2010*



# Drug and Alcohol Policy

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**Chino Valley Independent Fire District  
And Chino Valley Professional Firefighters, Local 3522  
Drug and Alcohol Policy**

**Article I.**

**1.1 Purpose**

It is the purpose of this policy to maintain a drug and alcohol free work environment, to eliminate substance abuse and its effect in the workplace and to ensure that all employees are able to perform their duties safely and efficiently in the interests of the public, the District, their fellow employees and their own interests as well.

**1.2 Policy**

The Chino Valley Professional Firefighter's, Local 3522 (hereinafter referred to as "CVPF") and the Chino Valley Independent Fire District (hereinafter referred to as "the District") recognize that drug and alcohol use in the workplace is a serious problem which can jeopardize employee safety, morale and productivity, and/or service to public. The parties further recognize the importance of a safe, healthy and productive work environment and the need to eliminate any substance abuse in or affecting the workplace. The District and CVPF recognize that employees have a right to reasonable personal privacy and confidentiality. The goals of this policy are to prevent drug and alcohol use and impairment on and related to the job and, where appropriate, to encourage voluntary treatment and rehabilitation of those employees who acknowledge having a drug or alcohol problem that affects their ability to fulfill their employment duties. The District is supportive of those who seek help voluntarily and may authorize the use of earned sick leave, vacation or leave of absence in connection with the seeking of treatment. The District will be equally committed in identifying and disciplining those who continue to be substance abusers.

**1.3 Notice and Education**

All bargaining unit employees shall be provided with a copy of this agreement. Newly hired employees represented by CVPF shall be given a copy of this agreement upon hire. Supervisors shall be familiar with the provisions of the agreement and shall be available to respond to questions. The District shall periodically disseminate educational materials regarding drug and alcohol use and abuse to all management as well as represented employees.

Management and supervisory personnel shall be trained, with periodic updating, as necessary, to correctly identify symptoms of being under the influence of drugs and alcohol. Training shall include observation, documentation and reporting procedures and methods to identify workplace substance abuse. Any supervisor who has not received

appropriate training shall be deemed incapable of having “reasonable suspicion” under this agreement.

#### **1.4 Application**

This policy agreement applies to all employees holding positions in classifications represented by CVPF and pertains to any substance, including alcohol, which, in the opinion of a competent medical professional, causes impairment to job performance or which causes behavior that is a threat to the safety of the affected employee or others on the job, whether or not said substance is controlled by law or prescribed by a licensed medical practitioner. All testing pursuant to this agreement will be based solely upon “reasonable suspicion” or as outlined in this policy.

#### **1.5 Condition of Employment**

Compliance with the District’s policy and testing program is a condition of employment. Any violation of this policy and/or testing program shall be grounds for discipline, up to and including termination.

#### **1.6 Definitions**

Whenever the terms below are used in this Policy, they shall be defined as follows:

- (A) All Employees:** “All Employees” for purposes of this Policy refers to all full-time and part-time employees, volunteers, or reserve firefighters.
- (B) District Management:** The term “District Management” for the purposes of this Policy refers to the Fire Chief or designee(s).
- (C) Management:** The term “Management” for purposes of this Policy refers to the Fire Chief, Deputy Chiefs, and Battalion Chiefs.
- (D) Supervisor:** The term “Supervisor” for the purposes of this Policy refers to Captains.
- (E) Controlled Substance:** Drugs that are classified by NIDA.
- (F) Drug:** The term “drug” shall refer to any substance, including alcohol, which, in the opinion of a competent medical professional, causes impairment of job performance or which causes behavior that is a threat to the safety of the affected employee or others on the job, whether or not controlled by law or prescribed by a licensed medical practitioner.
- (G) Employee Assistance Program (EAP):** The District’s EAP is a program which provides counseling and assistance to District employees and their family members.
- (H) Medical Review Officer (“MRO”):** The District and CVPF will mutually confirm the designation of the MRO as assigned by the medical facility conducting the drug and alcohol test. The MRO must be a physician knowledgeable in the medical use of drugs as defined

herein, prescription drugs and the pharmacology and toxicology of illegal drugs. The primary responsibility of the MRO is to review and interpret positive, invalid, adulterated and substituted test results obtained through the District's drug testing program, and, in so doing, to discuss the results with the employee and to determine whether alternate medical explanations could account for a positive, invalid, adulterated or substituted test result. Said discussion shall occur prior to reporting any positive results to the District Drug Abuse Program Director. The MRO shall not be employed by the testing lab.

- (I) Optional Referral:** "Optional referral" is a process whereby in lieu of and/or in conjunction with discipline, any employee of the District may be offered referral by their Supervisor or Manager to an Employee Assistance Program ("EAP").
- (J) Positive Alcohol Test:** Any breath or urine test that shows the presence of alcohol as specified in this policy.
- (K) Positive Drug Test:** Any urine that is chemically tested and shows the presence of the metabolite of the controlled substance at levels above the industry standard cutoff, as specified in this policy.
- (L) Reasonable Suspicion:** "reasonable suspicion" or "reasonable cause" is a belief based upon facts gathered from the totality of the circumstances that would cause a reasonable supervisor or manager to suspect impaired performance or reduced job safety by an employee on the job. Reasonable suspicion is not to be based upon unconfirmed rumors, but shall be based upon "individual observation by an individual of Supervisory or Managerial" rank trained by the District to recognize the symptoms of substance abuse. The Supervisor or Manager is required to take into account other possible explanations for observed behavior, such as illness, lack of sleep, fatigue, and reactions to noxious fumes or smoke. The facts supporting the reasonable suspicion shall be documented and recorded in a manner provided in Attachment I. In determining if reasonable suspicion exists, the supervisor shall consider factors such as, but not limited to, fatigue, lack of sleep, side effects of prescription and/or over the counter medications, reactions to nauseous fumes or smoke, etc., which may explain the behavior of the employee. The involvement of an employee in an accident or on-the-job injury shall not, standing alone, constitute the reasonable suspicion required by this Policy. The subject employee shall, where possible, be interviewed prior to a reasonable suspicion determination being made. The employee shall have the right to CVPF representation during such interview unless acquiring such representation would delay the interview and possible test for an unreasonable period of time. An unreasonable delay is one which may impact the validity of any test results. The suspected employee shall have the right to CVPF representation during such interview, if requested, and the employee shall be advised of that right by the Fire Chief or designee prior to any such interview. The employee and, if

applicable, CVPF representation shall upon request be given copies of all available documentation of reasonable suspicion and have reasonable time to review these documents before the interview commences. During the interview, the Fire Chief or designee shall give the employee the opportunity to explain their condition, and the Fire Chief or designee shall keep a record of the interview. A non-inclusive description of behavior that may constitute evidence of reasonable suspicion is as follows:

- 1) Slurred Speech;
- 2) Physical altercation;
- 3) Verbal altercation;
- 4) On-duty possession of alcohol or drugs;
- 5) Information obtained from a reliable person with personal knowledge as to an employee's drug or alcohol use or possession;
- 6) Disorientation or job impairment (inability to perform employee's job in a routine manner);
- 7) Any bargaining unit member arrested and/or convicted for driving any type of vehicle under the influence of alcohol or drugs;
- 8) Any bargaining unit member arrested and/or convicted of an alcohol or drug-related criminal charge;
- 9) Odor of alcohol on breath;
- 10) Unsteady gait or balance;
- 11) Glassy eyes;
- 12) Drowsiness
- 13) Euphoria;
- 14) Mood swings;
- 15) Inattentiveness;
- 16) Confusion;
- 17) Aggressiveness;

**(M) Rehabilitation Program:** A "rehabilitation program" is a program, beyond that provided by the EAP, which is designed to assist an employee to become alcohol or drug free. The District can condition such an employee's continuing employment upon an agreement that the employee shall be drug and alcohol free during the entire period of employment. The cost of any rehabilitation program is borne by the employee in conjunction with benefits afforded by any provider of available health and welfare benefits of which the employee is a subscriber.

**(N) Safety Sensitive Employee:** A "safety sensitive employee" is an employee occupying, or applying for, any position in which the employee's performance of duties may affect the public safety. These positions shall be designated by the District at its sole discretion, but shall include at least the following positions and/or assignments: 1) Captains; 2) Engineers; 3) Firefighter/Paramedics; 4) Firefighters; 5) Any future employee classifications added to the Safety Bargaining Unit.

- (O) Under the Influence: “Under the influence” for the purposes of this policy refers to the presence of the metabolite of the controlled substance in the urine product or breath sample at levels above the cutoff described in this policy.
- (P) Substance Abuse: “Substance abuse” shall include the use, by ingestion, inhalation, injection, or by any other means, drugs as defined herein, alcohol, illegal drugs, prescription drugs, or any other substance which, in the opinion of a competent medical professional, impairs or may impair an employee’s ability to perform safely and effectively the functions of their position, which increases the potential for accidents, absenteeism, substandard performance, or which could damage the District’s reputation.
- (Q) Invalid Drug Test: “Invalid drug test” is the result of a drug test for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
- (R) Substituted Specimen: “Substituted specimen” is a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
- (S) Adulterated Specimen: “Adulterated specimen” is a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present, but is at a concentration so high that it is not consistent with human urine.

**1.7 General Provisions (Employee Responsibilities)**

Since it is the District’s policy to have a workplace free of the effects of drugs and alcohol, the following are prohibited when reporting for work, on breaks, during meal periods, when specifically designated as being on call (except as otherwise described herein) or when at District work sites:

- (A) For an employee to be impaired or to be under the influence of any drug or drugs (including alcohol), while at the work place or at any other time or place where the employee is purporting to act in the course and scope of their employment, whether inhaled, ingested, injected, or otherwise used by the employee on or off duty;
- (B) For an employee to inhale, ingest, inject, or otherwise use any alcohol or drugs as defined herein. An employee shall be deemed to be “under the influence” of such substances if the prohibited substance is present in the employee’s urine at levels above the industry’s cutoff standards described herein when at the workplace, or when otherwise purporting to act in the course and scope of employment or while designated as being on call;

- (C) For an employee to sell, give, or provide any drugs or drug paraphernalia to any person, including any other employee, either directly or indirectly or through a third party;
- (D) For an employee while at the workplace or otherwise purporting to act in the course and scope of employment, to manufacture, transfer, possess, or purchase any drug or drugs, or drug paraphernalia;
- (E) For an employee to refuse to submit immediately to an alcohol and drug test when ordered to do so by a Manager or Supervisor;
- (F) For an employee to fail to provide within 48 hours of request, a bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug test is positive. The prescription must be in the employee's name;
- (G) For an employee to fail to notify the District of any arrest or conviction pursuant to a criminal drug statute (including alcohol) immediately after the incident or at the earliest practicable time thereafter, but no later than within five calendar days after the arrest or conviction. Such a statute is defined as one where use of alcohol and/or a controlled substance is an element of the crime.

### 1.8 **Drug Testing**

Drug Testing Defined: Drug and/or alcohol tests shall test for substances, which may impair an employee's ability to effectively and safely perform the functions of their job. Drug groups which are the focus of screening include, but are not limited to, the following:

- Amphetamines/methamphetamine
- Barbiturates
- Benzodiazepines (Valium)
- Cocaine
- Methadone
- Opiates (morphine, codeine, heroin)
- Phencyclidine (PCP)
- Propoxyphene (Darvon)
- Marijuana
- Steroids
- Alcohol

Upon implementation of this Policy, employees and applicants for employment will be required to submit to the following drug tests as applicable:

- (A) Supervisors and Management employees may order that an employee submit to a drug and/or alcohol test when they have a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job. A reasonable suspicion drug and/or alcohol test shall be administered within two hours of the



observations upon which the reasonable suspicion determination is based. If not, the employer must provide written documentation as to why the test was not promptly conducted. Mass random testing, and testing which is not performed pursuant to the specific procedures described herein, is prohibited by the Memorandum of Understanding. The exception to this is that random testing is allowed for newly hired probationary employees and for individuals in specific circumstances outlined in this policy.

“Reasonable suspicion” is a belief based on objective facts sufficient to lead a reasonably trained and prudent Supervisor or Management employee to suspect that an employee is under the influence of drugs or alcohol such that the employee’s ability to perform the functions of the job is or may be impaired or such that the employee’s ability to perform their job safely is or may be reduced. Suspicion is not reasonable, and thus, not a basis for testing, if it is based solely on the observations and reports of third parties or upon violation of a safety rule or other unsafe work incident. However, such suspicion may be a basis for further investigation, or for action to protect the safety of the public such as ordering the employee to stop work. Two (2) trained management/supervisory employees (one of which must be the Back-up Duty Chief or Fire Chief or designee) must have reasonable suspicion that an employee is under the influence of drugs or alcohol.

- (B)** In addition, Supervisors and Management employees may order that an employee submit to a drug and/or alcohol test when the subject employee is performing duties in the course and scope of employment and is the operator of any vehicle, and where the employee’s inappropriate performance cannot be discounted as a contributing factor to an accident resulting in injury reasonably requiring treatment by a health care provider or resulting in death.
- (C)** Except in specific circumstances outlined in this policy, any Supervisor or Management employee ordering an employee to submit to a drug and/or alcohol test must first document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs or alcohol. Said documentation must be submitted to the highest ranking sworn employee on duty or on call, prior to any test being administered.
- (D)** Any Supervisor or Management employee encountering an employee who refuses an order to submit to drug and/or alcohol test shall remind the employee of the requirements and disciplinary consequences of breaching this Policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the Supervisor or Management employee should attempt to detain the employee other than by use of force, for a reasonable time until the employee can be safely transported home.

- (E) Supervisors and Management employees shall not physically search the person of employees, nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.
- (F) When a bargaining unit employee believes that reasonable suspicion as defined herein is indicative of a management or other non-bargaining unit employee being under the influence or impaired while on duty as defined herein, the bargaining unit employee or employees may report that suspicion to the next level supervisor (up to an including the department head) who is then under an obligation to investigate the matter as otherwise provided for herein.
- (G) The test results and other related lab test reports, if any, shall be transmitted directly to the Drug Abuse Program Director and shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Fire Chief or designee/Human Resources Manager. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan as required by the plan provider/administrator; (4) the information is needed by medical personnel for diagnosis or treatment of the patient who is unable to authorize disclosure.
- (H) When testing for alcohol is indicated by this policy, the employee may select to give a breath or urine sample.

**1.9 Pre-Employment Testing**

All applicants for any classification represented by CVPF shall be required to submit to the substance testing in accord with the procedures established by this Policy, and shall be disqualified for employment in the case of a positive test.

**1.10 Consequences of Refusing to Take Any Test Required by This Policy**

Failure of any employee to submit immediately to a urine or breath test ordered in accordance with this Policy (or other test approved herein) shall be considered an offense of insubordination and shall result in discipline, up to and including termination.

**1.11 Continuing Legal Validity of Testing Procedures**

In the event that future developments make it apparent that any approved drug testing procedures are unlawful, the District will cease to implement those procedures as are found to be unlawful.

### **1.12 Employee Assistance Program**

Early recognition and treatment of alcohol and drug abuse is important for successful rehabilitation, for prompt return to the District, and for reduced personal, family and social disruption. The District encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment is primarily the individual employee's responsibility. To assist employees in obtaining early voluntary treatment, the District has established an Employee Assistance Program (EAP). The EAP provides counseling and assistance to all benefited District employees.

The District shall make information regarding such services available to all District employees.

Employees with alcohol or drug abuse problems should request the confidential assistance of the EAP. Employees may seek help without the approval or even the knowledge of their Supervisor or Manager. The EAP will provide assistance on a confidential basis and will refer the employee to appropriate counseling or treatment services. Requesting assistance of the EAP in dealing with an alcohol or drug abuse problem shall not jeopardize the employee's continuing employment status with the District. Voluntary assistance does not include situations where the substance abuse problem has been discovered by the District. In this situation, requesting assistance through the EAP does not immunize an employee from being subject to disciplinary action.

Employees who undergo voluntary counseling or treatment pursuant to a referral by the EAP and who continue to work must meet all established standards of conduct and job performance.

#### **(A) Voluntary Self-Referral to Employee Assistance Program (EAP):**

Assistance through the EAP program will be available on a self-referral basis as follows:

- (1)** Prior to discovery of any violation of this Policy, any employee who believes that they have a substance abuse problem requiring treatment may voluntarily request assistance through the EAP either directly through the EAP provider, or through their Supervisor or Manager;
- (2)** If the EAP provider determines that it is appropriate, the employee may be referred to a rehabilitation program. An employee referred to a rehabilitation program will be responsible, in conjunction with any provider of available health and welfare benefits, for the cost of the rehabilitation program;
- (3)** Regardless of participation in the EAP program or a rehabilitation program, any employee found to be performing purportedly in the course and scope of employment while impaired by or under the influence of a drug or alcohol, or so impaired or under the influence while specifically designated as being on call and as prohibited by this Policy, shall be

subject to discipline, up to and including termination. Employees are therefore encouraged to request to be relieved from duty and be placed on a leave of absence during their participation in the EAP or rehabilitation program if the employee will not remain drug free during the program. Leaves utilizing accumulated leave credits will be allowed for the duration of the EAP treatment program up to 90 days. If no leave credits are available to the employee, they will be placed on a leave of absence without pay for the duration of the EAP, rehabilitation or treatment program for up to 90 days. Any need/request for leave time in excess of 90 days will be considered in accordance with District Personnel Rule 8: Leave Provisions;

- (4) If an employee is experiencing performance problems or disciplinary action is contemplated or pending against the employee at the time a request for assistance is made, the request for assistance will be treated as a separate but possibly related issue. In no case will a request for assistance provide amnesty to an employee in a present or future disciplinary action. A request for assistance may, at the discretion of the District, defer present or future disciplinary action until completion of the treatment process;
- (5) An employee will suffer no loss of seniority by virtue of their participation in the EAP or rehabilitation program.
- (6) Release to Work: Submission of a release to work statement, which is satisfactory to the District, from a medical or treatment specialist. Review and work authorization by the Medical Review Officer is required. Where the employee voluntarily divulges that treatment through the EAP was for the purpose of treating drug or alcohol abuse problems, the employee will be subject to random unannounced substance testing for a period of up to two (2) years.

**(B) Optional Referral to Employee Assistance Program (EAP):**

The District recognizes that assistance through the EAP or rehabilitation, rather than disciplinary action (or possibly in conjunction with some forms of discipline,) may be appropriate in certain circumstances. Referral to the EAP, rather than discipline or along with lesser forms of discipline than termination, may be made as follows:

- (1) The District shall retain final and sole authority to determine whether or not a violation of this Policy shall result in the employee being provided a referral to the EAP in lieu of discipline (or in conjunction with discipline) for completion of a prescribed rehabilitation program. In rendering its determination, the District shall consider the employee's

classification, the employee's entire personnel file, the precise nature of the Policy violation, the actual or potential detriment to the District as a result of the violation, and the employee's explanation for the violation. However, the District's determination shall be final and not subject to administrative or judicial review and shall ultimately be dictated by benefit to the District and not to the employee provided the decision is not based upon statutorily prohibited discrimination. The employee may be relieved of safety sensitive functions until completion of the rehabilitation program to the satisfaction of the rehabilitation counselor, return of a negative drug test, and signing of a Re-entry Agreement as discussed further below;

- (2) An employee subject to optional referral must agree to undertake and to complete successfully a course of treatment as deemed appropriate by the EAP and/or rehabilitation program counselor. Any employee refusing to agree to comply with an optional referral is subject to discipline, up to and including termination;
- (3) If an employee subject to a discretionary EAP referral fails to conform to the requirements of the rehabilitation program and/or fails to successfully complete the program and/or fails to remain drug free, the employee may be terminated. As part of the terms of the optional referral, the employee agrees that the EAP provider and/or rehabilitation counselor will report to the District any failure on the part of the employee to cooperate in the rehabilitation program or to progress through the program to the satisfaction of the counselor;
- (4) Leaves utilizing accumulated leave credits may be allowed on a case by case basis and in a duration as approved by the District. If no leave credits are available to the employee, they may, if deemed necessary by the District, be placed on a leave of absence without pay for the duration of the EAP, rehabilitation or treatment program subject to the provisions of District Personnel Rule 8: Leave Provisions;
- (5) An employee will not generally be offered referral to the EAP or rehabilitation in lieu of discipline for a second violation of this Policy;
- (6) An employee will suffer no loss of seniority by virtue of their participation in the EAP or rehabilitation program;
- (7) An employee who desires to return to work after an optional referral must agree to the terms of a Re-entry Agreement, the terms of which shall be established by District in its sole discretion. That Agreement may include, but is not limited to, the following:

“In those instances where a positive test result is determined as existing, and where the employee is not terminated, said employee shall be required to submit to unannounced follow-up random testing for a period of up to three (3) years.”

Release to Work: Submission of a release to work statement, which is satisfactory to the District, from a medical or treatment specialist. Review and work authorization by the Medical Review Officer is required.

Follow-Up Care: Submission of an after care and follow-up treatment plan with a counselor or specialist which would last a minimum of six (6) months, or longer, as specified by the counselor specialist.

Negative Drug Test: Submission of negative urine tests taken in accordance with the procedures established by the District for a period of up to three (3) years.

### **1.13 Additional Testing**

In addition to substance testing being authorized in those cases where reasonable suspicion as defined herein exists as a basis for conducting the test, testing shall be undertaken in the following situations unrelated to the finding of reasonable suspicion:

- (A) All employees shall be scheduled for testing during the months of February, March, or April each year. If the test subject is not working (RDO, vacation, off sick, etc.), or is unavailable (Court, in the midst of a critical situation, etc.), the Sample Collector will test the subject upon return to the work site. CVPF and management representatives will meet with representatives of the medical facility conducting the testing no sooner than three (3) months prior to the testing to: review testing protocol; ensure compliance with this Drug & Alcohol Policy; and determine the MRO and Laboratory that will be used;
- (B) Probationary employees who are new hires of the District may be randomly tested by the District not-to-exceed four (4) times during the probationary testing period;
- (C) Any bargaining unit member convicted for driving any type of vehicle under the influence of alcohol or drugs, shall be subject to random testing for a period of twelve (12) months following the date of the conviction;
- (D) Any employee convicted of an alcohol or drug related criminal charge, shall be subject to random testing for a period of twelve (12) months following the date of the conviction.

### **1.14 Privacy**

The actual collection process shall be as discrete as possible and shall respect the dignity of the test subject.

**1.15 Test Methodology**

The testing methodology to be used for both "reasonable suspicion" and random testing shall be the same as described herein and will be based on a laboratory examination of a urine specimen (breath specimens are not subject to laboratory analysis).

Specimen collection and laboratory examination are described in Section IV, Specimen Collection, and Section V, Laboratory Analysis.

Laboratory analysis of urine specimens shall be restricted to those tests authorized by this policy to detect drug abuse. They shall not be used for other purposes, such as the analysis of physiological states or diseases (e.g., pregnancy, AIDS or cancer therapy.)

**1.16 Implementation**

The drug testing program shall be implemented on July 1, 1996, or as soon thereafter as this agreement is adopted by the District Board of Directors.

**Article II. Program Organization****2.1 Assignment**

Responsibility for the day-to-day coordination of the Department's Substance Testing Program shall be assigned to Operations. This responsibility will include assignment of specimen collection, delivery of specimens to the laboratory and the maintenance of such administrative and statistical records as may be needed.

**2.2 Drug Abuse Program Director**

The Deputy Chief, or designee temporarily acting in his behalf, is designated as the District's Drug Abuse Program Director. The Deputy Chief shall have overall responsibility for all pre-employment and employee drug testing activities. It shall be the Deputy Chief responsibility to direct the course and scope of such employee substance abuse awareness programs, as may be in operation. The Deputy Chief is the position designated as the District Manager who shall be the contact point with the Medical Review Officer (MRO) regarding an evaluation of any positive test results.

**2.3 Medical Review Officer**

The Medical Review Officer (MRO) shall be a licensed physician who has a knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with the employee's medical history and any other relevant biomedical information.

**2.4 Sample Collectors**

Sample collectors are authorized to command any employee to furnish a urine specimen as provided for herein.

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**Article III. Positive Test Results****3.1 Preliminary Determination**

The laboratory shall notify the Medical Review Officer (MRO) whenever it confirms a positive, invalid, adulterated or substituted test result. The Drug Abuse Program Director will not be notified by the Laboratory of a positive, invalid, adulterated or substituted test result.

During the preliminary determination of a positive, invalid, adulterated, or substituted test result the MRO will not give the Drug Abuse Program Director the laboratory report and declarations.

**3.2 Determination**

The MRO will give the Drug Abuse Program Director the results after positive, invalid, adulterated or substitute test results are confirmed.

**3.3 Discipline**

District policy forbids any of its members from using any controlled substances, narcotics, or hallucinogens except when prescribed by a physician for an illness or injury. Moreover, District policy forbids all members from willfully violating and Federal statute, State law or local ordinance. Members who violate any rules, regulations or policies of the District shall be subject to disciplinary action up to and including discharge.

**3.4 Refusal to Provide Urine Specimen**

Members who refuse to be tested when so required will be subject to disciplinary action up to and including discharge. Attempts by a member to alter or substitute any specimen will be deemed grounds for disciplinary action.

Note: Failure to provide a specimen within a reasonable period of time (usually not more than three (3) hours) may constitute a refusal to take a drug test.

**Article IV. Specimen Collection****4.1 Collection Sites**

Urine specimen collection may be done at an employee's work location or the selected collection site and/or in conjunction with the annual physicals.

**4.2 Collection Site Privacy and Security**

The actual collection process takes only a few minutes. However, because there must be rigorous controls for privacy, security and chain-of-evidence purposes, choosing the most appropriate restroom is crucial. The restroom selected as a collection site shall be equipped with a sink to allow test subjects to wash their hands, a toilet, and be equipped with a stall for privacy.

During the specimen collection process, no unauthorized personnel shall be permitted in the restroom. The only authorized personnel are the test subject and the Sample Collector of the same sex. A supervisor shall



remain outside the restroom and shall bar entry for the time it takes to collect and package a specimen.

#### **4.3 Chain of Custody**

Chain of custody shall be as dictated through standard laboratory protocols.

#### **4.4 Collection, Integrity and Identification of Specimen**

After a test subject has been properly identified and briefed about the reason for the test, the mechanics of the collection process shall be explained. The Sample Collector shall require the test subject to remove any unnecessary outer garment (e.g., coats, jackets, etc.) and shall visually check for signs of concealed items that might be used to adulterate or substitute a sample. Personal belongings such as briefcases, purses, and weapons/holsters, etc., must remain with the subject's other outer garments. The subject shall retain control of his/her wallet. The test subject shall wash and dry their hands prior to providing a urine specimen. There shall be no further access to water, soap, any chemical agent, or other materials, which would be used to adulterate the specimen until after it has been provided.

The Sample Collector shall place a toilet bluing agent in the toilet bowl and, if the toilet is so equipped, in the reservoir tank. The purpose of this procedure is to deter the dilution of the specimen.

The test subject shall be required to provide a specimen in a large, wide mouthed, easily carried, plastic non-reusable cup, unobserved and in the privacy of a stall or otherwise partitioned area. Unusual behavior shall be noted by the Sample Collector.

The test subject will be provided two laboratory-approved specimen bottles (samples A and B). The containers will have affixed to them specially prepared labels showing the test subject's confidential identification number. The subject shall then be ordered to provide a urine specimen and to divide it equally between the two bottles in the presence of the Sample Collector or the Sample Collector will divide the specimen in the presence of the subject.

A minimum of 50 milliliters (1.7 fluid ounces) must be provided or the specimen will be considered incomplete. If the Sample Collector determines that there is an insufficient amount of urine (less than 50 milliliters total) in each specimen bottle, additional urine shall be collected. In this instance, the test subject shall remain under the supervision of the Sample Collector. The subject shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to furnish additional urine. When additional specimens are provided, third and fourth bottles shall be labeled and be fastened to the original specimen bottles with clear tape.

Immediately after a specimen collection, the Sample Collector shall ensure the temperature is between 90 and 100 degrees Fahrenheit. The Sample Collector shall also inspect the specimen for signs of adulteration (e.g., contaminants, color, etc.) Unusual findings should be noted.

In the presence of the Sample Collector, the test subject shall secure lids on the specimen bottles. The Sample Collector shall then seal the lids with evidence tape. If at the time of collection, there is reason to believe that the specimens have been diluted, adulterated, substituted, or in any way tampered with, the Sample Collector shall report the matter on the Log Sheet. The Sample Collector shall report those observations in writing to the lab, which shall analyze the suspect specimens. The results of those analysis shall be reported in the written laboratory report to the MRO for further action, if any is appropriate.

## Article V. Laboratory Analysis

### 5.1 *Laboratory Management*

The laboratory utilized by the District shall perform urine drug testing for the District and shall meet all analytical, quality assurance and quality control standards, which are professionally accepted by laboratories, which perform forensic urine drug testing.

### 5.2 *Initial Screening Test*

Current NIDA standards in effect at the time of collection, and as otherwise described in this policy shall be used for the immunoassay screening test which will be used to eliminate "negative" urine samples from further consideration. All samples that initially screen positive shall be stored until confirmation studies by gas chromatograph/mass spectrometry (GS/MS) are complete.

### 5.3 *Confirmatory Test*

Specimens which were initially screened and found to be positive, shall be confirmed using gas chromatograph/mass spectrometry (GS/MS) quantitative techniques. Specimens shall be considered as positively confirmed if they fall above the cutoff levels listed below:

<u>Drug</u>	<u>Screening Cutoff</u>	<u>Confirmation Cutoff</u>
1. Amphetamines / methamphetamine	1000 ng/ml	500 ng/ml
2. Barbiturates	200	200
3. Benzodiazepines (Valium tranquilizers)	300	150
4. Cocaine Metabolite	300	150
5. Methadone	300	300
6. Opiates (Morphine, Codeine, Heroin)	2000	2000
7. Phencyclidine (PCP)	25	25
8. Propoxyphene (Darvon)	300	200
9. Cannabinoid (THC)	50	15
10. Anabolic Steroids	Ratio of testosterone to epitestosterone is positive if greater than 6:1	
11. Synthetic Steroids	Any presence is positive	
12. Alcohol (Breath or urine)	0.0	0.4%
	4%	

**5.4 Preparation of Laboratory Reports – Positive Test Specimens**

In the event that a specimen is found to be positive by the GC/MS process, the Laboratory shall prepare a written report. The original report shall be retained by the Laboratory. One copy shall be sent to the Medical Review Officer.

The Laboratory report shall contain the following information:

- (A) Employee name and identification number.
- (B) The drug identified.
- (C) The initial screening method
- (D) The date screened.
- (E) The screening analyst's name.
- (F) The printed output from the immunoassay screening instrument pertaining to the batch of samples which includes the positive sample. That output will include the data from the relevant standards, blanks, quality control samples, and positive sample.
- (G) The confirmation method.
- (H) The date confirmed.
- (I) The confirming analyst's name and signature.
- (J) The graphs and reports pertaining to the gas chromatograph/mass spectrometer analysis of the relevant batch of samples and associated controls and quantitative standards.
- (K) The name and signature of the reviewing laboratory supervisor.
- (L) Collection Log Sheet.

Following confirmation, all positive urine samples are to be frozen and retained for a minimum of two (2) years by the Laboratory.

**Article VI. Reporting and Review of Results****6.1 Report of Laboratory Results**

The Laboratory shall report the results of all positive drug tests within five (5) business days from collection of sample.

**6.2 Medical Review**

The Medical Review Officer shall conduct an in-depth review of all tests reported as positive by the Laboratory. The Laboratory report will include all materials specified in part V, 5.4, above. The MRO shall take such action as may be necessary to examine any alternate medical explanation for a positive test result. Such action may include a voluntary medical interview with the subject and a review of all medical records made available by the subject.

**6.3 Employee Notification**

If the MRO does not find appropriate medical justification for the positive Laboratory findings, he shall prepare a written report to the Program Director. Upon notification to the employee of a positive finding, the employee shall be provided with the Laboratory report (as described in part V, 5.4, above) and the MRO's written report.

The employee also shall be provided with a written notice of their right to have the second sample (Sample B) independently tested as described below.

**6.4 Retesting**

When the MRO has confirmed a positive test result, the employee or their representative may request that a GC/MS test of Specimen B be conducted at an independent lab of the employee's choice as described in Appendix A. The District shall pay for retesting.

If the test results are positive, an independent Medical Review Officer selected and compensated by the employee or their representative will review the findings and interview the employee (at the employee's option). The independent MRO will prepare an advisory report to be given to the Drug Abuse Program Director with a copy to the employee.

If the test results from the independent lab are negative, no further action will be taken. If the test results from the independent lab are positive, no further independent testing will be allowed.

**6.5 Referrals by the Medical Review Officer Not a Bar to Disciplinary Action**

The Medical Review Officer may counsel the subject regarding follow-up care by competent medical authority and, if requested, furnish referrals. Such actions by the Medical Review Officer shall not prohibit, or be considered as a replacement for, any disciplinary action by the District. Members having a positive drug test result shall remain subject to discipline up to and including discharge, irrespective of any counseling or treatment.

## APPENDIX A

### CONTRACT TOXICOLOGY LAB SERVICES

1. Quest Diagnostic Laboratory  
Van Nuys, California  
(818) 989-2520
2. Healthtech  
Long Beach, California  
(800) 716-7220
3. Or as mutually agreed by the employee and/or the employee's representative, and the District.

ATTACHMENT I  
 REASONABLE SUSPICION DOCUMENTATION  
 CHINO VALLEY INDEPENDENT FIRE DISTRICT

COMPLETED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

1. EVENTS CAUSING THE INVESTIGATION:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. INVESTIGATION:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. SPECIFIC BEHAVIOR AND/OR OBSERVATIONS CONSTITUTING EVIDENCE OF REASONABLE SUSPICION:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 SUPERVISOR OR MANAGER SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 BACK-IP DUTY CHIEF OR FIRE CHIEF SIGNATURE

\_\_\_\_\_  
 DATE

*NOTE: TWO SIGNATURES REQUIRED ABOVE.*

**ATTACHMENT D**

***Modified Duty Procedures***

Section 1. Objectives:

- 1.1 The Fire District has established this modified/transitional duty program with the following objectives:
  - a) To return all injured/ill employees to work as soon as possible without re-injury.
  - b) To support and enhance a safe work environment and reduce the number of employee lost workdays.
  - c) To increase communication with the injured employees and eliminate any perception of indifference on the part of the Fire District.
  - d) To diminish the feelings of unproductiveness which may accompany an employee's injury/illness and to build self- confidence and support for the injured/ill worker.
  - e) To perform tasks for the Fire District which can supplement or enhance services, while at the same time providing productive work for the injured/ill employee.
- 1.2 The modified/transitional duty program is designed to locate and assign modified/transitional duties to employees unable to perform their normal duties because of injury or illness. These assignments are temporary in nature and made with due regard to the needs of the Fire District and the condition of the employee, the interactive process between the District and the affected employee, and subject to the rights of the employee under the Workers' Compensation Act.
- 1.3 Modified/transitional duty assignments may be available for injured/ill workers regardless of whether the injury/illness was industrial or non-industrial. Given the potentially limited number of modified duty assignments available at any given time, the Fire District will make a concerted effort to avoid bumping employees already working on modified duty by someone more recently assigned to the program. This program is intended to maximize employee productivity consistent with the employees' limitations and capabilities during the recuperation phase and prior to their ability to return to full duty. The Fire District will make reasonable efforts to place all qualifying workers into the program. Modified/transitional duty assignments are not permanent placement.

Section 2. Application:

- 2.1 Employees assigned to modified/transitional duty assignments shall work within the specific limitations and restrictions described by the treating physician.
- 2.2 The injured/ill worker's physician shall complete the Modified/Transitional Duty Evaluation form (Attachment A) as follows:
- a) Industrial Injuries/Illnesses: For injuries/illnesses where the employee is treated and released with work restrictions, the evaluation form is to be completed by the attending physician and faxed or delivered to the Fire District by the first day of the employee's next scheduled work rotation. For serious illness/injury, a Fire district liaison will be assigned to assist the employee and family and will coordinate the completion of the evaluation form as the employee's condition warrants. A new evaluation form will be completed for each subsequent appointment with the treating physician and forwarded to the Fire District Human Resources Manager.
  - b) Non-Industrial Injury/Illness: The evaluation form must be completed and returned to the Human Resources Manager prior to consideration for any available modified/transitional duty assignment.
- 2.3 Upon receipt of the Modified/Transitional Duty Evaluation form, the Human Resources Manager will meet with the appropriate Deputy Chief/Program Manager to review the potential for a modified/transitional duty assignment consistent with any noted employee restrictions or limitations. The Human Resources Manager will also meet with the injured/ill employee and discuss the nature of the restrictions/limitations as well as any potential assignment.
- 2.4 If the employee is recommended for modified/transitional duty, the Human Resources Manager will complete the Return to Work Assignment Form (Attachment B) for review and action by the Fire Chief or designee. When approved for modified/transitional duty, the Human Resources Manager will notify the employee of their assignment and schedule.
- 2.5 Injured employees working modified/transitional duty assignments may remain on their normally assigned shifts (56 hour or a 4-10 schedule) for up to two weeks after their initial injury/illness. Employees who are approved for modified/transitional duty lasting longer than two weeks will be assigned to a 4-10 work schedule. While on modified duty, salary will be paid at the employee's regular bi-weekly rate of pay, to include any scheduled FLSA overtime, with the hourly rate adjusted according to their



- assigned tour of duty. Leave accrual rates earned and used will be calculated and administered on a pro-rata basis in accordance with the assigned work schedule based on the employee's accrual rates as defined in Article 10. Leave Provisions.
- 2.6 Time worked during modified duty assignments is credited as regular work hours and employees are not charged any leave credits when performing their assigned duties on a modified duty schedule.
- 2.7 Employees on non-industrial modified/transitional duty may use accumulated sick leave for any rehabilitation, therapy, physician's visits, or other treatment prescribed by the treating physician. Paid leave required by applicable state law shall not be deducted from the employee's sick leave balance.
- 2.8 While on modified/transitional duty status, employee physical activity will be restricted to those activities specifically approved by the treating physician. What hours, and whether or not an employee shall be required to work modified duty, shall be dependent upon, but not necessarily limited to:
1. Availability of modified duty work.
  2. Restrictions/limitations placed on the employee by the treating physician.
  3. Availability of supervisory staff.
  4. Modified duty assignments will be adjusted to accommodate related physician's visits and physical therapy.
  5. Vacations may be taken during a modified/transitional duty assignment.
- 2.9 It is the Fire District's and CFA's desire to ensure employees assigned to modified duty are provided with productive and meaningful work assignments. Examples of typical modified duty assignments include, but are not limited to,
- a) Legal research
  - b) Updating District manuals
  - c) Fire Prevention inspections and related duties
  - d) Assist with Training Officer duties
  - e) Assist with Battalion Chief duties

- f) Mapping and/or Pre-Plan projects
- g) Assist Captains with Administrative assignments
- h) Assist Finance with procurement/budget projects

2.10 Modified/transitional duties, as listed above, should conform to the following:

- a) The assignment is not demeaning or punitive.
- b) The assignment should benefit the injured employee by giving them an opportunity to return to work and benefit the District by providing supplemental tasks, enhancing services, or having tasks accomplished which may not have been completed without additional cost.

2.11 Modified/transitional duty assignments shall end upon:

- 1. When the treating physician releases the employee from all medical restrictions that have prohibited him/her from returning to full duty assignment.
- 2. The injured worker's placement in a rehabilitation plan due to permanent disability.
- 3. The lack of work identified by the District as suitable for modified duty.

2.12 Modified/transitional duty assignments are temporary and analyzed on a case by case basis in regards to duration..

2.13 There shall be no unlawful discriminatory treatment in the application of modified/transitional duty assignments between industrial and non- industrial injuries, nor loss of promotional opportunity.

2.14 Employees that are on Modified Duty leave must address any trades that are calendared during their leave. See Article 22. Shift Exchange