

Rule 7: Work Performance

7.1 Purpose

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

7.2 Standards

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

7.3 Duty of District

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

7.4 Employee Responsibility

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

7.5 Performance Evaluations

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

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

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

7.6 Use

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

7.7 Appeal

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

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

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

Rule 8: Leave Provisions

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

8.1 Sick Leave

(A) *Definition*

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

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

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

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

(B) *Accumulation*

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

(C) *Compensation*

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

(D) *Administration*

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

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

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

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

(E) Workers' Compensation

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

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

(F) Separation

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

(G) Conversion

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

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

8.2 Vacation Leave/Annual Leave

(A) *Definition*

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

(B) *Accumulation*

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

(C) *Administration*

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

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

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

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

8.3 Holiday Leave

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

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

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

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

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

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

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

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

8.4 Compulsory Leave

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

8.5 Military Leave

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

8.6 Political Leave

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

8.7 Special Leaves of Absence Without Pay

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

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

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

8.8 Jury Duty Leave

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

8.9 Examination Time

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

8.10 Witness Leave

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

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

8.11 Blood Donations

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

8.12 Benefit Date

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

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

8.13 Family, Medical and Pregnancy Disability Leave(s)

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

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

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

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

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

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

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

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

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



Rule 9: Work Assignments, Promotions and Demotions

9.1 Assignments

(A) *Temporary Assignments*

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

(B) *Assignment to Vacant Higher Position*

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

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

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

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

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

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

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

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

(C) Dual Appointments

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

9.2 Promotion

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

9.3 Demotion

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

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

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

9.4 Voluntary Demotion

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

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

9.5 Job Change

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



Rule 10: Separations

10.1 Automatic Resignation

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

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

10.2 Resignation

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

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

10.3 Reemployment

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

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

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

10.4 Layoff

(A) Definition

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

(B) Cause

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

(C) Policy

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

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

(D) Notification

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

(E) Order

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

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

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

(F) Procedure

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

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

(G) Reinstatement

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

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

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

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

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

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

(H) Exception to Order

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

(I) Qualification Requirement

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

