

Those persons wishing to speak on any item, whether or not it is included on the agenda, are requested to fill out and submit to the Clerk of the Board a "Request to Speak" form. Thank you.

It is the intention of the Chino Valley Independent Fire District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Chino Valley Independent Fire District will attempt to accommodate you in every reasonable manner. Please contact the Administration Office (909) 902-5260 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the District's Administrative Headquarters, 14011 City Center Drive, Chino Hills, CA 91709.

**CHINO VALLEY INDEPENDENT FIRE DISTRICT**  
***Special Meeting - Standing Committee Meeting***  
***Human Resources Committee***

Administrative Headquarters  
14011 City Center Drive  
Chino Hills, CA 91709  
9:30 a.m. - Open Session

**AGENDA**

ROLL CALL

FLAG SALUTE

INVOCATION

Chaplain Keith Roby

PUBLIC COMMUNICATIONS

This is the time and place for the general public to address the Committee about subjects that do not appear elsewhere on the agenda. The public may address items on the agenda at the time addressed by the Committee.

Due to Board policy and Brown Act requirements, action may not be taken on any issue on the agenda. When you address the Board, please state your name and address (optional) prior to making your remarks. Please limit your comments to 3 minutes.

MINUTES

1. Minutes - August 29, 2022 - Meeting

OLD BUSINESS - None

NEW BUSINESS

2. ALTERNATIVE DISPUTE RESOLUTION (ADR) AGREEMENT

Purpose is for the Human Resources Committee to review the final draft of the Alternative Dispute Resolution (ADR) agreement between the Chino Valley Fire District and the Chino Valley Professional Firefighters Association (CVPF). There are no costs associated with the approval of the ADR.

ADJOURNMENT

I, Angela Robles, Clerk of the Board, on behalf of the Board of Directors, do hereby certify that a copy of this agenda has been posted by 6:00 p.m., on Friday, July 7, 2023.

*Angela Robles*

Angela Robles, Clerk of the Board

**CHINO VALLEY INDEPENDENT FIRE DISTRICT**

**NO STAFF REPORT**

Minutes - August 29, 2022 - Meeting

**ATTACHMENTS:**

Minutes - August 29, 2022 - Meeting

**CHINO VALLEY INDEPENDENT FIRE DISTRICT**  
*Special Meeting - Standing Committee Meeting*  
*Human Resources Committee*

Administrative Headquarters  
14011 City Center Drive  
Chino Hills, CA 91709

Monday, August 29, 2022  
9:00 a.m. Committee Meeting

**MINUTES**

TELECONFERENCE MEETING ANNOUNCEMENT

Director Ramos-Evinger opened the meeting at 9:00 a.m. and stated that in accordance with AB361, the Chino Valley Fire District will hold this special committee meeting remotely. The process was explained for members of the public to participate in the meeting and provide public comment. Director Ramos-Evinger also announced that the meeting would be recorded.

ROLL CALL

Director Sarah Ramos-Evinger  
Director Harvey Luth  
Fire Chief Dave Williams  
Deputy Chief Jeremy Ault  
Deputy Chief Carlos Skibar  
Acting Deputy Chief Dean Smith  
Human Resources Director Anthony Arroyo  
Finance Director Mark Shaker  
Acting Clerk of the Board Sandra Escudero

FLAG SALUTE

Director Harvey Luth led the flag salute.

INVOCATION

Chaplain Henry Aguilar provided the invocation.

CHANGES TO THE AGENDA

Acting Clerk of the Board Sandra Escudero stated that there were no changes to the agenda.

PUBLIC COMMUNICATIONS

None.

MINUTES

1. Minutes – July 25, 2022 Meeting

The Committee agreed to file the minutes, as presented.

OLD BUSINSESS

None.

NEW BUSINESS

2. REORGANIZATION OF CLERK OF THE BOARD OFFICE TO INCLUDE RECLASSIFICATION OF ADMINISTRATIVE SECRETARY (CONFIDENTIAL) POSITION AND RECLASSIFICATION OF ONE OFFICE TECHNICIAN POSITION; AND UPDATE AND AMEND THE JOB CLASSIFICATION FOR CLERK OF THE BOARD POSITION

Purpose is for the Human Resources Committee to review and discuss a reorganization of the office of the Clerk of the Board to include reclassification of the position of Administrative Secretary (Confidential) to Deputy Clerk of the Board (Confidential) and reclassify one Office Technician position to Records Technician; and update and amend the job classification and salary table of the position of Clerk of the Board.

Report by Human Resources Director Anthony Arroyo.

Human Resources Director Anthony Arroyo stated that the reason for this item is to reorganize the Clerk of the Board department by reclassifying two positions specifically the Administrative Secretary (Confidential) to Deputy Clerk of the Board and one Office Technician to Records Technician and, lastly, to reduce the salary of the Clerk of the Board due to future reassignment of duties.

It is recommended that the Human Resources Committee review and discuss a reorganization of the office of the Clerk of the Board, reclassification of positions and salary adjustments, and provide direction to staff.

There were no requests from the public to address the Committee on this item.

The Committee reviewed the job descriptions and requested clarification on the role of the office of the Clerk of the Board with regard to elections and Fair Political Practices Commission filings. Additionally, the Committee requested copies of the current and proposed job descriptions be attached to the staff report in the future for reference.

Acting Clerk of the Board Sandra Escudero shared with the Committee that the Clerk of the Board administers the biannual update of the District's Conflict of Interest Code as well as the Statement of Economic Interest Form 700 filings. Additionally, issues reminders of campaign filing statements and is authorized to issue nomination papers during an election nomination filing period.

The Human Resources Committee agreed to move this item to the Full Board for approval as a New Business item.

3. REVIEW PROPOSED AMENDED FULL-TIME ASSISTANT TO THE FIRE CHIEF JOB DESCRIPTION

Purpose is for the Human Resources Committee to review and discuss a proposed amendment to the education requirements of the job description for the position of Assistant to the Fire Chief.

Report by Human Resources Anthony Arroyo.

Human Resources Director Anthony Arroyo stated that when he reviewed the job description for the Assistant to the Fire Chief he discovered that the approved job description required a college degree but, in his experience, he believes that the position requires more of a high level of experience rather than a college degree.

Human Resources Director Anthony Arroyo reported that HR is proposing to eliminate the need for a college degree and focus more on the 5-year government experience with 2-years of management or supervisor experience. He also reported that they anticipate this will expand the reach when the position opens up for recruitment sometime in September.

It is recommended that the Human Resources Committee authorize the attached amended job description with the proposed changes to the full Board for approval.

There were no requests from the public to address the Committee on this item.

Director Ramos-Evinger asked for Committee comment.

Director Luth stated he appreciated the recommendation.

The Human Resources Committee agreed to move this item to the Full Board for approval as a New Business item.

ADJOURNMENT

The meeting was adjourned at 9:18 a.m.

**CHINO VALLEY INDEPENDENT FIRE DISTRICT  
STAFF REPORT**

**DATE: JULY 10, 2023**

**TO: HUMAN RESOURCES COMMITTEE**

**FROM: DAVE WILLIAMS, FIRE CHIEF**

**SUBJECT: ALTERNATIVE DISPUTE RESOLUTION (ADR) AGREEMENT**

**PURPOSE:**

Purpose is for the Human Resources Committee to review the final draft of the Alternative Dispute Resolution (ADR) agreement between the Chino Valley Fire District and the Chino Valley Professional Firefighters Association (CVPF). There are no costs associated with the approval of the ADR.

**DISCUSSION:**

State law permits employers and labor unions to create alternative dispute resolutions (commonly referred to as “carve out” programs) to address certain aspects of the workers’ compensation cases where disputes may arise. Recently, members of CVPF requested that Human Resources meet to discuss the possibility of creating an ADR/carve out to the workers’ compensation system as it relates to firefighter personnel.

The alternative dispute resolution program is designed to: 1. Streamline the time it takes for work-related injured employees to receive appropriate evaluations and medical treatment; 2. Provide an opportunity for early involvement of a nurse case manager to assist the injured worker throughout the workers’ compensation process and help to facilitate the return to work process; and 3. If necessary, implement a mediation process to reduce the cost and time associated with any court appearances and to resolve certain disputed workers’ compensation matters in an expedited fashion.

Over the last few months, the program’s criteria has been outlined and agreed upon by all parties. Upon approval of the Human Resources Committee, the Board of Directors, and CVPF, the program will be submitted to the State’s Department of Industrial Relations for approval prior to implementation. The management team of the Chino Valley Fire District has worked closely with representatives of the Chino Valley Firefighters Association to design and establish an ADR/carve out program that satisfies the interests of the CVFD and labor, and one that will meet the approval of the California Department of Industrial Relations, Division of Workers’ Compensation.

Upon authorization of the full Board of Directors, the agreement will be finalized with the District's third-party administrator, Intercare.

The ADR program is designed to expedite the delivery of workers' compensation benefits, reduce the number of lost work days, expedite physician visits and, we anticipate, save money. Some of the highlights of the ADR program components include:

- Panel of Physicians: A proposed panel of expert physicians from diverse medical specialties was mutually agreed upon. Physicians on this list are well-respected in their specific field. In addition, some of our injured workers have sought medical treatment from these physicians.
- Dispute Resolution: In order to expedite any medical disputes related to the injured worker, a list of independent medical examiners (IMEs) has been identified. As with the panel of physicians, these IMEs have been selected due to their specialty. Having a list of IMEs will expedite the process should there be a dispute determining the cause of injury, the nature and extent of the permanent disability, the employee's ability to return to work, etc.

Historically, the above two are main points are what contributes to the delay in the employee's return to work. Having these two main issues negotiated between CVFD and CVPF and in conjunction with Intercare, will assure a quick medical analysis and review of the employee's injury and a quicker process to assure the employee is able to return to work.

When the ADR program is implemented, we believe it will have the following impact on the District's workers' compensation cases for fire personnel:

- Ensure prompt and appropriate medical care
- Improve morale
- Reduce the amount of California Labor Code Section 4850 payments and temporary disability
- Reduce the amount of loss time from work
- Reduce overtime
- Reduce disputes and litigation
- Facilitate a safe and prompt return-to-work and sustained employment

The ADR is being recommended solely for the fire personnel. The reason being is that the state-mandated salary protection for injured safety officers are such that employers must continue full salary and benefits for up to one year. In addition, due to the required constant staffing, overtime costs add to the total cost of an injured employee being off work. There aren't any mandatory salary continuation or staff replacement for non-safety personal.

If the ADR agreement is approved by the full Board, CVPF will then vote on it. Once that vote is complete, the agreement will be sent to the California Department of Industrial Relations, Workers' Compensation Division for approval. It is estimated this process will take approximately six weeks.

## **RECOMMENDATION:**

It is recommended that the Human Resources Committee review this request and authorize this item to



be presented for approval at the August 9, 2023 Board meeting.

**ATTACHMENTS:**

FFA ADR Agreement

**WORKERS' COMPENSATION  
ALTERNATIVE DISPUTE RESOLUTION AGREEMENT  
BETWEEN DISTRICT OF CHINO VALLEY FIRE DISTRICT AND  
CHINO VALLEY PROFESSIONAL FIRE FIREFIGHTERS,' LOCAL 3522**

This Workers' Compensation Alternative Dispute Resolution Agreement ("Agreement") is entered into by and between the District of Chino Valley Fire District ("District") and the Chino Valley Professional Fire Firefighters' Association, Local 3522 ("CVPF") (collectively, "parties"). This Agreement is created pursuant to California Labor Code Section 3201.7(a)(3)(C).

Nothing in this Agreement diminishes the entitlement of a covered employee to compensation payments for total or partial permanent disability, total or partial temporary disability, or medical treatment fully paid by the employer as otherwise provided for in Division 4 of the California Labor Code ("Workers' Compensation Law"), nor to California Labor Code Section 4850 benefits. Nothing in this Agreement denies to any covered employee the right to representation by counsel at all stages during this alternative dispute resolution process.

**Article I: Purpose**

The purpose of this Agreement is:

To provide covered employees and retirees, as defined in Article III, paragraph A below, claiming compensable injuries under Workers' Compensation Law, with an alternative dispute resolution process with the intent of expeditiously resolving disputes.

This purpose will be achieved by utilizing an exclusive list of agreed-upon medical providers ("Independent Medical Evaluators" or "IMEs") to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with California Labor Code Section 3201.7(a)(3)(C).

The District and CVPF negotiated this Agreement with the intent of forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) District staff members to be determined and designated in writing to the CVPF by the District/Fire Management and two (2) CVPF representatives to be determined by the CVPF President.

The purpose of the JLMC is to develop and maintain the exclusive list of Independent Medical Examiners; develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee; and to ensure that the program terms and conditions are administered in harmony with this Agreement.

Now, therefore, in consideration of the mutual terms, covenants, and conditions herein, the parties agree as follows:

**Article II: Term of Agreement**

The parties understand that this Agreement governs a pilot program and that this Agreement shall become effective on or after it is approved by the Board of Directors, and executed by the parties, and submitted to the Administrative Director (“Director”) of the State of California, Department of Industrial Relations, Division of Workers’ Compensation, in accordance with Title 8, California Code of Regulations, Section 10202(d), and accepted by the Director as evidenced by the Director’s letter to the parties indicating approval of the Agreement. This Agreement shall remain in effect for one year from the date of the Director’s letter of approval to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury that is covered by this Agreement and sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, or by mutual agreement, or by act of the Legislature. The terminating party must give at least 30 calendar days written notice to the other party of the intent to terminate. The parties agree to meet and confer in good faith to try and resolve the issues underlying the proposed termination of the Agreement prior to the Agreement’s termination. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable California Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

### **Article III: Scope of Agreement**

A. This Agreement applies only to injuries, as defined by Workers’ Compensation Law, claimed by the following (referred to herein collectively as “covered employees”): 1) active District employees who are members of CVPF; 2) retirees of the District who are members of CVPF who claim a presumptive injury as defined by California Labor Code Section 3212 et seq.; and 3) active District employees who are members of CVPF and who file a claim and subsequently retire before the claim is resolved. Retirees who filed claims while they were active employees are covered under this Agreement only for the purposes of petitions to reopen a pre-existing claim unless covered under section 2) of this paragraph A.

B. Active employees and retirees with an existing claim filed prior to the effective date of this Agreement (pre-existing claim) that have not already had a medical-legal evaluation under the State’s AME/QME system may request to resolve their claim under the provisions of this Agreement. Such requests should be made in writing to the District’s third-party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie with both the District and CVPF. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this Agreement. The scope of this Agreement does not apply to retirees that have a future medical dispute that is outside the five-year statute of limitations of Labor Code Section 5804.

C. Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

D. This Agreement is restricted to 1) establishing an exclusive list of IMEs to be used for medical dispute resolution of covered employees, and 2) establishing a process for informal legal discovery in accordance with Article V. For purposes of this Agreement, a “claimed injury” is one for which either a Workers’ Compensation Claim Form DWC-1 or an Application for Adjudication of Claim has been filed with the Workers’ Compensation Appeals Board (“WCAB”).

#### **Article IV: Expedited Independent Medical Evaluator Process**

A. This Agreement does not constitute a Medical Provider Network (“MPN”). Physicians who act as a covered employee’s treating physician or have provided treatment to the covered employee shall not act as the IME in the covered employee’s claim. Pre-designation of a physician must comply with the requirements set forth in California Labor Code Section 4600(d)(1)-(2)(C).

B. All covered employees with a disputed medical issue as described in Article IV, paragraph D below must be evaluated by an approved physician from the exclusive list of IMEs. Attached hereto as Exhibit A is the exclusive list of IMEs agreed upon by the parties. Should the covered employee claim injuries requiring more than one IME specialist, the covered employee shall be provided an IME appointment in each area of specialty, if necessary. If the IME requires the opinion of an additional sub-specialist, the IME shall advise the claims examiner, who shall then select an approved medical provider in the requested specialty from the agreed-upon IME list. The IME may not refer the covered employee to the covered employee’s treating physician for this purpose. The consulting sub-specialist’s charges are subject to the Official Medical Fee Schedule promulgated by the California Division of Workers’ Compensation administrative director.

C. The exclusive list of IMEs shall include the IMEs’ respective specialties as agreed upon by the parties.

D. An IME shall be used for all medical disputes that arise in connection with a workers’ compensation claim including, but not limited to, determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, work restrictions, ability to return to work (including transitional duty), resolution of all disputes arising from utilization review (UR), and future medical care, including the need for spinal surgery. The parties agree that the covered employee shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this Agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Article IV, paragraph I. 5., below.

E. The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article IV, paragraph D above. A denial of the claim automatically creates a dispute and triggers the IME process. A delay letter to the claim gives the covered employee the basis to file a written objection thereby triggering the IME process. A delay letter, without objection, will not automatically trigger the IME process. Objections from the District shall be sent to the covered employee with a copy to the covered employee’s legal representative, if represented, and if the covered employee/legal representative gives notice to the District that the covered employee is represented. Objections from the covered employee or

covered employee's legal representative shall be sent to the covered employee's assigned claims examiner with a copy to the District and District's legal representative, if applicable.

F. Objections shall be sent within 30 calendar days of receipt of a medical report addressing any of the issues set forth above. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the IME process set forth in this Agreement.

G. The exclusive list of IMEs shall serve as the exclusive source of medical evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the parties in writing.

H. The parties hereby agree that from time to time the exclusive list of IMEs may be amended. For either party to propose adding an IME to the exclusive list of IMEs, the party must provide notice, in writing, to the other party of its request to add a physician to the list. The parties must mutually agree in writing to the addition of physicians to the IME list. A physician may only be deleted from the exclusive list of IMEs if that physician breaches the terms and conditions of his/her contract with the District or by written mutual agreement of the parties. The exclusive list of IMEs shall be reviewed quarterly, or as otherwise agreed upon, by both parties for proposed additions and/or deletions of IMEs. Any physician proposed for addition or deletion after the quarterly review period will be reviewed at the next scheduled quarterly review period.

#### I. Appointments

1. The District's Third-Party Administrator ("TPA") shall schedule any appointment(s) between the IME and covered employee and provide notice of the appointment(s) to the covered employee within 10 business days of the date of receipt of the objection. The notice of the appointment shall include the location, date, and time of the appointment.

2. The covered employee shall be responsible for providing the District's TPA with his/her work schedule prior to an appointment being made, so that appointments can be made, if possible, during a covered employee's non-working hours.

3. Compensation for attending medical appointments under this Agreement shall be consistent with California Labor Code requirements.

4. Mileage reimbursement to covered employees shall be in accordance with California Labor Code Section 4600(e)(2) unless transportation is provided by the District.

5. For purposes of appointments, the District's TPA shall select the IME(s) by starting with the first name listed on the exclusive list of IMEs within the appropriate specialty, and continuing down the list, in order, until the list is exhausted, at which time the District's TPA will resume using the first name on the list. Said list of IMEs shall be organized in alphabetical order by the IMEs' last names. IMEs that cannot meet the appointment timeframes designated in the Physician Contract shall be bypassed for the next available IME on the list. The TPA will maintain a log of the

number of disputed claims, the type of disputes, the type of body part claimed, the time frames for setting IME appointments and receiving the IME report and the dispute outcomes.

6. The IME shall submit the medical reports 30 calendar days following examination of the covered employee, pursuant to the terms of the IME's contract, unless a longer period of time is agreed to by the parties.

J. The District is not liable for the cost of any medical examination used to resolve disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement. Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this Agreement, notwithstanding California Labor Code Section 4605.

K. Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties, before the WCAB.

L. The District's TPA shall provide to the IME records prepared or maintained by the covered employee's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The District's TPA shall prepare a list of all documents provided to the IME and shall serve a copy of the list on the covered employee and/or on his/her legal or other representative.

M. All communications with the IME shall be in writing and shall be served by the opposing party. This provision does not apply to oral or written communications by the covered employee or, if the covered employee is deceased, the covered employee's dependent, in the course of the covered employee's examination or at the request of the IME in connection with the examination.

N. If either party disputes a medical finding of the IME, they shall notify the other party of this dispute by way of written objection within 14 calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

## **Article V: Discovery**

A. Covered employees will cooperate and provide the District's TPA with fully executed medical, employment and concurrent employment releases, disclosure statements, and any other documents and information reasonably necessary for the District to resolve the covered employee's claim, when requested, subject to the limitations set forth in the CCP, Labor Code and FFBR. If the covered employee fails to return the executed releases and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) within 20 calendar days prior to setting a medical evaluation. This Article does not supplant or diminish the parties' rights to pursue or contest discovery issues pursuant to the remedies provided in the California Labor Code or by the WCAB.

B. This Agreement does not preclude a formal deposition of a covered employee or IME when necessary pursuant to the right of discovery in accordance with applicable provisions of law. The need for a formal deposition may delay the scheduling of an

appointment with an IME until the deposition has been completed. Attorney's fees for depositions of covered employees shall be paid at a rate consistent with California Labor Code Section 5710. This rate of reimbursement for attorney's fees for depositions of covered employees is subject to an annual review to determine if adjustments to said rate of reimbursement should be made. There shall be no attorney's fees for depositions of IMEs or other physicians. The parties agree to a rate of \$375/hour.

**Article VII: General Provisions**

- A. This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.
- B. This Agreement, including all attachments and exhibits, shall not be amended, nor are any provisions waived, except in writing signed by the parties which expressly refers to this Agreement. Any dispute regarding the terms of the agreement will be resolved by the JLMC.
- C. If any portion of this Agreement is found to be unenforceable or illegal, the remaining portions shall remain in full force and effect.
- D. Notice required under this Agreement shall be provided to the parties as follows:  
DISTRICT: Anthony Arroyo, HR Director  
CVPF: John Ferrone Esq., Ferrone Ferrone Law Group

Executed at Chino, California.

**CHINO VALLEY FIRE DISTRICT:**

\_\_\_\_\_  
District Manager

Date: \_\_\_\_\_

**CHINO VALLEY PROFESSIONAL FIRE FIREFIGHTERS,' LOCAL 3522:**

\_\_\_\_\_  
President

Date: \_\_\_\_\_