

# **MEMORANDUM OF AGREEMENT**



**Between the  
Ventura County  
Fire Protection District**

**and the**

**Ventura County Professional  
Firefighters Association**

**August 1, 2021 – July 31, 2024**

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## **ARTICLE 1 PREAMBLE**

This Memorandum of Agreement (hereinafter referred to as "Agreement") between the Ventura County Fire Protection District (hereinafter referred to as "District") and the Ventura County Professional Firefighter's Association (hereinafter referred to as "Association" or "VCPFA") summarizes the full and complete agreement reached concerning wages, hours, and working conditions.

## ARTICLE 2 TERM

- Sec. 201 TERM: This Agreement shall be effective August 1, 2021, and shall remain in full force and effect until 11:59 p.m., July 31, 2024.
- Sec. 202 SUCCESSOR AGREEMENT: In the event either party desires to negotiate a successor Agreement, that party shall, no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration date specified in Section 201, serve upon the other its written request to negotiate as well as its initial written proposals for such successor Agreement. Negotiations shall begin within two weeks following receipt of the request to negotiate.
- Sec. 203 DISTRIBUTION: Each work-site shall be provided a copy of this Agreement within thirty (30) days of implementation. The current Agreement shall be posted on the VCFPD Firenet Website for reference within the same time frame.
- Sec. 204 This Agreement shall be binding upon any other employee organization which, during the term of this Agreement, succeeds the VCPFA as the authorized employee organization.

### **ARTICLE 3 IMPLEMENTATION**

This Agreement shall not be binding upon either of the parties unless and until ratified by the membership of VCPFA and approved by the District's Board of Directors. Following approval by the Board of Directors, it shall enact necessary amendments to all ordinances required to implement the full provisions of this Agreement.

## ARTICLE 4 RECOGNITION

The Association is the official recognized bargaining representative for the below listed classifications, and this Agreement shall only apply to persons employed in the following classifications:

Sec. 401

### Firefighter Unit:

Firefighter Trainee (00779)  
Firefighter (00770)  
Fire Captain (00750)  
Fire Crew Supervisor (00369)  
Fire Equipment Operator (00765)  
Fire Engineer (00760)  
Fire Investigation Specialist (01048)  
Fire Prevention Officer - Non-Safety (01782)  
Fire Inspector I (01572)  
Fire Inspector II (01570)  
  
Sr. Fire Inspector - Non-Safety (01569)  
Fire Systems Engineer - Non-Safety (00898)  
Hazardous Materials Specialist (01377)

### Auxiliary Unit:

Fire Control Worker (00324)  
Senior Fire Control Worker (00325)

Sec. 402 The terms "firefighter(s)", "safety member(s)" or "employee(s)", as used in this Agreement shall refer only to persons employed by the District in said bargaining units. The terms "he" or "his" as used in this Agreement shall refer to all employees, regardless of sex. The terms "Fire Chief," "Appointing Authority," and "Agency/Department Head," shall refer to the Fire Chief and/or his duly authorized designee.

Employees who are not safety members shall have all benefits afforded by this Agreement with the exception of Retirement and Industrial Leave. Retirement and Industrial Leave benefits shall be as a non-safety member.

## ARTICLE 5 SALARY PLAN

### Sec. 501 HOURLY RATE OF PAY ADJUSTMENTS:

#### A. GENERAL SALARY INCREASES:

Effective August 8, 2021, the base hourly rate range of each classification covered by this Agreement, and the base salary/hourly rate of pay of each represented employee therein, shall be increased by two and one-half percent (2.50%).

Effective August 21, 2022, the base hourly rate range of each classification covered by this Agreement, and the base salary/hourly rate of pay of each represented employee therein, shall be increased by two and one-half percent (2.50%).

Effective August 20, 2023, the base hourly rate range of each classification covered by this Agreement, and the base salary/hourly rate of pay of each represented employee therein, shall be increased by two percent (2.00%).

#### B. MARKET-BASED ADJUSTMENTS:

1. Effective August 22, 2021, the base salary/hourly rate range of each classification covered by this Agreement and the base salary/hourly rate of pay of each individual employed in such classifications will be increased by one percent (1%).

2. Effective September 04, 2022, the base salary/hourly rate range of each classification covered by this Agreement and the base salary/hourly rate of pay of each individual employed in such classifications will be increased by one half percent (0.5%).

### Sec. 502 RETIREMENT CONTRIBUTIONS:

A. All employees covered by this Agreement shall contribute as retirement contributions an amount equal to one-half of the normal cost rate of the applicable retirement formula. Any required amounts in excess of the required member contribution shall be contributed pursuant to the cost-sharing provision set forth in Government Code section 31631.5.

Thereafter, the normal cost rate shall be subject to actuarial adjustments whereupon the employee will continue to contribute one-half ( $\frac{1}{2}$ ) of the adjusted normal cost rate.

B. Pursuant to Section 414(h)(2) of the Internal Revenue Code, the County shall declare that it is "picking up" the entire required member contribution so as to cause the taxable income of each represented employee to be reduced by the amount of the "pick up." Therefore, for taxation purposes, this "pick up" shall not be regarded as ordinary income in accordance with Section 414(h) of the United States Internal Revenue Code.

Sec. 503 The District shall make an on-going biweekly contribution to a trust fund established by VCPFA to pay health insurance premiums for eligible future Firefighter Unit retirees and dependents in an amount equal to the entire amount saved by the District by virtue of a previous one percent (1.00%) salary reduction, including all roll-ups, for all employees except those in the Fire Auxiliary Unit.

The District will treat these contributions as ordinary income unless VCPFA provides the District with a legal opinion that the trust fund established by VCPFA is qualified under the Internal Revenue Code for tax deferred status, and that the contributions made to the trust by the District are not includable in the gross income of employees whose salaries would be reduced at the time the contributions are made.

Upon the exercise of this option, VCPFA agrees to allow the District to audit the books and records of the trust it establishes, at the District's request, and to indemnify, defend and hold the District harmless from any and all liability, claims, demands, suits or any other loss, damage or injury to persons or property arising from or related to the provisions of this paragraph, including income tax withholding liabilities or tax penalties. All monies refunded to the District by any trust established pursuant to this paragraph shall be distributed on a pro-rated basis in the form of salary, less normal deductions, to those employees whose salaries were reduced to enable the District to make the contributions to the trust.

Sec. 504 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall receive compensation within the pay range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in this Agreement.

Sec. 505 REGULAR PAY DAY: Employees shall be paid on or about the Friday following the end of the biweekly pay period.

Sec. 506 TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated prior to the expiration of the biweekly pay period, the compensation due such person shall be paid no later than the next scheduled pay day following termination.



Sec. 507 PAY RANGE CHANGES: Whenever a higher pay range is assigned to a classification, an employee holding a position in such classification shall have his rate of pay increased by the percentage increase to the classification's pay range, provided that no rate of pay shall be lower than the minimum of the new pay range established for that classification. The employee's probation hours needed and/or merit increase hours needed shall not change in such an adjustment. Whenever a pay range is assigned to a classification which previously was compensated on a flat rate, an employee shall either retain the rate of pay he held immediately prior to the establishing of such pay range or receive the minimum of the pay range established for the classification, whichever is greater.

Whenever the County Executive Officer furnishes reasonable proof that an employee whose classification was previously compensated on a flat rate is deserving of a higher placement in the newly established pay range than the minimum of such range, the Board may authorize an adjustment to any point in the pay range assigned to the classification. The employee's probation hours needed and/or merit increase hours needed shall not be affected by such adjustment.

Whenever a lower pay range is assigned to a classification, an employee holding a position in that class shall receive the same rate of pay he was receiving on the day preceding the effective date of the new range, if such rate of pay is within the newly established pay range. In all other instances, whenever a lower pay range is assigned to a classification, an employee holding a position in the class whose rate of pay immediately preceding the effective date of the new range was in excess of the maximum of the new range, then such employee shall receive the maximum of the new range, except as provided for in Section 521. The probation hours needed and/or merit increase hours needed of an employee classification shall not be affected by such adjustment.

Sec. 508 PAY ON "Y" RATING: When an employee is "Y" rated, his rate of pay immediately prior to the date of downward reclassification is frozen and may not be increased until the maximum of the pay range assigned his new classification exceeds the rate of pay he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing approximately a five percent (5%) increase in his/her rate of pay and shall retain the probation hours needed and/or merit increase hours needed that was in effect immediately prior to the establishment of the "Y" rate.

Sec. 509 PRIORITY OF INCREASES: Whenever a general increase, a merit increase, a higher pay range or pay range placement, a promotional pay increase or any combination thereof are effective on the same date, the rate of pay to which an employee is entitled shall be fixed as follows: to the rate of pay received by the employee on the preceding day shall first

be added any general increase, then any higher pay range or pay range placement, then any merit increase, and then any promotional increase.

Sec. 510 PAY ON DEMOTION OF A PROMOTIONAL PROBATIONARY EMPLOYEE: A promotional probationary employee demoted to the class he formerly occupied in good standing shall have the rate of pay, probationary status, and probation hours needed and/or merit increase hours needed he would have achieved if he had remained in the lower class throughout the period of his service in the higher class.

Sec. 511 PAY ON DEMOTION: Whenever a regular employee is demoted to a position in a lower class in which he has previously held status because of reasons other than unsatisfactory performance, the employee shall be placed at the step he would have attained in his previous pay range had the employee not been promoted. The employee shall retain his probation hours needed and/or merit increase hours needed.

Sec. 512 MERIT INCREASES WITHIN THE PAY RANGE: Merit increases within a range shall not be automatic. They shall be based on merit and shall require the written approval of the Appointing Authority, setting forth the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase to the next higher step in the pay range for the class unless the employee is already at the top step of the range in which case no adjustment shall occur.

Sec. 513 TIME FOR MERIT ADVANCEMENTS: A newly appointed, re-employed, promoted or appointed employee may qualify for:

- A. An initial merit advancement within the pay range upon serving at least 1,040 (40-hour employees) or 1,456 (56-hour employees) compensable hours excluding overtime in that class.
- B. Succeeding merit increases within the pay range upon serving each additional 2,080 (40-hour employees) or 2,912 (56-hour employees) hours of compensable service excluding overtime in that class.
- C. All approved merit increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.

Sec. 514 MERIT REVIEW: At least one (1) pay period prior to an employee qualifying for a merit increase consideration, the Appointing Authority shall notify the Director-Human Resources and the employee in writing of his decisions regarding approval or denial of a merit increase. In all cases, the recommendations of the Appointing Authority shall be based on the determination of performance rating as previously discussed with the employee.

- Sec. 515 DENIAL OF MERIT INCREASE: If, after counseling by the employee's immediate supervisor relative to an employee's unacceptable performance, and in the Appointing Authority's judgment, the employee's performance does not warrant a merit increase upon meeting the time requirements of Section 514, the department/agency head may deny the increase and must complete the District performance evaluation rating form and shall set forth in writing within fifteen (15) days the specific reasons for such denial to both the employee and the Director-Human Resources. Any time prior to the employee qualifying for his next merit increase consideration the employee may request a review of his merit increase by the Appointing Authority, or, the Appointing Authority, by his own initiative, may review the matter. If the Appointing Authority concurs with the requested review or if the Appointing Authority independently initiates his own review, then the Appointing Authority shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is granted prior to completing at least 2,080 hours of compensable service after it was denied, that employee's next merit increase shall not be due until the employee has completed at least an additional 2,080 hours of compensable service from the first Sunday of the pay period in which the increase was finally granted.
- Sec. 516 CORRECTING ERROR IN OVERLOOKING MERIT INCREASE: Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight or system error, the Auditor-Controller shall compensate the employee for the additional hourly rate of pay he should have received dating from the first Sunday of the pay period after which he would have satisfied the merit increase hours requirement of Section 513 by adding said additional hourly rate of pay to the employee's next scheduled paycheck. In such cases the employee's current merit increase hours needed will be adjusted as needed.
- Sec. 517 PAY ON PROMOTION: When a regular employee is promoted to a position in a class having a higher pay range, the employee's rate of pay shall be adjusted as follows:
- A. To the first step of said higher pay range for the applicable class; or
  - B. If pursuant to Subsection A above, the employee's new rate of pay would be less than five percent (5%) above his previous rate, the adjustment shall be to the lowest step in the applicable pay range that assures no less than a five percent (5%) increase.
- Sec. 518 EFFECTIVE DATE OF PROMOTION: Whenever an employee is promoted, the effective date of his promotion shall be the first Sunday of the pay period following notification of the promotion unless the notification provides otherwise.

Sec. 519 TEMPORARY PROMOTION:

- A. A line assigned employee assigned to a higher classification by the Appointing Authority or his representative to fill a vacancy caused by sick leave or other approved leave (excluding combined leave) shall have their rate of pay adjusted to the first step of the range of said higher classification, commencing with the first shift. Such assignments shall be made from qualified employees as determined by their being on the appropriate promotional eligibility list. Such premium pay shall then be paid without additional approval for payment by the County.

A 40-hour work week employee assigned to a higher classification by the Appointing Authority or his representative to fill a vacancy caused by sick leave or other approved leave (excluding combined leave), and who serves in said higher classification for consecutive workdays aggregating eighty (80) hours, shall thereafter have his/her rate of pay adjusted to the first step of the range for said higher classification.

- B. Both 40-hour and line assigned employees shall receive their rate of pay as long as they continue to serve in said higher classification and shall be entitled to receive step increases within the range for the position as though they had been appointed on the day they began to receive the pay adjustment described in Subsection A above, as designated for the position. The waiting period shall apply each time a regular employee is assigned to a higher classification in this manner. Except that if the regular employee is subsequently promoted to that higher classification, without interruption, then such employee shall have his probation hours needed and/or merit increase hours needed adjusted as if the employee were originally promoted on the first day of the temporary assignment.
- C. A Paramedic who assumes a temporary promotion and is not assigned to the ALS program is not eligible for the Paramedic premium pay described in Section 607, but is eligible for the entitlements under Sections 811 and 1107. Said employees are required to maintain State Paramedic licensure.

Sec. 520 ADDITIONAL COMPENSATION TO SUPERVISORS: A person occupying a supervisory position shall receive compensation at a rate of seven and one-half percent (7 ½%) more per pay period than any one of his subordinates provided that:

- A. Both his Appointing Authority and the County Executive Officer find he is exercising substantial supervision of the subject subordinate

and that he is satisfactorily performing the full supervisory duties of his position; and,

- B. The organization is a permanent one approved by the County Executive Officer; and,
- C. Both the supervisor and the subordinate have been permanently appointed to full time positions; and,
- D. The classifications of both the supervisor's and subordinate's positions are appropriate to the organization and their duties.

Such compensation shall not be effective before the first day of the pay period during which the finding called for in paragraph "A" above is made. Where the subordinate is receiving a "Y" rate, or is for any other reason paid more than the base rate set for his classification, the supervisor's compensation shall be computed as if the subordinate were in fact receiving such base rate. Unless otherwise determined by the Director-Human Resources, such additional compensation shall be effective only for the period deemed necessary to maintain the salary of the supervisor at a rate of seven and one-half percent (7.5%) above that received by the subordinate. If the seven and one-half percent (7.5%) pay differential shall cease to exist due to merit increase, transfer, reassignment, reclassification, promotion, demotion, termination or any other contingency, then the rate of pay of the supervisor shall be adjusted to the rate he would have attained notwithstanding the provisions of this section. The effective date of said adjustment shall be the first day of the pay period following the change in the status of the subordinate. A change in the rate of pay or status of the supervisor shall invoke the Merit Increase sections of this Agreement and said section shall only be applied to the base rate of pay of the supervisor. The Director-Human Resources, at her discretion, may then apply the provisions of this section to a new base rate of pay accruing to any supervisor so affected. Policies and procedures relating to probation hours needed and/or merit increase hours needed are not affected by the provisions of this section.

Sec. 521 ADVANCED HOURLY RATE OF PAY PLACEMENT (LATERAL TRANSFERS): Upon the recommendation of the County Fire Chief and the Director-Human Resources, the County Executive Office may approve hiring a lateral transfer of an employee in the classification of Firefighter beyond the first step of the range. Reasonable proof must be presented that an applicant has qualifications deserving a starting hourly rate of pay higher than the first step of the salary range. Lateral transfers may not be hired into any classification except the classification of Firefighter.

## ARTICLE 6 PREMIUM PAY

### Sec. 601 BILINGUAL PREMIUM PAY:

#### Firefighter Unit:

Employees whose duties require the use of bilingual skills and who pass the language proficiency test established and administered by the Human Resources Division shall receive forty cents (\$.40) per hour compensated, not to exceed eighty (80) compensated hours for staff assigned personnel or one hundred twelve (112) compensated hours for line-assigned personnel, per biweekly pay period. Such premium pay shall be in addition to their base pay. During the term of this Agreement, the "use" requirement as previously defined by the Fire Chief shall be waived, and all employees that pass the proficiency test, regardless of station assignment, shall receive bilingual premium pay. All employees receiving said pay on December 29, 1984, shall continue to receive said pay during the term of their employment with the District, regardless of station assignment.

#### Auxiliary Unit:

Fire Control Workers and Senior Fire Control Workers whose positions require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Fire Chief, based upon the criteria established by, and subject to approval by, the Director-Human Resources. An employee's bilingual proficiency at Levels I and II shall be determined by an examination administered and certification issued by the Director-Human Resources or other approved county or city employer or educational facility at the employee's expense. Level III proficiency examinations shall be developed and administered solely by the Director-Human Resources. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Director – Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$ .65/hour
II	\$ .80/hour
III	\$ .90/hour

Employees in positions eligible to receive this premium pay shall receive the appropriate rate per hour compensated per biweekly pay period, not to exceed eighty (80) compensated hours per pay period.

Such premium pay shall be in addition to their base pay. To be eligible to receive this premium pay, upon the recommendation of the Agency/Department Head and the Director-Human Resources, the County Executive Officer must designate that such payment will be made.

A Joint Labor Management Committee shall be convened to study the bilingual standards, training and incentive amount. Any agreed upon changes will be implemented through an amendment to this Agreement.

Sec. 602 STANDBY PREMIUM PAY: Any employee in the District covered by this Agreement may be placed in a "stand-by" status at the discretion of the Duty Chief due to forecasted emergency conditions. Any such employee shall be compensated at the rate of one-fourth (1/4) his/her regular rate of pay, or twenty-five dollars (\$25.00), for each twenty-four (24) hour period, or fraction thereof, during which the employee is scheduled to be in a stand-by status, whichever sum provides the maximum benefit to the employee. No employee shall be paid for callback time and stand-by time simultaneously.

Sec. 603 Return To Duty: Employees who are called in to return to duty and report to work for one (1) hour or less, including those released from duty without having to work, shall receive an amount equal to two (2) hours of pay at straight time computed at the regular hourly rate. Any such employee who works more than one (1) hour shall receive appropriate overtime compensation for all time worked.

Sec. 604 EMT PREMIUM PAY: Subject to the following, all safety employees in the Firefighter Unit shall be eligible to receive an Emergency Medical Technician Premium payment equivalent to four and three-quarters percent (4.75%) of the current, top-step Firefighter biweekly base rate of pay, only.

Effective December 10, 2023, subject to the following, all safety employees in the Firefighter Unit, shall be eligible to receive an Emergency Medical Technician Premium payment equivalent to six percent (6%) of the current top-step Firefighter biweekly base rate of pay, only.

- A. This payment is to be paid biweekly.
- B. Employees who elect to attend a required EMT training program while in an off-duty capacity shall not be entitled to any overtime compensation for time spent attending that program. The District

will hold twelve separate sessions of each such training program. Four will be held during on-duty time for fire suppression employees on each shift. On-duty employees will be allowed to attend any such training program that they may designate while on duty.

This provision shall not apply to employees who are prevented from attending any of the scheduled training programs while the employee is off duty due to industrial leave.

- C. Failure to obtain and/or maintain all required certificates and/or licenses shall result in denial of payment under this section, and shall also empower the District to impose disciplinary action. In addition, after review, the employee may be immediately reassigned without any loss of pay other than the EMT bonus. In lieu of this reassignment, the employee may elect to use paid leave benefits to perform the necessary acts to secure the required certification. Notwithstanding the foregoing, employees currently employed in the classifications of Fire Crew Supervisor, Hazardous Materials Specialist, Fire Prevention Officer – Safety and Fire Equipment Operator who do not obtain certification will not be subject to discipline. However, any such employee who does obtain certification shall then become subject to all the provisions of this Section C.
- D. Benefits potentially due under this section shall not apply to Firefighter Trainees prior to successful graduation from the Academy.
- E. The District agrees to defend any and all employees against any and all civil claims or civil actions relating to the use of defibrillation equipment as required by Government Code section 995, or any other applicable law. In addition, the District agrees to indemnify, hold harmless and pay any judgment or settlement to which the District agrees relating to such employees and such claims as required by Government Code sections 825, 825.2, 825.6, 844.6, and 845.8, or any other applicable law. This section is not intended to expand or limit the District's rights and/or obligations under existing law.

Sec. 605 HIRT TEAM PREMIUM: An employee assigned to the Hazardous Incident Response Team (HIRT) shall receive an HIRT Premium Payment equivalent to five percent (5%) of the current, top step Firefighter biweekly base rate of pay. The payment shall be made biweekly. An employee regularly assigned to the HIRT shall not receive the bonus payment specified in Section 606 below.

An employee who transfers into the HIRT must attain certification as a Hazardous Materials Technician (or its equivalent).



The District agrees to pay the HIRT premium to at least six captains, six engineers and six firefighters.

Sec. 606 HIRT POOL PREMIUM: Employees who have attained certification of at least Hazardous Materials Technician (or its equivalent) shall be eligible to become part of the HIRT Resource Pool (Pool). Members of this Pool will be eligible to work callbacks, mandates, shift-trades, etc. on the HIRT. Any HIRT Pool member shall receive an hourly bonus of \$1.25 (or a pro-rata portion thereof) for each hour spent working on the HIRT. Any employee working on the HIRT due to a voluntary shift-trade shall not be eligible to receive this hourly bonus. Employees shall commit to remain in the Pool for at least two (2) years after acceptance into the Pool. Exceptions to this commitment shall be allowed only upon approval of the Fire Chief.

Effective August 8, 2021, the HIRT Team Premium paid to eligible employees pursuant to this section shall increase to five percent (5%) of their base rate of pay for each hour spent working on the HIRT.

Sec. 607 PARAMEDIC PREMIUM PAY: Firefighters and Firefighter Trainees who have (a) been licensed as Paramedics by the State of California, (b) attained accreditation from the County Emergency Medical Service Agency, and (c) been assigned by the Fire Chief on a permanent or temporary basis to the Advanced Life Support (ALS) program shall be eligible to receive Paramedic premium pay in an amount equal to 10% of their current biweekly base rate of pay while at Level I. An employee advancing to level II shall receive Paramedic premium pay in an amount equal to 15% of the current top step Firefighter biweekly base rate of pay. An employee advancing to the Preceptor level shall receive Paramedic premium pay in an amount equal to 20% of the current top step Firefighter biweekly base rate of pay. Biweekly base rate of pay is determined by the then applicable compensation schedule referred to in Section 501, and is the equivalent of annual base hourly rate of pay divided by 26 pay periods. These payments are to be paid biweekly. Paramedics shall advance from level I or II within 18 months, unless exempted by the Fire Chief or prevented by circumstances beyond their control.

The Paramedic premium pay shall be in addition to the EMT Premium pay set forth in Section 604.

A Paramedic may withdraw from the ALS program during his/her first three years in the program only with the approval of the Fire Chief, in which case he/she shall no longer be eligible for the Paramedic premium pay. Any Paramedic who intentionally fails to maintain required licensing or accreditation for the purpose of achieving removal from the ALS program is subject to discipline, up to and including dismissal, as well as loss of the Paramedic premium pay. A Paramedic who has completed service in the ALS program for three years or more may opt-out of the program.

Paramedics who suffer a loss of license or reduction of accreditation for reasons other than the inability to qualify because of an industrial illness or injury are not eligible for the applicable Paramedic premium pay until the license and/or accreditation is restored. In no event shall an employee who maintains licensure be reduced below level II Paramedic. Relicensing and accreditation are the employee's responsibility but are subject to overtime compensation by the District under Section 1108.

Only employees in the classifications of Firefighter and Firefighter Trainee who have successfully graduated from the Academy shall be eligible for the Paramedic premium pay described in this section. Employees in other classifications who are licensed as Paramedics are allowed to practice their Paramedic skills on-duty and may attend on-duty continuing education, but are not eligible for the Paramedic premium pay.

Licensed Paramedics in the classifications of Firefighter and Firefighter Trainee shall be eligible to become part of the Paramedic Program at the sole discretion of the Fire Chief. Said Paramedics shall receive Paramedic premium pay as described above with the number of pool participants flexible at the Fire Chief's discretion based upon the program's needs. Firefighter assignments at engine/rescue engine companies that are associated with a Paramedic squad shall be designated as pool paramedic assignments.

Licensed Level II Paramedics who were previously assigned to positions within the ALS Program may be permitted to work overtime in an ALS assignment and be compensated with the paramedic premium pay for time worked in that assignment at the discretion of the Fire Chief or his/her designee.

Fire Engineers and Fire Captains who are State licensed Paramedics and accredited Level II Paramedics by the County of Ventura Emergency Medical Services Agency may be assigned to the ALS Program at the discretion of the Fire Chief and shall be compensated with Paramedic Premium Pay at the rate of ten percent (10%) of their base rate of pay.

Effective August 8, 2021, Fire Engineers and Fire Captains who are State licensed Paramedics and accredited Level II Paramedics by the County of Ventura Emergency Medical Services Agency may be assigned to the ALS Program at the discretion of the Fire Chief and shall be compensated with Paramedic Premium Pay at the rate of fifteen percent (15%) of the current, top step Firefighter biweekly base rate of pay, only.

Sec. 608

**INSPECTION PREMIUM:** Employees who are required to conduct fire inspections outside of their normally scheduled work hours will be compensated for the hours actually spent conducting the inspection including any needed pre-inspection preparation or post-inspection work and drive time. Affected employees shall be compensated for a minimum

of four hours pay in accordance with Article 11, "Overtime", of this agreement.

Sec. 609 URBAN SEARCH AND RESCUE PREMIUM: Effective June 30, 2019, a qualified employee regularly assigned to the Urban Search and Rescue Company (USAR) shall receive a premium payment equivalent to five percent (5%) of the current, top step Firefighter biweekly base rate of pay. This payment shall be made biweekly.

Should an employee who is regularly assigned to the USAR Company be on a leave of absence, another qualified employee may be assigned to the USAR Company to backfill the temporary vacancy at the discretion of the Fire Chief. The employee assigned to backfill the temporary vacancy shall, after serving a full pay-period in the Company, receive the USAR premium during the time that the employee is assigned to the USAR.

Should an employee on a leave of absence continue to receive the USAR premium while on leave, any employee assigned to backfill that vacancy will be ineligible to receive the USAR premium for as long as s/he may backfill such vacancy.

## ARTICLE 7 FLEXIBLE BENEFIT PROGRAM

Sec. 701 PLAN OPTIONS: Employees covered by this Agreement may elect to participate in either the "County of Ventura Flexible Benefit Program" (hereinafter referred to as the Flexible Benefit Program) as set forth in the plan document for that program including all applicable supplements or the VCPFA-sponsored Medical Insurance Program. Any employee electing to participate in such program shall be permitted to select, pursuant to the provision of Section 703 below and the plan document, any Flexible Benefit Program option made available to any other represented employee through a County sponsored plan. Once enrolled in a VCPFA sponsored Medical Insurance Plan through the County's cafeteria plan, an employee may only elect to enroll in VCPFA sponsored Medical Insurance Plans thereafter.

Employees currently enrolled in the VCPFA sponsored Medical Insurance Plans and employees hired after July 01, 2009 and covered by this Agreement may only participate in the VCPFA sponsored Medical Insurance Plans.

Sec. 702 DISTRICT CONTRIBUTIONS: The District shall continue to contribute \$432.00 per biweekly pay period on behalf of each employee who enrolls in the Flexible Benefit Program. Effective August 8, 2021, the District's contribution shall be increased to \$482.00 per biweekly pay period.

Effective December 11, 2022, the County's contribution shall increase to \$532.00 per biweekly pay period.

If, as a result of the California Supreme Court's ruling in *Alameda County Deputy Sheriff's Ass'n v. Alameda County Employees' Retirement Association* (2020) 9 Cal. 5th 1032, the Ventura County Employees' Retirement Association (VCERA) determines that all or a part of the County's Flexible Benefits Program contributions under this Article will not be included in compensation earnable for the purposes of retirement benefit calculations for non-PEPRA VCERA members, the County and VCPFA shall, at the request of either party, meet and confer over the effects of that determination.

Sec. 703 ENROLLMENT: An employee, once enrolled in a flexible benefits option or options shall remain in said plan or plans until the next open enrollment period is declared. Such open enrollment shall occur at least once per plan year. The County reserves the right to adjust the Flexible Benefits Plan's option or options rates at any time during the plan year following thirty (30) days' notice to the VCPFA.

Sec. 704 CONTINUATION OF MEDICAL PLAN: Should an employee exhaust sick leave and go on medical or maternity leave of absence without pay, the

District agrees to continue to make its contribution to the health insurance option in which the employee is enrolled for up to sixteen (16) biweekly pay periods. Eligibility under this provision will run concurrently with eligibility under the Family Medical Leave Act (FMLA). The compensation upon which payment of this premium is based shall be the number of hours compensated on the biweek immediately preceding the placement of the employee during medical or maternity leave. This section shall not be applicable to employees receiving compensation pursuant to Section 4850 of the Labor Code. Section 4850 shall determine length of benefit for said employees.

Sec. 705 LABOR/MANAGEMENT COMMITTEE: The Association agrees that it is in the best interest of the parties to participate in an ongoing review of the current Health Insurance Plans and their designs. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. The District agrees to provide the committee with information such as appropriate utilization and claims experience and other information relative to its health care plans. Such committee shall meet at least quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities and to provide additional options within the cafeteria as deemed appropriate.

Sec. 706 AUDIT OF HEALTH PLAN: VCPFA agrees to allow the District to audit the books and records of the Association insurance plans at the County's request.

Sec. 707 HEALTH PLAN INFORMATION: VCPFA agrees to provide the District with the following information upon request by the District:

- A. Present health care and dental premiums.
- B. A copy of the current health care contract and a sheet or pamphlet summarizing the benefits.

Sec. 708 HEALTH PLAN REVIEW: Annually and upon any modification to existing benefits, VCPFA shall submit a detailed report of the benefits provided under the Association's medical health plan to the County Director-Human Resources for his review and approval. Authorization by the Board of Directors of the District contribution provided under Section 702 shall be contingent upon the County Director-Human Resources' certification of eligibility.

Within thirty (30) days of receipt of the information required above, the District Director-Human Resources shall either certify the plan, or advise the Association in writing of his denial of certification and the reasons thereof.

The Association plan shall be deemed eligible to receive the District contribution when benefits provided under said plan are at least comparable to those provided under the County-sponsored plan.

Sec. 709 COUNTY'S RIGHT TO MAKE CHANGES: For the term of this Agreement, the parties agree that the County retains the exclusive right to make changes necessary to administer the Flexible Benefits Programs, and VCPFA specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes. Such changes may include, but are not limited to, the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

Notwithstanding the above, the County shall not eliminate or make changes to the VCPFA health care plan portion of its Flexible Benefits Program as long as that plan's provisions are consistent with applicable State and Federal laws.

Sec. 710 AFFORDABLE CARE ACT: During the term of this Agreement, either party shall have the option to compel the other to meet with it to discuss the impact of the Affordable Care Act on the provisions of Article 7; provided, however, that no change to the provisions of Article 7 shall occur without the mutual agreement of the parties.

## ARTICLE 8 OTHER COMPENSABLE BENEFITS

- Sec. 801 MILEAGE REIMBURSEMENT: Employees who are required to use their personal vehicles for District business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.
- Sec. 802 NECESSARY AND ACTUAL EXPENSES: Necessary and actual expenses incurred by an employee while attending to business of the District may be reimbursed with the approval and authorization of the Fire Chief. A statement of justification satisfactory to the Auditor shall be submitted with the claims. Such reimbursement, however, does not apply whenever compensation has been received from other sources.
- Sec. 803 UNIFORM/MAINTENANCE ALLOWANCE: On the pay day closest to December 1st of each year, employees in the Firefighter Unit shall receive an annual uniform maintenance allowance of \$1,000, which includes replacement of Wildland and Station safety boots and all employees in the Auxiliary Unit shall receive an annual uniform maintenance allowance of \$925.00. In addition, all employees in the Auxiliary Unit shall receive a boot voucher of \$135.00 on the pay day closest to July 1st of each year.

A new Auxiliary Unit employee shall become eligible to receive a boot voucher of \$400.00 upon hire. The parties recognize and agree that distribution of the voucher completely satisfies any obligation the District may have with respect to the provision of safety boots. Upon demonstration of need and approval by the Appointing Authority, an employee may receive an additional \$135 voucher towards the purchase of a replacement pair of safety boots.

Other considerations with respect to uniforms:

1. Employees who terminate District employment for any reason prior to December 1, shall not receive said Uniform Allowance.
2. New employees in the Firefighter Unit, shall receive within the first pay period of employment \$1,700.00 which shall include the cost of their safety boots and dress uniform. If they are hired between July 1 and December 31, they shall not be entitled to the December 1 annual payment for that calendar year. However, if they are hired between January 1 and June 30, they shall also be entitled to the December 1 annual payment for that calendar year. Employees will receive one uniform allowance payment per fiscal year.
3. The District shall continue to provide foul weather uniforms.
4. The District may designate a dress code for all employees assigned to staff functions; provided, however, that any such dress code

shall not become effective until the January 1st following such designation.

5. Employees in the Firefighter Unit are required to obtain and thereafter to maintain a dress uniform as described in the District's Administrative Policy.
6. For employees in the Firefighter Unit, upon employment the District will provide two (2) pairs of "Battle Dress Uniform" (BDU) pants. Upon completion of the Academy the District will provide two (2) additional pairs of BDU pants for a total of four (4) pairs. The District will ensure the employee always has four (4) serviceable pairs and will replace garments damaged and destroyed in the line of duty, or through normal wear and tear on a direct, one-for-one exchange. The District shall retain the right to determine the proper garments for wear in a given situation.

Sec. 804 STAFF PAY: Firefighter Trainees, Firefighters, Fire Engineers, Fire Captains, and Fire Investigation Specialists assigned to a staff function, as determined by the Fire Chief, on a 40-hour work week schedule, shall be eligible for staff pay as follows:

- A. All persons regularly assigned to a staff function shall receive two dollars (\$2.00) per hour, up to eighty (80) hours per pay period, in addition to their designated hourly rate of pay.
- B. All persons performing full time seasonal staff functions will receive two dollars (\$2.00) per hour, up to eighty (80) hours per pay period in addition to their designated hourly rate of pay.

Effective August 8, 2021, the Staff Pay paid to eligible employees pursuant to the provisions of 804-A and 804-B above shall increase to six percent (6%) of their current base pay. And, Hazardous Materials Specialists, as determined by the Fire Chief, shall be eligible for Staff Pay pursuant to the provisions of this section.

Sec. 805 PERSONAL PROPERTY REIMBURSEMENT POLICY

CRITERIA: When employees have an item of personal property lost, damaged, or stolen while in the line of duty and through no fault of their own; and when that item is necessarily worn, carried or required as part of their job, a claim for reimbursement may be submitted to Risk Management through the Personnel Bureau.

- A. LEVEL OF REIMBURSEMENT: Glasses, dentures, hearing aids, or other prosthesis and watches will be reimbursed as provided for in Section B.



All items of personal property listed in Table I which are damaged, lost or stolen will be reimbursed at a formula rate, as provided for in Tables I and III. Such a formula will be based on the age, replacement cost, life expectancy and condition of the article at the time it was lost, damaged or stolen. The formula is derived by using Tables I and III.

**TABLE I**

LIFE EXPECTANCY RATE			
MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Years)	Item	Rate (Years)
1. Coats & Jackets - Leather & Suede	3 4	1. Coats & Jackets - Leather & Suede	3 4
2. Hats	1	2. Blouses	1.5
3. Neckties	1	3. Dresses	2
4. Rainwear - Plastic - Fabric	1 2	4. Rainwear - Plastic - Fabric	1 2
5. Shoes	1.5	5. Shoes	9 mo
6. Shirts	1.5	6. Shirts	2
7. Slacks	2	7. Slacks	1.5
8. Suits	3	8. Suits	3
9. Sport Coats	4	9. Sweaters	2
10. Socks	0.5	10. Underwear	
11. Sweaters	2.5	- Slips	1.5
12. Underwear	2.5	- Foundation Garments	0.5
13. Work Clothes	1.5	- Panties	0.5

LIFE EXPECTANCY RATE			
MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Years)	Item	Rate (Years)
		11. Uniforms	1.5

For employees represented by the VCPFA, all uniform items listed in Table II which are damaged, lost or stolen will be reimbursed at a formula rate, as provided for in Tables II and III. Such formula will be based on the age, replacement cost, life expectancy, and condition of the article at the time it was lost, damaged or stolen. The formula is devised by use of the Tables II and III.

**TABLE II**

Night Jacket	Standard Uniform Trousers
Optional Uniform Cap	Summer Shirt
Regular Uniform Jacket	Uniform Belt
Regular Uniform Skirt	Uniform Boots
Regular Uniform Trousers	Uniform Shoes
Shoulder Patches - Service Stars	Utility Shirt
Standard Uniform Cap	Utility Uniform Jacket
Standard Uniform Jacket	Utility Uniform Trousers

**TABLE III**

Calculation of Claims Reimbursement Values							
Life Expectancy Rating					Reimbursement Value		
1	2	3	4	5	% of Replacement Cost		
Age of Article in Months					Excellent	Average	Poor
0-4	0-4	0-4	0-4	0-4	100%	100%	100%
4-7	4-7	4-10	4-13	4-16	75%	75%	60%
7-9	7-13	10-19	13-25	16-31	70%	60%	45%
9-1	13-19	19-28	25-37	31-46	50%	40%	30%
11-1	19-25	28-37	37-49	46-61	30%	20%	15%
>13	>25	>37	>56	>61	20%	15%	10%
62+	62+	62+	62+				

Using the replacement cost, the life expectancy, the actual age and condition, a reimbursement percentage will be established and from that the amount of payment will be determined. All items will be subject to a ten dollar (\$10.00) minimum claim limit and a maximum payment of two-hundred and fifty dollars (\$250.00).

- B. AMOUNT OF REIMBURSEMENT: The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be the replacement cost of lost or stolen items or the repair cost of items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to a ten dollar (\$10.00) minimum claim limit and a maximum of two hundred and fifty dollars (\$250.00).

Jewelry items will not be reimbursable. Lost, stolen or damaged watches required by employment will be reimbursed at their functional value, i.e., minus their jewelry value to a maximum of seventy dollars (\$70.00). They will also be subject to a ten dollar (\$10.00) minimum claim limit.

All damages to private automobiles or automobile equipment will not be reimbursable under this policy.

- C. APPEAL PROCEDURE: In the event the employee disagrees with the reimbursement provided by Risk Management, a grievance may be instituted.

Sec. 806 EDUCATIONAL INCENTIVE PAY:

- A. Effective November 21, 2013, qualifying employees shall receive incentive pay equal to the following applicable percentage of their base hourly rate of pay in addition to their base hourly rate of pay for educational attainments not specifically required by the position pursuant to the official class specification maintained by the Human Resources Division as follows:

1.	Associate in Arts/Science Degree	2.5%
2.	Bachelor's Degree	3.5%
3.	Graduate Degree	5.0%

- B. EDUCATIONAL INCENTIVE - IN GENERAL: No employee shall be eligible to receive more than one level of the educational incentive; an employee shall receive only the highest level of incentive for which he qualifies.

Sec. 807 SAFETY: The District shall furnish all safety equipment which is required by law for employees to perform their job in a safe manner.

Sec. 808

- A. FIRE SERVICE TRAINING: The District shall allow its employees time off without loss of benefits to attend fire service related classes sponsored by the National Fire Academy and the California State Fire Academy when approved by the Fire Chief.
- B. Employees who volunteer and are selected to be trained at District expense for the purpose of providing training to other District employees shall, in order to have the District pay for that training, participate in a training agreement. The agreement shall provide that, following receipt of that training, if the employee declines to provide the agreed upon training of others for at least two (2) years thereafter, the employee shall reimburse the District for the

pro-rated cost of his/her training. Those costs shall be specifically identified in the agreement. The apportionment shall be based upon the ratio of the remainder of the two-year period unserved to two years times the cost of the training. For example, if the employee declines to provide the training of others six (6) months after he/she has received his/her training, he/she shall reimburse the District for 75% of the cost of the training he/she received. If, at the sole discretion of the Chief, such failure is due to reasonable circumstances completely beyond the employee's control, the Fire Chief may dissolve the agreement and thereby forgive the pro-rated reimbursement.

- Sec. 809     FLIGHT INSURANCE: The designated beneficiary of any employee covered by this Agreement who is killed as a result of an on-duty accident while in a District authorized helicopter or fixed wing aircraft shall be entitled to receive \$500,000 life insurance proceeds, with the premiums for such coverage to be paid by the District.
- Sec. 810     REIMBURSEMENT FOR RENEWAL OF CLASS A AND/OR B CALIFORNIA DRIVER LICENSE: Employees required to obtain and maintain any California Driver License other than a Class C (or its equivalent) and any required endorsements may request reimbursement for the difference in costs between the required license (including required endorsements) and the Class C license (or its equivalent). Reimbursement is not to be made for costs incurred when obtaining or renewing a Class C license or its equivalent. The failure to obtain and/or maintain any such required California Driver License (or equivalent) or any required endorsement shall empower the District to impose disciplinary action.
- Sec. 811     REIMBURSEMENT FOR FEES: Paramedics shall be reimbursed for licensing fees and basic course fees directly associated with re-licensing and accreditation.
- Sec. 812     PARAMEDIC SCHOOL SPONSORSHIP: Employees desiring to attend Paramedic training may do so using their own time. With the prior written approval of the Fire Chief, the District will provide the necessary related insurance coverage and employees will be reimbursed for costs of tuition, textbooks, and other associated fees upon successful completion of the course. Employees approved to attend Paramedic training shall have a minimum of two years of experience as a firefighter EMT from the date of graduation from the Fire Academy and will be placed on a 40-hour work schedule for the duration of the Paramedic training program. Employees participating in the Paramedic training program will not be eligible to receive the Staff Pay pursuant to Sec. 804 of this Agreement. Employees who hold a bid spot will continue to maintain the bid position for the duration of the Paramedic training program.

## ARTICLE 9 TEXTBOOK AND TUITION REIMBURSEMENT

Sec. 901 PURPOSE: To provide a program whereby full-time regular and probationary employees of the District are reimbursed for the costs of textbooks, tuition, registration and laboratory fees for occupationally-related school courses, workshops, and seminars satisfactorily completed on the employee's own time. The objectives of the textbook and tuition reimbursement program are to encourage employees to continue their education in order to develop new concepts and methods in preparation for changing demands of their jobs and to prepare for promotion within the District service. The District expects to benefit from such education through greater employee effectiveness, and therefore, intends to share in the costs of textbooks, tuition, registration and laboratory fees.

Sec. 902 COURSES ELIGIBLE:

- A. Courses must have a reasonable potential for resulting in more effective District service.
- B. Courses directly related to the employee's occupational field are eligible.
- C. Courses that are prerequisite to job-related courses are also eligible.
- D. Job-related courses preparing an employee for promotion in his field, or a job field for which there are promotional opportunities within District service.
- E. Graduate courses which are required to receive a job-related Master's Degree are eligible for reinforcement.
- F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement for non-graduate courses. A grade of "B" or its' equivalent is required for reimbursement for graduate courses.
- G. Job-related seminars, symposiums and workshops offered by the District, professional societies or organizations shall be eligible for reimbursement for employees when approved by the Fire Chief.
- H. Courses must be offered by a school recognized by the State of California, the Department of Health, Education, and Welfare, or the Veteran's Administration, unless otherwise provided in this Article.
- I. Seminars and workshops directly job-related are eligible if offered in conjunction with a recognized college, educational institution, or professional organization. The coursework must be recommended and approved by the Fire Chief.

Sec. 903 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

- A. Those taken to bring unsatisfactory performance up to an acceptable level.
- B. Those which duplicate in-service training.

Sec. 904 TEXTBOOK AND TUITION REIMBURSEMENT: Subject to the provisions of this Article, the District shall provide for 100% reimbursement of tuition and course-related textbooks up to a maximum of two thousand dollars (\$2,000.00) per fiscal year for all upper division and graduate courses and up to a maximum of eight hundred fifty dollars (\$850.00) per fiscal year for all other courses. To qualify for reimbursement, the courses must be job-related and must have been taken while the employee was off duty. Employees shall be eligible for reimbursement under this section for job-related courses, conferences, and seminars approved by the Fire Chief, which are offered by approved organizations and societies. A list of such organizations and societies shall be reviewed and approved by the Fire Chief and the Director-Human Resources.

General courses not required to obtain a job-related degree, shall not be eligible for reimbursement under this policy unless such general education courses are directly job related.

Sec. 905 COSTS NOT COVERED: In terms of both time and money, the following costs are not covered by this program:

- A. Courses must be taken on the employee's own time, on compensatory time, combination leave, educational leave, or administrative leave approved in advance by the Fire Chief. Chief Officers are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost.
- B. However, costs not specifically covered in this program (including transportation, parking fees, lodging, and meals) will not be paid by the District, unless such costs are incurred while attending classes approved by the Fire Chief at the National Fire Academy or the California State Fire Academy, up to the limits of Sec. 904.
- C. Costs for which reimbursement is received from other sources. Except that portions not covered from other sources will be paid by the District up to the maximum provided by this Article.
- D. Conventions are not covered by this reimbursement program.

Sec. 906 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Fire Chief is responsible for the administration of this program. Applications for reimbursement should be received by the District prior to the first class

session. Prior approval of the class to be taken must be obtained by the employee as a condition of reimbursement. An official record of grades and receipts must be received by the District within ninety (90) days after the last class session. Reimbursement will be made to the employee within two (2) weeks after grade cards and receipts have been received by the District. New employees, however, will not be reimbursed until they have completed 2,080 hours of compensable service with the District. The County Director-Human Resources may develop such forms and additional procedures which he deems necessary to accomplish the intent of this textbook and tuition program.

## ARTICLE 10 HOURS OF WORK

Sec. 1001 STAFF AND CONSTRUCTION HOURS: Employees on staff assignment, fire crew personnel and construction personnel shall work a forty (40) hour, four (4) or five (5) day work week or such other schedule constituting eighty (80) hours in a pay period as determined by the Appointing Authority, excluding lunch which shall be a period of no less than thirty (30) minutes.

Forty (40) hour work week personnel may be temporarily or permanently assigned to a line assigned schedule in order to meet work requirements.

Sec. 1002 LINE ASSIGNED PERSONNEL AND FIRE INVESTIGATION SPECIALISTS:

- A. Firefighter Trainees, Firefighters, Fire Engineers, Fire Investigation Specialists and Fire Captains shall work a shift of twenty-four (24) hours on-duty, twenty-four (24) hours off-duty as determined by the Appointing Authority, and which shall constitute a one hundred twelve (112) hour pay period.
- B. The line-assigned work schedule shall be a three (3) platoon, nine (9) day work cycle, and the pay period shall not be greater than fourteen (14) days.
- C. Line-assigned personnel shall work an average work-week of fifty-six (56) hours.
- D. The beginning and ending of each on-duty shift will be 0800 hours.
- E. Line-assigned personnel may be temporarily or permanently assigned to a forty (40) hour work week schedule or to different currently existing line-assigned schedules in order to meet work requirements. If the Fire Chief elects to exercise this option for the staffing of emergency response resources and the employees are available for emergency response during the meal hours, said employees will be paid for the meal hour time. Example: a fire captain, fire engineer and a firefighter are assigned to a "Forty-hour engine" and the scheduled work hours are from 8 a.m. to 5 p.m., then the crew shall be paid for 9 hours.
- F. If for operational reasons a 56-hour employee is temporarily placed on a 40-hour assignment, the employee, while on the temporary 40-hour assignment, is entitled to any FLSA payment he would have received during his regular 56-hour assignment. An FLSA payment is defined as the 1/2-time premium pay for the 12 hours worked, as defined in Section 1103, in excess of 204 in a 27-day work period.



## **ARTICLE 11 OVERTIME**

Sec. 1101     POLICY: It is the District's policy to avoid the necessity for overtime whenever possible. Overtime work may sometimes be necessary to meet mandated requirements, emergency situations, and seasonal or peak overload requirements. No employee shall receive credit for any overtime unless authorized. Procedures governing the authorization of overtime have been established in accordance with the provisions herein. Therefore, if, in the judgment of the Fire Chief or his designee, callbacks or work beyond the normal work day is required, he may authorize such work and the employee shall be credited with such overtime at the specified rate. Overtime worked or scheduled to be worked shall not be considered as part of the normal work schedule.

Sec. 1102     OVERTIME ACCRUALS

- A.     All employees covered by this Agreement working the schedules set forth in Sections 1001 and 1002-E shall receive overtime compensation in the form of a cash payment at the applicable overtime rate for all time worked, or deemed to have been worked because of authorized paid leaves of absence, in excess of their regularly scheduled work shift or in excess of forty (40) hours in a seven (7) day work period. All overtime earned for hours actually worked in excess of forty (40) hours in a seven (7) day work period shall be compensated at the FLSA Overtime Rate as defined in subparagraph 1 of Section 1103. All other overtime shall be compensated at the Contract Overtime Rate as defined in subparagraph 2 of Section 1103.
  
- B.     All employees covered by this Agreement working the schedule set forth in Section 1002-A shall receive overtime compensation in the form of a cash payment at the applicable overtime rate for all time worked, or deemed to have been worked because of authorized paid leaves of absence, in excess of their regularly scheduled work shift or in excess of two hundred four (204) hours in a twenty-seven (27) day work period. All overtime earned for hours actually worked in excess of two hundred four (204) in a twenty-seven (27) day work period, and for all regularly scheduled hours of work in excess of two hundred four (204) hours in a twenty-seven (27) day work period, shall be compensated at the FLSA Overtime Rate as defined in subparagraph 1 of Section 1103. All other overtime shall be compensated at the Contract Overtime Rate as defined in subparagraph 2 of Section 1103.
  
- C.     Commencing effective July 1, 2003, for all employees covered by this Agreement working the schedule set forth in Section 1002-E, any premium overtime pay for regularly scheduled hours,

e.g., one hour per daily work shift or five hours per week, shall be reported to the Retirement Association as compensation earnable. The District and each employee receiving such premium overtime compensation for regularly scheduled hours prior to the effective date of this Agreement shall pay all appropriate retroactive retirement contributions in connection with this reported compensation earnable.

- D. Employees in the Firefighter Unit assigned to staff positions working in an overtime capacity in a line position shall receive compensation as if the employee were regularly assigned to that line position.
- E. Employees assigned to line positions working in staff positions shall receive compensation as if the employee were regularly assigned to a staff position. This shall not entitle said employee to the staff pay provided in Section 804.
- F. Consistent with the Fair Labor Standards Act and Section 553.31(a) of the Regulations (29 C.F.R. § 553.31), hours worked pursuant to a shift trade shall be excluded in the calculation of the hours worked or deemed to have been worked for which the employee is entitled to overtime compensation and each employee involved in the shift trade shall be deemed to have worked his or her normal work schedule for each shift covered by a shift trade.

Sec. 1103 DEFINITIONS: For purposes of this Article 11, the following definitions shall apply:

- 1. FLSA Overtime Rate: The FLSA Overtime Rate is equal to one and one-half times the regular rate of pay as set forth in the Fair Labor Standards Act.
- 2. Contract Overtime Rate: The Contract Overtime Rate is equal to one and one-half times the regular rate of pay as set forth in the Fair Labor Standards Act but shall not take into account the hourly pay increases (retirement salary offsets) set forth below that were provided in Sections 501-A, B, & C of the previous Agreement between the parties that expired June 2, 2018:
  - A. Thirteen and thirty-seven hundredths percent (13.37%) for each safety classification in the Firefighter Unit as set forth in Section 401 of this Agreement.
  - B. Eleven and sixty-five hundredths percent (11.65%) for each classification in the Auxiliary Unit as set forth in Section 401 of this Agreement.

- C. Six and five hundredths percent (6.05%) for each non-safety classification in the Firefighter Unit as set forth in Section 401 of this Agreement.

For all classifications covered by this Agreement, personnel assigned to emergency incidents, both in-county and out of county, shall be compensated portal to portal for the duration of the incident assignment.

Sec. 1104 PAY FOR OVERTIME ON TERMINATION: Any employee eligible for overtime who terminates or is terminated shall be paid for the monetary value of his accrued overtime.

Sec. 1105 MANDATES: The District shall make all reasonable efforts to schedule overtime in advance to avoid the necessity of mandating employees to work overtime. No employee shall be mandated to work overtime until the District has fully exhausted its voluntary overtime bid system, and sufficient volunteers are not available.

An employee who has been mandated to work overtime shall receive premium overtime compensation for all time between the actual commencement of the assignment and its conclusion. Likewise, an employee who is mandated to work beyond the expiration of his or her regularly scheduled work shift shall receive premium overtime compensation for all time between the commencement of the overtime assignment and its conclusion.

This provision shall not apply to contractual relationships between employees represented by the Association and private companies whereby those organizations compensate the employee while off duty for performing fire safety services for the benefit of the activities conducted by those entities.

Sec. 1106 Travel Time: An employee who travels from one County worksite to another in order to work a voluntary overtime assignment shall not be entitled to any compensation for that travel time.

Sec. 1107 PAY FOR CONTINUING EDUCATION: Paramedics shall be entitled to premium overtime compensation as defined in Section 1102 for off duty time spent earning Continuing Education Units (CEU), provided that in no case shall the total number of paid overtime hours exceed the number of CEU hours required for relicensing by the State of California and accreditation by the County of Ventura. Paramedics shall complete one-quarter (1/4) of the required two-year CEUs every six months unless exempted by the Fire Chief.

## ARTICLE 12 PROMOTIONAL SYSTEM

Sec. 1201 PURPOSE: The promotional system shall be utilized to test the knowledge, skills, abilities, personal qualities, and fitness of persons seeking promotions to determine the best qualified person to be promoted. It shall not result in discrimination against any person because of their race, color, religion, national origin, sex, age, functional limitations, or other non-merit factors.

Sec. 1202 PUBLICATION OF ELIGIBLES: The Director-Human Resources shall furnish to the Association a copy of all eligible lists in connection with promotional examinations to classifications covered by this Agreement, with the eligibles ranked in order and test scores included. In addition, each eligible on the list shall be informed of his/her test score and standing on the list.

Sec. 1203 APPOINTMENTS FROM THE ELIGIBLE LIST: Temporary and regular appointments to all classifications covered by this Agreement shall be made in the manner required by the Personnel Rules and Regulations provided that the selection shall be made from among the three (3) highest standing individual candidates on the applicable eligible list. Where two or more candidates receive an identical score on an examination, the individual(s) with the most seniority with the District shall stand highest on the list for the purpose of this provision. Whenever there is a vacant position the Appointing Authority desires to fill, the Human Resources Division shall certify the highest standing three names plus one additional name, in order of standing, for each additional vacancy.

A new eligible list cannot be created until the prescribed term of the existing eligible list has ended unless either (a) there are no candidates remaining on that list or (b) there are fewer than three (3) candidates and the Association and the District agree to terminate the list prior to its stated expiration date.

Sec. 1204 SELECTION INTERVIEW BY APPOINTING AUTHORITY: Each of the three candidates certified to an Appointing Authority who responds in accordance with Section 808 of the Ventura County Personnel Rules and Regulations to the notification of certification must be interviewed by the Appointing Authority, unless the interview is mutually waived by the candidate and the Appointing Authority. The Appointing Authority shall report to the Director-Human Resources in writing the reasons for selecting the successful candidate and not selecting other eligibles who were certified. The Appointing Authority shall communicate to each candidate who was passed over in favor of an individual standing in a lower position on the eligible list (1) the reasons why he/she was not selected and (2) specific recommendations as to how he/she can enhance the likelihood of being selected in the future. The candidate shall be entitled to

be accompanied by a representative of the Association when the communication occurs. No Appointing Authority shall discriminate against any candidate because of race, color, national origin, religion, sex, age, functional limitation or the exercise of his/her rights under the Meyers/Milias/Brown Act.

Sec. 1205 APPEAL PROCESS: An employee may file an exam appeal in accordance with Section 523 of the Ventura County Personnel Rules and Regulations for any of the following reasons:

- A. Appropriateness or correctness of item(s) in the written examinations; or
- B. Failure to follow proper examination procedures; or
- C. Fraud, favoritism, or other non-merit factors involved in either the promotion or examination process.

## ARTICLE 13 COMBINED LEAVE FOR FIRE UNIT EMPLOYEES

Sec. 1301 DEFINITION: For the purposes of this Agreement, Combined Leave shall mean the combination of those hours previously accrued under past Agreements as Vacation Leave and Holiday Leave.

Sec. 1302 USAGE: The Fire Chief or his designee has established a procedure for scheduling an employee's Combined Leave periods. The granting of a Combined Leave period less than the employee's annual entitlement is to be discouraged so that the full benefits of the Combined Leave can be realized by the employee. The number of employees who have accrued a sufficient number of combined leave hours who may be allowed time off with pay on a given day shall be determined in accordance with the Fire District's Combined Leave Administrative Policy.

A. For historical purposes, for line-assigned employees, the following holidays have been included in the Combined Leave accrual rates and shall be scheduled off in accordance with the above paragraph:

1. New Year's Day, January 1
2. Martin Luther King Day, 3rd Monday in January
3. President's Day, 3rd Monday in February.
4. Memorial Day, last Monday in May
5. Independence Day, July 4th
6. Labor Day, 1st Monday in September
7. Admissions Day, September 9th
8. Veteran's Day, November 11th
9. Thanksgiving Day, 4th Thursday in November
10. The day following Thanksgiving
11. Christmas Day, December 25th
12. Every day appointed by the Governor of the State of California for public fast, thanksgiving, or holiday, when specifically approved by the Board of Directors will add an additional eleven and two-tenths (11.2) hours to each line-assigned, fifty-six (56) hour work week employee's Combined Leave bank.

B. For historical purposes, for employees other than line assigned, the holidays are as listed in 1302(A), above, plus Lincoln's Birthday, February 12. Those holidays have been included in the Combined Leave bank and shall be scheduled off in accordance with the established procedure, with the following exceptions:

1. For the purposes of this provision, "other than line assigned" is defined as employees assigned to a forty (40) hour work week in a position that is primarily non-operational, not constantly staffed or back-filled when there is a vacancy, and would otherwise not be staffed on the described holidays. Examples of "other than line assigned" include employees assigned to the Fire Prevention Bureau, Training Captains, USAR Officers, Vegetation Management Officers, Haz-Mat Officers and any other position as mutually agreed upon by VCPFA and Fire Management.

2. Combined Leave shall be taken on the following days:

- a. New Year's Day, January 1
- b. Martin Luther King Day, 3rd Monday in January
- c. Memorial Day, last Monday in May
- d. Independence Day, July 4
- e. Labor Day, 1st Monday in September
- f. Thanksgiving Day, 4th Thursday in November
- g. Christmas Day, December 25

Any such employee who is required to work on Independence Day, Labor Day, Thanksgiving Day and/or Christmas Day shall still have his combined leave account reduced as if he was absent with pay for any such holiday during which he was required to work but shall receive appropriate overtime compensation for all time worked on any of those holidays.

3. Every day appointed by the Governor of the State of California for public fast, Thanksgiving, or holiday, when specifically approved by the Board of Directors, will add an additional eight (8) hours to each forty (40) hour work week employee's Combined Leave bank.

Sec. 1303 ACCRUAL: Annual Combined Leave periods are earned according to consecutive biweeks of full-time service, commencing with the employee's

initial hire date, or with the first date of hire of his latest period of District or County employment.

A. Combined Leave credits are earned according to the following:

56 Hour Employees			40 Hour Employees		
Combined Leave Credit Earned/Biweek	Hours of Compensated Service	Years	Hours of Compensated Service	Years	Combined Leave Credit Earned/Biweek
9.04	< 14,560	< 5	< 10,400	< 5	6.76
11.19	14,560 but < 32,032	5 < 11	10400 but < 22,880	5 < 11	8.29
11.63	32,032	11	22,880	11	8.6
12.03	34,944	12	24,960	12	8.9
12.47	37,856	13	27,040	13	9.21
12.9	40,768	14	29,120	14	9.52
13.34	43,680 +	15 +	31,200 +	15 +	9.82

B. Combined Leave shall not be accumulated beyond seven hundred (700) hours for fifty-six (56) hour employees and five hundred eleven (511) hours for forty (40) hour employees. Any Combined Leave earned beyond the applicable maximum accrual shall be paid in cash at the current hourly rate.

Sec. 1304 **COMBINED LEAVE REDEMPTION:** After one (1) year service, any employee may elect to redeem up to the employee's maximum annual accrual of Combined Leave credits contained in the employee's Combined Leave bank at the current hourly rate of pay. A request for payment under this paragraph shall not be made more than twice per calendar year. Any such election shall be subject to the following conditions:

A. Any employee wishing to receive cash in lieu of annual combined leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem combined leave hours for cash.

B. After a qualified election is made, employees may request cash out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of his/her combined leave. The two requests, when combined, shall not exceed an employee's maximum annual accrual of combined leave. Only combined leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for combined leave hours accrued in a prior calendar year are not allowed.



- C. If an employee fails to request payment for the total combined leave hours elected for cash out, the employer shall unilaterally cash out the elected combined leave hours to the extent that an employee has accrued combined leave available before December 31 of the calendar year.
- D. Combined leave hours used for paid time off will be deducted first from combined leave hours accrued in prior calendar years, and last from combined leave hours accrued in the current calendar year.
- E. Employees who are eligible for combined leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem combined leave for pay in the subsequent calendar year.
- F. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem combined leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the auditor-controller's office in its sole discretion.
- G. The Human Resources Division and Auditor-Controller's Office shall develop forms and procedures for implementation of this program.
- H. If it is subsequently determined by the Auditor-Controller, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to October 2016 or substantially similar, will not trigger constructive receipt of income from accrued leave, the VCPFA may, at its sole option, compel the County to reopen negotiations in order to restore the leave redemption provisions in place in October 2016

or something substantially similar that will not trigger constructive receipt of income from accrued leave.

Sec.1305 COMBINED LEAVE PAYOFF ON RETIREMENT OR TERMINATION: Any regular employee who terminates or is terminated, shall be paid the base hourly rate of pay for each hour of earned Combined Leave, based upon the current hourly rate of pay in effect for such person on the last day employed.

Sec. 1306 RATE OF PAY WHILE ON COMBINED LEAVE: While on Combined Leave, employees shall be compensated at the rate of pay they would have received had they been on the job.

Sec. 1307 ACCRUAL ADJUSTMENTS: Upon re-assignment to a forty (40) hour work week status from a fifty-six (56) hour work week status or vice versa, an employee's Combined Leave balance shall be adjusted proportionally to provide an equivalent amount of time off. All Combined Leave shall be factored either up or down by dividing or multiplying by 1.4 as appropriate.

## ARTICLE 14 SICK LEAVE FOR FIRE UNIT EMPLOYEES

- Sec. 1401 SICK LEAVE ACCRUAL RATES:
- A. Line Assigned Employees: Sick leave shall be authorized only for regular employees. Every full-time, shift assigned employee shall accrue five and fifteen hundredths (5.15) hours of sick leave with pay for each biweekly pay period of full-time service. A shift assigned employee shall not earn sick leave credit during a biweekly pay period in which said employee is absent without pay for more than one (1) shift.
  - B. Forty (40) Hour Employees: Every full-time, staff assigned employee shall accrue three and sixty-eight hundredths (3.68) hours of sick leave with pay for each biweekly pay period of full-time service, except no employee shall earn sick leave credit during a pay period in which he is absent without pay for more than twelve (12) regularly scheduled working hours.
- Sec. 1402 MAXIMUM SICK LEAVE ACCRUAL: Sick leave shall accrue to a maximum of one thousand, two hundred thirty-two (1,232) hours for shift assigned employees. Sick leave shall accrue to a maximum of eight hundred eighty (880) hours for 40-hour employees. Sick leave accruals in excess of the stated maximum or an employee's individually established maximum as determined on September 5, 1976, shall receive a twenty-five percent (25%) cash pay down for hours over the accrual maximum at the end of each fiscal year. Such pay downs shall be computed at the hourly rate in effect at the time of the request.
- Sec. 1403 ADVANCE SICK LEAVE CREDIT: New regular, full-time employees shall receive an advance sick leave credit of thirteen (13) biweekly pay periods as sick leave accrual as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of thirteen (13) biweekly pay periods of service or upon earlier separation.
- Sec. 1404 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:
- A. Absence caused by illness or injury of an employee.
  - B. Medical or dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the department head.
  - C. Maternity leave as provided in these Articles.
  - D. Unless authorized by the County Director-Human Resources, a maximum of seventy-two (72) hours for fifty-six (56) hour personnel

or forty-eight (48) hours for other employees of accumulated sick leave credit shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his immediate family. For the purpose of this section, "immediate family" shall mean; the spouse, parent, guardian, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and registered domestic partner of an employee.

E. Sick leave shall not be used in lieu of Combined Leave, nor shall it be used in addition to Combined Leave without certification of a physician that such usage is medically required.

Sec. 1405 DEPARTMENTAL RESPONSIBILITY FOR ADMINISTRATION: The department head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Any person absent from work on sick leave shall notify his department head on the first day of such leave and as often thereafter as directed by his department head. The County Director-Human Resources or the department head may request that a medically trained employee verify the employee's illness or injury by a visit to the employee's residence.

Sec. 1406 PHYSICIANS CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his illness or injury for more than five (5) consecutive work days or three (3) consecutive work shifts may not be entitled to use sick leave credit for his absence on any day after the five (5) days or three (3) shifts unless and until he presents to his Appointing Authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or injury may, at the discretion of his Appointing Authority or the County Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the County Director-Human Resources and shall be at the District's expense.

Sec. 1407 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by said employee at the time of such termination irrespective of whether or not such person subsequently re-enters the District service.

Sec. 1408 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION: The District shall make cash payment of all unused sick leave as follows:

- A. An employee with 20,800 (40 hour employee) or 29,120 (56 hour employee) hours of service (or any combination of compensable hours equating to 10 years of service) shall, upon retirement or termination, with the exception of discharge for cause, or upon death notwithstanding length of service, receive a cash payment of one hundred percent (100%) of his unused sick leave balance, except that said employee may instead, in lieu of cash payment, elect to be credited for fifty percent (50%) of sick leave accumulated as of the date of retirement and that such sick leave credit be in addition to service credit pursuant to Government Code Section 31641.03. An employee retiring on a service-connected disability will receive a cash payment of one hundred percent (100%) of his unused sick leave balance.
- B. Prior to separation, sick leave accruals of line assigned employees will be converted to a forty (40) hour work week basis and shall be computed upon the hourly rate equivalent to the employee's hourly rate of pay on the last day worked.

A Joint Labor Management Committee will be established to study the ability to contribute the value of sick leave accruals at separation of employment to a post-retirement health plan whereby such contributed funds could be used to pay premiums for medical insurance for the retiree and eligible dependents without being subject to federal or state income taxed and to consider increasing the payout rate above the twenty-five percent (25%). Any agreed upon changes will be implemented as an amendment to this Agreement.

- Sec. 1409 RATE OF PAY WHILE ON SICK LEAVE: While on sick leave, employees shall be compensated at the same base rate of pay they would have received if they had been on the job.
- Sec. 1410 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Accrued sick leave may be utilized by such employee after exhaustion of all Labor Code Section 4850 benefits and until such time the employee has been retired from the District.
- Sec. 1411 SICK LEAVE REPORTING: Employees authorized to be absent from the job due to illness or injury shall report the absence on a straight-time basis. Absence for a full shift of a line assigned employee would constitute using twenty-four (24) hours of sick leave.
- Sec. 1412 ACCRUAL ADJUSTMENT: Upon reassignment to a forty (40) hour work week, an employee's sick leave accrued on a non-forty (40) hour work week shall be adjusted proportionately downward to provide an equal amount of time off. Upon reassignment to a non-forty (40) hour work week status, the employee's sick leave time accrued on a forty (40) hour

work week basis shall be adjusted proportionately upward to provide an equal amount of time off.

## **ARTICLE 15 INDUSTRIAL LEAVE**

Notwithstanding any other provisions of this Agreement, payment of industrial disability compensation salary for absence caused by a work-related injury or work-related illness shall be governed by the applicable section of the Labor Code of the State of California. The District shall not deduct either State or Federal withholding taxes from Labor Code Section 4850 payments unless required by Federal or State law. In the event sick leave has been used prior to the Labor Code Section 4850 payment, the District shall not be required to reimburse any withholding taxes from said sick leave.

## ARTICLE 16 LEAVES OF ABSENCE

Sec. 1601 LEAVES OF ABSENCE - GENERAL POLICY: Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the Appointing Authority not to exceed one (1) year where such leave is in the best interest of the District. Additional leave for the same purposes may be granted by the County Director-Human Resources with the concurrence of the District. This section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.

It is the intent of the parties to fully comply with the mandated minimum requirements of both the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Any leave granted pursuant to this Article shall run concurrent with, any leave granted pursuant to the FMLA, USERRA or CFRA.

Sec. 1602 NO LOSS OF RIGHTS OR BREAK IN SERVICE: Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in District Service.

Sec. 1603 RETURN FROM LEAVES OF ABSENCE: An employee absent on authorized leave of absence may return to work prior to expiration of the period of authorized leave upon receiving permission thereto from the District. However, employees are responsible for reporting to work promptly following the last day of said official leave of absence.

Sec. 1604 BEREAVEMENT LEAVE: An employee may be absent for up to forty-eight (48) hours for fifty-six (56) hour personnel or twenty-four (24) hours for other employees without loss of pay because of the death of the employee's spouse, registered domestic partner, parent, step-parent, guardian, brother, step-brother, sister, step-sister, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law of an employee. This entitlement is separate from sick leave and should not be charged to sick leave.

Such absences must be taken within one (1) year from the event date and may be taken in full-day increments only. When circumstances require absence in excess of the time allowed, the Appointing Authority may allow, with Human Resources Battalion Chief approval, the use of an additional bereavement leave day, accrued combined leave, compensatory time off, or one (1) shift or day of sick leave.



Sec. 1605 MATERNITY LEAVE: An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician or, if the Appointing Authority requests, the determination may be made by the District's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:

- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy;
- B. The District physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the District; or
- C. The employee is unable to satisfactorily perform her job duties.

Sec. 1606 LENGTH OF MATERNITY LEAVE: A six (6) month leave of absence without pay may be granted by the Appointing Authority, and an additional six (6) months may be granted upon showing of exceptional circumstances.

## **ARTICLE 17 PERFORMANCE REVIEWS**

- Sec. 1701 ADMINISTRATION OF EVALUATION PROGRAM: Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the County Director-Human Resources. One copy of each fully completed and signed report shall be given to the employee. Performance evaluations shall be completed at least semi-annually during the probationary period on new employees.
- Sec. 1702 NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluations period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the supervisor's comments. Space will also be provided so that employees may sign and give related comments of their own relative to the performance evaluations. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division, department head, or the County Director-Human Resources. If no space is available on the performance evaluations form, the employee may add an attachment.
- Sec. 1703 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance evaluation reports shall be confidential and shall be made available as required to the employee, Appointing Authority, County Director-Human Resources, and the Civil Service Commission. The employee may designate in writing that his representative may inspect such evaluations.
- Sec. 1704 CHANGING OF PERFORMANCE EVALUATION FORM: A performance evaluation shall not be changed, modified, or altered after the employee has signed the performance evaluation without the employee's knowledge. In the event that a supervisor desires to change, modify or alter an employee's evaluation after the employee has signed the evaluation, the supervisor must set forth the reasons for the change, modification or alteration in writing as well as highlight on the performance evaluation the change, modification or alteration and the employee shall initial the change acknowledging awareness of the change.

## ARTICLE 18 PERFORMANCE PROBLEMS

- Sec. 1801 COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, the employee's first-level supervisor shall provide informal counseling. A documentation confirming such counseling shall be given to the employee within twenty-one (21) calendar days from the date of the counseling session. Such documentation shall not be placed in an employee's personnel file.
- Sec. 1802 UNFAVORABLE REPORTS ON PERFORMANCE (WRITTEN REPRIMANDS): If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective action, if appropriate. For EMS related issues, input may be obtained from the EMS Captain. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it. The employee shall have the right to attach to the material a written explanation and/or denial of the contents thereof. A copy shall be given to the employee and a copy filed in the employee's personnel file. Provided no additional reports have been issued during the intervening period, the unfavorable report shall be removed from the employee's file at the end of two (2) years. All reference to such unfavorable performance shall be removed from the employee's personnel file.
- Sec. 1803 IMMEDIATE DISCIPLINE: This Article shall not operate as a bar to reprimand, immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct warrants such action and where such action is permissible under law.
- Sec. 1804 INVESTIGATIONS: In the event allegations are received regarding possible misconduct by an employee, an investigation regarding such allegations shall commence no later than twenty-one (21) days after knowledge of the allegation.
- Sec. 1805 STATUS CHANGE IN CALIFORNIA DRIVER LICENSE: As soon as an employee is aware the status of his California Driver License is going to change, the employee is required to immediately notify Fire District Management.

## **ARTICLE 19 PROBATIONARY PERIOD**

Sec. 1901 LENGTH OF PROBATIONARY PERIOD: The probationary period for Safety Members is twenty-six (26) pay periods, which equals two thousand, nine hundred twelve (2,912) hours exclusive of overtime. The probationary period for non-safety members is thirteen (13) pay periods, which equals one thousand, forty (1040) hours exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail.

Sec. 1902 EMPLOYEES WHO MUST SERVE PROBATIONARY PERIODS: The following employees shall serve probationary periods:

- A. Newly hired employees
- B. Employees who are promoted
- C. Persons appointed from District service reinstatement eligible lists

Prior service in an extra help, intermittent, or provisional status shall not be considered part of the probationary period.

Sec. 1903 EXTENSION OF PROBATIONARY PERIOD: Employees serving probationary period may request and the Fire Chief may authorize, or the Fire Chief, of his own initiative, may authorize an extension of the probationary period of an additional 112 to 1,456 hours of compensable service in 112 hour increments for 56 hour employees and 80 to 1,040 hours of compensable service in 80 hour increments for 40 hour employees where insufficient training, marginal performances and other related factors warrant such extension. The Fire Chief shall notify the County Director-Human Resources and the employee of any extension and the reasons therefore.

Where the District is considering the extension of an employee's probationary period, such employee shall be informed of his right to representation at a meeting to discuss the extension of the probationary period. Upon request of the employee, the District shall consult on such extension with the employee and the Association.

Sec. 1904 PROBATIONARY PERIOD REVIEW: Prior to the conclusion of a probationary period, the District has the responsibility of reviewing the conduct, performance, responsibility and integrity of each employee and determining whether the employee is fully qualified for permanent status. Performance evaluation reports for probationary employees shall be submitted to the County Director-Human Resources at least ten (10) days before the end of the probationary period. The County Director-Human Resources shall notify the District immediately in writing of any misrepresentation of fact or false statement made by a probationary

employee relating to that employee's obtaining employment with the District.

Sec. 1905 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during his probationary period, except if the cause warrants action to dismiss him from the District service, shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his permanent personnel file. Upon a return to his former position in the same agency or department, the employee shall not serve a new probationary period. In the absence of such vacancy in the agency or department in which he held permanent status, the dismissed probationary employee may either:

- A. Accept a position in the same class in another department or agency if a vacancy exists, and serve another probationary period;
- B. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he held permanent status, with the right to be restored to his original classification when the first vacancy occurs. He need not serve a new probationary period if he accepts a voluntary demotion; or
- C. When an employee takes a probationary demotion to a lower related class in which a probationary period had not previously been served, such employee shall be required to begin a new probationary period.

## ARTICLE 20 PHYSICAL EXAMINATIONS FOR FIRE UNIT EMPLOYEES

### Sec. 2001 PHYSICAL EXAMINATION:

- A. A physical examination shall be made available as provided below. The content and extent of the examination for each individual shall be determined by the County Director of Employee Health Services. The profile of the examination shall be maintained by the Employee Health Services Unit.
  - 1. Ages 18 through 39 - every two (2) years during the same month as the DMV required physical.
  - 2. Age 40 through retirement - each year during the same month as the DMV required physical.
- B. All employees who come in contact with any hazardous/toxic material shall be subject to medical evaluation and surveillance as required by OSHA.

Sec. 2002 PRESUMPTIVE CONDITIONS: When, as a result of the examination provided under 2001, above, the County's Employee Health Services Physician advises that diagnostic testing to determine the existence of "presumptive" related problems should be conducted and such benefits are not payable under Worker's Compensation laws, the District agrees to pay the cost of said testing.

Sec. 2003 SCHEDULING OF EXAMINATION: Examinations shall either be scheduled during on-duty time, or at the employee's option, on an off-duty day.

- A. If on-duty, the employee shall arrange for his own coverage. Should his coverage cancel, the employee will work that day and management will re-schedule the examination for another day. Examinations shall be scheduled at least thirty (30) days in advance, and shall be placed on the callback roster for voluntary callbacks.
- B. If off-duty, the employee shall be compensated on a straight-time basis for actual hours utilized. If the employee fails to keep his appointment for any reason other than good cause, the employee shall forfeit the pay and shall be required to take the physical examination off-duty and without compensation.

Sec. 2004 PHYSICAL FITNESS: The physical fitness program currently in existence shall be continued by the District.

## ARTICLE 21 PERSONNEL FILE

Sec. 2101 EMPLOYEE KNOWLEDGE OF MATERIAL PLACED IN PERSONNEL FILE: Personnel files are privileged information. No material with the exception of those items listed in Sec. 2102 shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it. The employee shall have the right to attach to the material a written explanation and/or denial of the contents thereof.

Sec. 2102 EXCLUSIONS: The following items are excluded from official notification:

1. Time Card Balance Sheet (4 year card)
2. Name, Address or Telephone Change
3. Personnel Action Form
4. Payroll Supplement
5. Certificates
6. Performance Review (signed)
7. Maintenance Physical Data Sheet
8. First Report of Injury
9. Worker's Compensation Benefit Sheet
10. Outside Employment Approval Form
11. Accident Review Board Report
12. Ventura County Employee Personnel Record (card)
13. Verification of Employment
14. Check stubs from Risk Management
15. Damage/Loss Report
16. Separation Form
17. Additional Pay Action Form

Sec. 2103 EMPLOYEE PERSONNEL FILES: With the exception of confidential items such as reference letters, all employee personnel files official or unofficial maintained by the District, County or the department will be open for inspection by the Civil Service Commission, the Director-Human Resources (or designated members of his staff), departmental executive staff, the employee, or his authorized representative, designated in writing, at the employee's request during business hours. A copy will be provided to the individual within five (5) days of his request. The cost of producing such materials shall be shared equally. There shall be one (1) official personnel file, which shall be maintained by the County Human Resources Division.



## ARTICLE 22 ADDITIONAL EMPLOYEE BENEFITS

Sec. 2201 DEFERRED COMPENSATION: Employees covered under the provisions of this Agreement may participate in the County's Deferred Compensation Program.

- A. Employees may participate in the County's 457 Deferred Compensation Plan. Participation in said plan shall be subject to the rules and regulations applicable to the plan.
- B. Employees may participate in the County's 401(k) Shared Savings Plan. Employees may elect to contribute a percentage of their compensation into the plan within the limits set forth in Section 301 of the plan.
- C. Employees in the Auxiliary unit covered by this agreement may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one and one-half percent (1.5%) of hourly rate of pay and the District shall match one and one-half percent (1.5%).

All employees who participate in the plan shall be subject to the provisions of the plan and all legal requirements and/or limitations applicable to the plan, including limitations on the amount of combined annual contributions to the plan.

- D. Effective August 7, 2022, employees in the Fire Unit covered by this agreement may participate in the County's Deferred Compensation 401(k) Plan. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one and one-half percent (1.5%) of hourly rate of pay and the District shall match one and one-half percent (1.5%).

Sec. 2202 SERVING AS WITNESS: No deductions shall be made from the pay of an employee for an absence from work when subpoenaed to appear in court or at a deposition or other judicial or administrative proceeding as a witness, other than as a litigant, in a matter pertaining to any event or occurrence arising during the course and scope of the performance of duties as a sworn firefighter. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee.

Sec. 2203 JURY SERVICE: No deductions shall be made from the pay of an employee absent from work when required to appear in court as a juror for petit jury panels for Municipal and Superior Courts. When possible to do

so, employees shall provide advance notification of any anticipated absence to their immediate supervisor. Mileage and other actual expense reimbursement received as a result of service as a juror may be retained by the employee.

Sec. 2204 SHIFT TRADES: Shift trades shall be accomplished in accordance with the provisions of Administrative Policy 11202 in effect on the date of this agreement, a copy of which is attached as Appendix B, or as mutually amended by the County Executive Office, the Fire District and VCPFA.

Sec. 2205 EMERGENCY FEEDING: Every attempt shall be made to provide meals for employees engaged in emergency activity at intervals not to exceed six (6) hours.

Sec. 2206 VOTING: If an employee lives outside of their engine company area, they should make arrangements to vote with an absentee ballot. If he/she is working on Election Day, they should have voted prior to reporting for work. Where an employee is working as a result of a callback, they shall be allowed time off to vote without loss of benefits.

Sec. 2207 TRANSFERS: Transfer requests will be considered after one (1) and two (2) year time limitations at assignments. Any changes must be made in writing. Transfer requests will be granted on a seniority basis.

A. Procedures: The Fire District has established procedures for the transfer and reassignment of employees. The Fire District may process transfer requests on an as needed basis and this will occur, at a minimum, on a quarterly basis. In addition, transfer requests shall be processed whenever a Firefighter Trainee has been promoted to the classification of Firefighter. Transfer request shall be made on VCFD #39 in accordance with instructions in the "Procedure Manual for Report Forms".

Transfer Selection Date: Transfer cards must be submitted and transfer requests will be processed in accordance with the schedule published by the District.

Note: Preferences must be shown. All changes will require submittal of a new Form #39. All form #39's will be date stamped by the receptionist at headquarters. The following requests will not be recognized by the administration:

1. Requests received after 5:00 p.m. on the designated closing date.
2. Requests having no date stamp, thus precluding telephone and/or verbal corrections of VCFD #39.

3. Personnel who have not fulfilled their time limit at present requested assignment.
- B. Expiration date of Form #39: On December 31 of each year, all requests for transfer will have expired. Individuals who want to remain eligible for transfer must submit new cards.
  - C. Time Limitations at Assignments: The effective date of assignment shall be the date stated in the HR Bulletin announcing reassignments. Employees will first become eligible for transfer in the same quarter as that of the previous year in which the current assignment was bid. This is regardless of whether a full 365 days have been completed at the current assignment. In the case of a 2-year commitment, employees will become eligible in the same quarter of the second year.
    1. Line Assignments:
      - A. Engine & Truck Companies: One continuous year.
      - B. Hazardous Incident Response Team (HIRT): Two continuous years upon completion of requisite training to the Technician level or equivalent. (TA 9/03/03)  
  
Exceptions: Personnel who have previously met the two-year commitment and have maintained "HazMat" technical certification shall only be required to make a full one-year commitment upon a reassignment to HIRT. In the event an employee assigned to the HIRT has not been trained to at least the HazMat Technician level within the first twelve (12) months of his/her assignment, that employee shall be released from the two (2) year commitment. Any other exception must be approved by the Chief and/or his authorized designee.
    2. Staff: Members assigned to staff functions shall remain at an assignment for a minimum period of one (1) year before being eligible for a transfer. Any exception must be approved by the Fire Chief. Persons not filling an assignment of their choice will not be held to these limits. The provision requiring a one-year commitment was modified in July 2010 from a previous requirement for a two (2) year commitment. At the conclusion of this agreement, the staff time commitment will be reevaluated and automatically revert to the previous two (2) year requirement unless there is mutual agreement by both parties to continue at one (1) year.

Members transferring into a staff assignment may, at their discretion, retain the right to return to their previous field assignment at the completion of their one (1) year commitment, provided that they held "bid rights" to that assignment at the time they transferred into staff.

With the mutual agreement of the VCPFA and Fire District management, the time period associated with this provision may be extended up to eighteen (18) months for the purposes of completing specialized project work where a reassignment would significantly disrupt completion of the project.

3. Mutual transfers: Members of equal rank may request a mutual transfer. Such requests shall be submitted to the Operations Bureau, which will route the request to the appropriate member(s) of department management, who will act upon said request according to the policies set forth herein and must meet time eligibility requirements. Mutual transfers may be denied and/or reversed by joint action of the District and VCPFA to avoid unfair manipulation of the remaining provisions of this section.

Mutual transfers shall not be allowed between staff and line assigned personnel or staff and staff assigned personnel or when one or both parties are within three (3) bid cycles of retirement notification. Mutual transfers are permitted between 56-hour line-assigned personnel and 40-hour engine personnel.

4. Special Assignments: The District may assign a line employee to an assignment and schedule other than that specified by Section 1002 in order to perform a special project for up to one hundred eighty-two (182) days. If the employee and the District both agree to extend the assignment beyond the 182-day period, on the day thereafter the employee's station position shall be considered vacant and subject to the transfer procedure set forth in this section. The benefits set forth in Section 2207-D shall not be available to an employee agreeing to remain in the special assignment beyond 182 days.

Special assignment to the Wildland Fire Crew Section will be for the length of declared fire season and such employees shall not have their permanent assignment considered vacant.

5. No-Choice Assignments: A regular vacancy that is filled by an employee who did not request the assignment through

the transfer process is considered a no-choice assignment. Commencing with the effective dates of the assignment and for up to six months, such assignments will continue to be advertised and are subject to bid. If no one has transferred into this assignment within six months, the vacancy is no longer open for bid and will no longer be advertised. Additionally, the individual filling the no-choice assignment will become permanently assigned and can no longer be bumped. No-choice assignments are not held to the time limitations as stated above.

- D. Reductions in allocations or displacement: Reduction in allocations or displacement: Preference will be given to those individuals forced to transfer due to either a reduction in personnel or displacement. Those affected will be placed at the top of the seniority list in the order they are displaced - "first displaced, first placed." Upon notification to the Ventura County Professional Firefighters Association from the Fire Chief that a position will require displacement, any employee who subsequently transfers into that position will not be eligible for the preference described above.
- E. Firefighter Trainees and Training Positions - Two (2) firefighter positions in each battalion shall be designated as trainee positions at the discretion of District management. Once a designation is made, the firefighter with the least amount of seniority within the company to which the designated position is assigned shall be displaced for a period of no longer than nine (9) months and shall not be displaced again, as a result of this provision, for a period of twelve (12) months following the conclusion of the displacement period. The temporarily displaced employee shall retain the right to the assignment when it is not filled by a trainee, with no loss in assignment minimum time limits for purposes of requesting transfers. No firefighter trainee shall be allowed to utilize the procedure(s) set forth in the foregoing subsections of this section.
- F. The foregoing transfer procedure shall not be available to entry level employees who have not yet completed their initial probationary period. Those individuals may be reassigned at the sole discretion of the District management, provided, however, that if such a reassignment is deemed necessary, the individual will be reassigned to a vacant position for which no other employee has submitted a transfer bid. If no such vacant position then exists, the individual will be assigned to a vacant position for which a transfer bid is pending, provided that such transfer bid shall be honored as soon as the reassigned probationary employee has either successfully completed probation or been removed from that position. If no such vacant position then exists, the District

management shall make every effort to accomplish the reassignment through a voluntary trade before displacing a regular employee. If no trade can be effectuated, the reassignment must displace the least senior regular employee in the desired battalion.

- G. Notwithstanding the foregoing transfer procedure, District management shall have the exclusive right to reassign employees on a temporary or permanent basis, whichever is appropriate, (1) to resolve issues of employee incompatibility, (2) on a temporary basis in instances of sub-standard job performance so as to provide an opportunity for the employee to be evaluated independently or receive additional training, (3) to balance staffing needs throughout the District on a temporary basis because of a disproportionate number of vacancies within a battalion/shift and (4) to cause the most qualified person to occupy a particular assignment which requires specialized knowledge, skills or abilities, such as the Hazardous Materials Team or the Urban Search and Rescue Team, where there are no qualified volunteers for the assignment. Whenever possible, the reassigned employee shall be moved to a vacant position or a position that is occupied by an individual who has submitted a transfer request for the position that would be vacated by the reassigned employee. If no such position is then available, every effort will be made to move the reassigned employee to a position, which another employee has voluntarily agreed to vacate in order to accomplish the reassignment. If there are no vacant positions or volunteers, as described above, the reassigned employee will displace the least senior person in his/her classification at a different location within the same battalion unless there is an issue of incompatibility which is so serious that the employee needs to be reassigned to a different battalion, in which case the reassigned employee will displace the least senior person in his/her classification outside of the battalion.
- H. The transfer procedure described above shall not be applicable when filling either staff assignments or specialty operation assignments for which employees are volunteering. In those situations, each individual who has volunteered for the position or assignment shall be entitled to be interviewed by the appointing authority and each employee not selected shall be afforded the same information and opportunities as that provided to eligible candidates for promotions who have been "passed over" as described in Section 1204.

Sec. 2208 ALTERNATIVE TRANSPORTATION & PARKING: At the discretion of the Fire Chief, employees assigned to work at headquarters may be required to utilize alternative forms of transportation to come to work and/or to pay for parking at District facilities.

## ARTICLE 23 LAYOFF PROCEDURES

- Sec. 2301 PURPOSE: To provide a means by which employees are to be demoted or laid off in the event a reduction in force occurs.
- Sec. 2302 LAYOFF PROCEDURE: Employees shall be laid off in the following order within the affected classification(s)/rank(s):
- A. Extra-help employees
  - B. Provisional employees
  - C. Limited term employees
  - D. Regular employees
- Sec. 2303 DETERMINING LENGTH OF SENIORITY: Seniority is established by using the following criteria in the order listed:
- A. Classification/rank of personnel: The seniority list is compiled to show seniority by classification/rank.
  - B. Tenure at present class/rank: Tenure shall begin on the date a person is promoted to a classification/rank and shall encompass the probationary period and any time served in a higher classification/rank; except that the time worked as temporary or acting in the classification/rank will not be considered when establishing seniority. (Except as mentioned in Section 517(B) of this Agreement as relates to salary and probation hours needed adjustment upon temporary promotion.)
  - C. Seniority: Effective July 1, 2009, if two or more employees are promoted on the same day, their respective seniority shall be based upon their respective length of service in their classifications of Firefighter (including Firefighter Trainee) and all higher classifications.
  - D. Tenure with the Ventura County Fire Department: Tenure shall begin on the date a person is employed in any regular position with the District and shall encompass the probationary period.
  - E. Certified standing: In the event that a tie exists between two (2) or more persons after considering the above criteria, the next consideration will be the person's final examination score on the certified eligibility list that determined their classification/rank.
  - F. Judgment of the Fire Chief: Any additional criteria as to seniority shall be at the judgment of the Fire Chief.

1. Employees on authorized leave of absence shall not be considered a break in service for determining length of seniority, except that time not on the job shall be deducted; notwithstanding that military leave of absence, from the District, shall not be deducted from total seniority.
2. When an employee terminates and is re-employed within two (2) years of said employee's termination date, the employee shall retain credit for prior service. When the period of absence exceeds two (2) years, no credit for prior service will be given for the purpose of establishing seniority.

Sec. 2304 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off will be made within the District on a class/rank by class/rank basis. The Appointing Authority shall designate the class(es)/rank(s) to be affected. The order of layoffs shall be consistent with Section 2302 of this procedure, based on the reverse order of seniority.

Upon certification by the department/agency head and approval by the Director-Human Resources and the Association that an employee possesses unique skills, knowledge and abilities required by the Department to meet its public service function, and in consideration of the County's Affirmative Action Plan, said employee shall be exempt from the aforementioned seniority provision.

Sec. 2305 TRANSFER IN LIEU OF DEMOTION: A regular employee who is to be laid off may transfer and/or voluntarily demote and transfer to any vacant position for which they qualify. The provisions of this Agreement shall govern such transfers and/or voluntary demotions and transfers.

Sec. 2306 DEMOTION IN LIEU OF LAYOFF: If a regular employee, who is to be laid off, does not transfer and/or demote and transfer, then such regular employee shall have the right to demote to any class/rank within which that employee previously held status. If that regular employee has not previously held permanent status in the classification/rank to which said employee must demote, then that employee must serve a regular probationary period in that new class/rank. There does not need to be a vacant position within the class/rank for an employee to exercise this right. If, as a result of the exercising of this right, layoffs must occur in the class/rank to which that employee demoted, then such layoff shall be made in accordance with the provisions of this Agreement. (NOTE: All employees demoted involuntarily to a lower classification/rank will be paid in the lower class/rank in accordance with Section 508 of this Agreement.)

Sec. 2307 REINSTATEMENT:

- A. Employees demoted as a result of this demotion procedure, as outlined above, shall have their names placed on a Classification



Reinstatement List, in the order of their seniority, as determined by Section 2303 of this procedure.

- B. Employees within positions represented by the Association will be the first to be offered such vacant positions within the District, unless the individual's name has been removed from the eligible list in accordance with the provisions of Section 716 of the Personnel Rules and Regulations.

Sec. 2308 RE-EMPLOYMENT:

- A. All regular employees and all probationary employees who are laid off as a result of the procedure outlined above, shall have their names placed on a Re-employment list in the order of their seniority, as determined by Section 2303 of this procedure.
- B. Employees within the positions represented by the Association will be the first to be offered such vacant positions, unless the individual's name has been removed in accordance with the provisions of Section 716 of the Personnel Rules and Regulations, prior to an open or promotional recruitment.

Sec. 2309 DURATION OF REINSTATEMENT AND RE-EMPLOYMENT LISTS: The eligibility of individuals on the lists described in Section 716 above shall extend for a period of two (2) years from the date of demotion or layoff, except that eligibles not responding to written notification of an opening within ten (10) calendar days shall have their names removed from the eligible list.

Sec. 2310 RESTORATION OF BENEFITS:

- A. Sick Leave: For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are re-appointed. Whenever a person becomes ineligible for re-employment and such person has not been re-employed, then, if at the point of layoff, such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Item 12 of the Ventura County Firemen's Association 1976-1978 Memorandum of Understanding.
- B. Seniority: For laid off employees, upon re-employment such employees shall have their seniority status held immediately prior to layoff reinstated and all time spent on layoff shall be treated as an authorized leave of absence without pay for seniority purposes.
- C. Rate of Pay: Laid off employees who are re-employed or demoted employees who are reinstated to the classification/rank demoted from shall receive a rate of pay equivalent to that which they were

receiving immediately prior to layoff or demotion, or the maximum of the pay range of the classification/rank, whichever is less, upon re-employment or reinstatement.

- D. Educational Incentive: For those employees receiving educational incentive payment at the time of layoff, upon re-employment, such employees shall be eligible to receive educational incentive.
- E. Demotion: Employees involuntarily demoted due to reduction in force shall retain their merit increase hours needed; upon being reinstated to the classification/rank they shall be entitled to any merit adjustment they would have received had they not been demoted; said increase shall become effective no sooner than the date of reinstatement to the previously held classification/rank.
- F. Combined Leave Accrual Rates: Laid off employees who are re-employed shall have the combined leave accrual rate they held immediately prior to layoff restored.
- G. Merit Increase Hours Needed for Purposes of Merit Increases: Upon re-employment, a laid off employee's merit increase hours needed shall be adjusted in accordance with the provisions of Section 510 of this agreement.
- H. Retirement Contributions: Upon re-employment, laid off employees shall not be required to re-deposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to re-deposit said funds to the retirement system.

## **ARTICLE 24 NON-DISCRIMINATION**

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY: The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, functional disability, or other non-merit factors.

The County of Ventura's Equal Employment Opportunity Plan will be fully supported by the Association.

**ARTICLE 25 PURCHASE OF RETIREMENT CREDIT  
FOR PREVIOUS MILITARY SERVICE**

Sec. 2501 PURPOSE: To provide a means by which certain employees of the District may purchase retirement credit for previous military service.

Sec. 2502 ELIGIBLE EMPLOYEES: Pursuant to the provisions of California Government Code Section 31641.95, and California Government Code Sections 31470.7, 31478, 31479, 31480, 31641.1, 31641.2, 31641.3, 31641.4, 31641.8, and 31641.9 authorizing the purchase of retirement credit for previous military service is hereby adopted.

**ARTICLE 26 ASSOCIATION REPRESENTATION**

Sec. 2601 OFFICERS AND REPRESENTATIVES: The District shall recognize the officers and elected representatives of the Association. The Association shall keep management advised in writing of its officers and representatives.

Sec. 2602 TIME FOR ASSOCIATION BUSINESS: Consultation and negotiation with the recognized employee bargaining unit will normally be conducted during regular working hours, with reasonable time being granted Association representatives without loss of benefits, in connection with officially requested or approved consultations or meetings with management officials. Upon prior notification to their work supervisors, Association representatives shall be allowed to participate in the following numbers and activities while on duty:

<u>NO. OF REPRESENTATIVES</u>	<u>ACTIVITY/FUNCTION</u>
5	Negotiations with District negotiation team
3	Scheduled meetings with District management
1	Board of Directors meetings for agenda items directly affecting them
1	Civil Service Commission meetings
-	In numbers mutually agreed to for the purpose of joint management-VCPFA committees

Sec. 2603 MEETINGS AND CONFERENCES: Employees on duty will continue to receive pay at board of directors and membership meetings scheduled at reasonable intervals of time. At the beginning of each fiscal year the annual amount of Association Leave Hours shall be mutually agreed upon prior to use. Association Leave shall be made available to the Association Representatives for purposes of conducting general Union business, attending Association meetings and employee relations conferences offered by colleges, universities, the international association of firefighters, or similar recognized institutions, associations and unions. Allocation of Association leave hours will be at the sole discretion of the VCPFA President.

Authorization of such leave shall be conditional upon prior notification. Notification shall be made to the roster station and the employee's supervisor as soon as reasonably possible. Association board members will make every effort not to disrupt regular company operations.

- Sec. 2604 PERMISSION TO PERFORM ASSOCIATION BUSINESS: Association representatives are authorized reasonable time during on-duty hours to process employee complaints, grievances, and to conduct negotiations with management at the local level. All Association representatives must obtain permission one (1) shift in advance, except that in an emergency they must obtain prior permission to leave their station or worksite for the purpose of any business conducted during on-duty hours. The District shall not unreasonably withhold permission and the representatives will account for their time as requested by management; the Association will, however, safeguard against excessive time. The activities of Association battalion representatives shall be limited to the battalion he represents as designated by the Association.
- Sec. 2605 LIMITATIONS ON BUSINESS ACTIVITY: Association representatives shall not use their official Association position for matters outside the scope of this Agreement and will conduct their business with dispatch. Time used during normal on-duty hours will be with the knowledge and approval of appropriate supervisor. The District shall not unreasonably withhold permission.
- Sec. 2606 BUSINESS ACTIVITY BY NON-EMPLOYEE REPRESENTATIVES: Designated Association representatives not employed within the District shall be permitted to visit stations for a reasonable time to discuss grievances or other matters relative to an employee's employment relations with the District. The representative shall advise the appropriate Captain of the visit prior to such visitation. It is understood that such visits will not disrupt their work programs or result in any loss of employee production. Visitations for general discussions are permissible and shall be conducted during lunch or after 5:00 p.m. Under no circumstances shall a visit interrupt emergency duties, training sessions, fire prevention activities, or other duties not of a routine nature. It is understood that solicitation or membership drives will not be conducted during these visitations.
- Sec. 2607 DUES DEDUCTIONS:
- A. Within two full pay periods following adoption of this Agreement, and by January 1st of every year thereafter, VCPFA shall provide the County Auditor-Controller with an "authorized deduction" report which, as of the date of the report, certifies all those bargaining unit members who have clearly and affirmatively authorized the deduction of Association membership dues and other deductions and the deduction amounts as of the date of the report.
  - B. VCPFA shall provide written notification to the County Auditor-Controller of new dues authorizations and/or revocations promptly after receipt. Such written notification shall, at a minimum,

identify the employee(s) by name and their District identification number.

- C. Once received, the County Auditor-Controller shall make the membership dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to VCPFA via Electronic Funds Transfer (EFT) within ten (10) working days of each payday. The Auditor-Controller shall also provide the breakdown of each amount remitted (i.e., membership dues) in Excel format to an email address provided by VCPFA, within ten (10) working days of each payday.
- D. VCPFA shall indemnify, defend, and hold the District, its officers and employees, harmless from any liability that may result from making, canceling, or changing deductions for which VCPFA was responsible for providing written notice to the District under this section. This is not intended to limit or waive any other remedies the District may have under law.

Sec. 2608 ASSOCIATION-SPONSORED DEDUCTIONS: In the event the Association wishes to utilize a new payroll deduction code for an Association-sponsored activity, the Association shall make a request of the County Auditor-Controller. Dependent upon the availability of additional codes and the agreement of the Auditor-Controller, the new code may be instituted. Upon such approval, the Association shall pay in advance to the County Auditor-Controller the sum of \$950.00 for activating the code.

Sec. 2609 HOLD HARMLESS CLAUSE: The Association shall agree that the District and County be held harmless with regard to any mistakes or misuse arising out of the use of Association sponsored deduction codes including dues check off and Association sponsored insurance.

Sec. 2610 COMMITTEES:

- A. The Association recognizes that from time to time the District, in order to more efficiently manage the fire district, will convene certain committees for the purpose of investigating and recommending a course of action to the Fire Chief. The District, recognizing the importance of the Association's input, agrees that at least one Association member designated by the President shall be a member of each said committee.
- B. The District and the Association jointly agree that it is in the best interest of both parties to maintain the committee process.

The department head shall forward to the Association all proposed rule and regulation, Administrative Policy Guide or any change to them, at least 30 days prior to their proposed implementation.

Any rule, regulation, or policy, which affects wages, hours, working conditions are subject to the "meet-and-confer" process, as established by state law. The committee will meet as often as needed to discuss all proposals. Once a proposal has been agreed to, the master copy of the proposal will be signed by both parties. If agreement cannot be reached, the proposal will be deferred to formal "meet-and-confer" sessions for a successor Memorandum of Agreement. Once a proposal has been agreed to, it shall be provided to all work sites within two (2) weeks.

Sec. 2611 EMPLOYEE LISTS: The District shall furnish the VCPFA a listing of all employees and their classifications on a quarterly basis.



## **ARTICLE 27 GRIEVANCE PROCEDURE**

Sec. 2701 DEFINITION: A grievance shall be defined as a dispute by an employee or a group of employees concerning the application or interpretation of:

- A. The terms of this Agreement;
- B. Existing written policies affecting an employee's terms and conditions of employment;
- C. Written reprimands, which shall not be subject to the provisions of Article 23 of the Personnel Rules and Regulations or reviewable under any administrative procedure other than this grievance procedure.

Sec. 2702 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 2701, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary appeals, which shall be governed by the provisions of Article 29 Disciplinary Arbitration.
- B. All appeals arising from examinations, which shall be considered by the Civil Service Commission in accordance with its Rules and Regulations.
- C. Performance review evaluations, which shall be reviewed by the Fire Chief upon request by the employee.

Sec. 2703 INFORMAL COMPLAINT WITH SUPERVISOR - STEP NO. 1:

- A. The grievance shall first be discussed on an informal basis by the aggrieved employee with his immediate supervisor within twenty-one (21) calendar days from the occurrence of the matter on which the complaint is based or within twenty-one (21) calendar days from his knowledge of such occurrence.
- B. Within twenty-one (21) calendar days from the day of discussion with the employee, the immediate supervisor (or in his absence an authorized representative) shall orally reply to the employee's complaint.

Sec. 2704 FORMAL COMPLAINT WITH BATTALION CHIEF - STEP NO. 2:

- A. Within fourteen (14) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to

be properly filed unless it is completed on an official and appropriate form supplied by the department and available at all fire stations. Such written grievance shall:

1. Reasonably and adequately describe the grievance and how the employee was adversely affected.
  2. Set forth the section(s) of the Agreement and/or written policies violated.
  3. Indicate the date(s) of the incident(s) grieved.
  4. Specify the remedy or solution to the grievance sought by the employee.
  5. The date upon which the Step No. 1 informal complaint was raised to the employee's immediate supervisor.
  6. The date upon which the immediate supervisor gave his/her verbal response to the informal complaint.
- B. Within fourteen (14) calendar days, the Battalion Chief shall give his/her decision in writing to the employee on the original copy of the grievance.

Sec. 2705 FORMAL COMPLAINT WITH SECOND LEVEL MANAGER – STEP NO. 3:

- A. Within fourteen (14) calendar days from the receipt of the decision at Step No. 2, the employee may appeal to his second level manager/division chief. The original copy of the grievance form, with the reasons in writing for dissatisfaction with the answer given by the Battalion Chief shall be submitted.
- B. Within fourteen (14) calendar days from receipt of the grievance, the second level manager/division chief shall meet with the employee. The employee may be accompanied by his designated representative at such a meeting. Within seven (7) days of such meeting, the second level manager/division chief shall give his/her decision in writing to the employee on the original copy of the grievance.

Sec. 2706 FORMAL COMPLAINT WITH THIRD LEVEL MANAGER/DIVISION CHIEF - STEP NO. 4:

- A. Within fourteen (14) calendar days from receipt of the decision at Step No. 3, the employee may appeal to the Fire Chief. A copy of the grievance form, with the reasons in writing for his dissatisfaction

with the answer given by the second level manager, shall be submitted.

- B. Within fourteen (14) calendar days from the receipt of the employee's grievance, the Fire Chief (or a designated representative who has not been involved in the grievance in prior steps) shall make a thorough review of the grievance and give a written decision to the employee, and, with employee's written permission, the authorized employee organization.
- C. On matters that do not concern or involve the interpretation or application of wages, hours, and terms and conditions of employment, the written decision of the Fire Chief shall be final as to the disposition of matters within his authority. The written decision of the Fire Chief shall be forwarded to the grievant, the Director-Human Resources, and the Association (with employee's written permission).

Sec. 2707 AUTOMATIC ADVANCEMENT TO NEXT HIGHER STEP: In the event the person to whom the grievance has been submitted at a particular step, fails to respond within the time allotted, the grievance shall automatically be advanced to the next step.

Sec. 2708 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by the Association by submitting a letter requesting that the grievance be submitted to arbitration to the County Director-Labor Relations within fourteen (14) calendar days after the Fire Chief renders a decision. Prior to submitting the matter to arbitration, the County Director-Labor Relations (or his designee) may meet with VCPFA in an effort to resolve the grievance. In the event the parties reach an agreement, the grievance shall be considered resolved and binding upon the parties. If there is no such agreement, the matter shall then be submitted to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement.
- B. Unless the parties agree otherwise, if they have not agreed to the identity of the Arbitrator within fifteen (15) calendar days following submission of the request for arbitration described in paragraph A above, the County Director-Labor Relations shall immediately request the State Conciliation Service to provide the parties with a list of five (5) potential arbitrators. As soon as practicable following receipt of that list, the parties shall alternately strike names from the list. The party making the first deletion shall be determined by lot. The final remaining name shall be the arbitrator for the grievance.

C. Costs

1. Costs of the arbitrator shall be borne by the losing party as determined by the arbitrator.
2. Each party shall be responsible for the cost of their own witnesses.
3. The grievant shall be allowed District time for attending the arbitration proceedings.

D. The arbitrator may interpret the Agreement but shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine whether or not there has been a violation of the Agreement in respect to the alleged grievance and shall determine and award the remedy necessary to correct the situation being grieved. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the arbitrator shall be final and binding upon the County, the District, the Association, and the employee affected, subject to Judicial review.

E. If either party shall claim before the arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this Agreement, the arbitrator shall proceed to decide such issue before hearing the case upon its merits. The arbitrator shall have the authority to determine whether the case will be heard on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, the arbitrator shall refer the case back to the parties without a decision or recommendation on the merits.

F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 2709 WAIVER: Time limits specified in this Article may be waived by mutual written agreement.

Sec. 2710 GRIEVANCE PROCEDURE CHANGES: Alleged violation(s) shall be arbitrated in accordance with the procedures set forth in the Agreement at the time the grievance is filed.

Sec. 2711 NEGOTIATION PROPOSALS: The fact that the District made proposals to alter Article 32 (District Rights) during the negotiations leading to this Agreement, the contents of those proposals and any discussion had with respect thereto shall not be used, cited or referred to in any way during, or

in conjunction with, the resolution of any dispute arising under, or requiring the interpretation of, this Agreement, including proceedings before an arbitrator, administrative body, court or judicial or quasi-judicial body.

Sec. 2712 GRIEVANCE REMEDY: Any remedy awarded in conjunction with a grievance submitted pursuant to this Article, either during the informal or formal grievance process as set forth in Sections 2703, 2704, and 2705 above, or from an ensuing arbitration, as set forth in Section 2708, above, including any back pay or benefits, shall not be affected by the time period within which to initiate a grievance as set forth in Section 2703(A) above but shall be limited to two hundred forty (240) days preceding the date on which the formal written grievance is filed at Step 2, as set forth in Section 2704 above.

## ARTICLE 28 GRIEVANCE - GENERAL IN CHARACTER

Sec. 2801 PURPOSE: In order to provide effective procedures whereby disagreements between the Association and management concerning the interpretation or application of the provisions of this Agreement affecting the rights of the parties or the working conditions of a significantly large number of represented employees in the Unit may be effectively addressed, the following procedures are agreed upon:

- A. Where the Association has reasons to believe that management is not correctly interpreting or applying the provisions of this Agreement, or existing written policies affecting an employee's wages, hours, terms, and conditions of employment, the Association may request, in writing, that the Fire Chief shall designate the appropriate Deputy Fire Chief or Assistant Fire Chief to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the specific facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. The request to meet shall be submitted within fourteen (14) calendar days from the occurrence of the matter on which the complaint is based or within fourteen (14) calendar days of knowledge of the occurrence. The VCPFA shall notify the department within forty-eight (48) hours of knowledge of alleged occurrence.

Within fourteen (14) calendar days of receipt of the request for such a meeting, the parties shall meet for the purpose of discussing and attempting to resolve the disagreement.

Within fourteen (14) calendar days from the date of the meeting, the management representative shall respond in writing to the Association's request.

- B. Within fourteen (14) calendar days from the management response, and in the event the matter is not satisfactorily resolved, the Association shall have the right to forward the grievance to the Fire Chief for resolution. The Fire Chief, the Deputy Chief, or the Assistant Chief who has not been involved in the grievance at Step A, above, shall respond to the Association within fourteen (14) calendar days. The Fire Chief may meet with the representatives of the Association's Board of Directors to gather additional information before issuing his written decision. The Fire Chief's written decision shall be issued within fourteen (14) calendar days following the meeting.
- C. Within fourteen (14) calendar days from the Fire Chief's response, if the matter is not satisfactorily resolved, and if the disagreement

meets the requirements of Section 2701 of this Agreement, the disagreement may be submitted to the County Director-Labor Relations who shall have the authority to attempt to resolve the issue prior to its being submitted to arbitration in accordance with the provisions of Section 2708 of this Agreement.

Sec. 2802 It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 27 of this Agreement. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Agreement or existing written policies affecting wages, hours, or working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees, or disagreements that can only be resolved at the Fire Chief's level. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 27. The Ventura County Director- Labor Relations shall determine whether the grievance is general in character. In the event the Ventura County Director-Labor Relations determines that the grievance does not qualify as a grievance, general in character, the individual(s) so affected shall have twenty-one (21) days from receipt of said determination to proceed in accordance with Article 27 of the current Agreement.

Sec. 2803 For the purpose of this Agreement, the term "significantly large number of employees" shall mean either:

- A. All employees represented by the Unit;
- B. All employees within a classification represented by the bargaining unit; or
- C. All employees, regardless of shift, at a specific work location ordinarily recognized by management as a work unit as opposed to an individual assignment.

Sec. 2804 EXTENSIONS: The time limits set forth herein may be extended by mutual written consent.

Sec. 2805 AUTOMATIC ADVANCEMENT TO THE NEXT HIGHEST STEP: In the event the person to whom the grievance has been submitted at a particular step, fails to respond within the time allotted, the grievance shall automatically be advanced to the next step.

## **ARTICLE 29 DISCIPLINARY ARBITRATION**

Sec. 2901    **PURPOSE:**

To provide an equitable and uniform procedure for administration and arbitration of discipline. For acts or omissions occurring after August 1, 2021, the provisions of this Article supersede those of Article 21 of the Ventura County Personnel Rules and Regulations.

Sec. 2902    **WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL:**

The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, reduced in pay and suspended, or demoted and suspended for cause as specified in Section 2903 by the appointing authority in the following manner:

- A.    The appointing authority shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such Notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he/she has the right to review the materials being used against him/her, and a statement advising the employee that he/she has a right to respond to the charges. A duplicate of that Notice must be filed with the Director-Human Resources and VCPFA.
  
- B.    Within seven (7) calendar days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority or his/her designee in said Notice of Proposed Disciplinary Action, the employee may respond to the proposed action. Such response may be presented orally or in writing. The employee has a right to have a VCPFA representative if he/she so chooses.
  
- C.    At the completion of the period provided in "B" above, the appointing authority shall review the employee's response, if any, and make a determination whether to cancel, amend, or sustain the proposed action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with a Notice of Disciplinary Action again setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based.

The Notice of Disciplinary Action shall also advise the employee that the action being taken is final and apprise him/her of his/her right to



request that VCPFA submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the Director-Human Resources and VCPFA.

Nothing in this section shall be considered to restrict the right of the District to take immediate disciplinary action when it is deemed appropriate.

Sec. 2903 CAUSES FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL:

In accordance with Section 1345.1.4.13.1 of the Ventura County Ordinance Code, causes for disciplinary action are as follows: fraud in securing appointment, incompetence, inefficiency, inexcusable neglect of duty, physical or mental disability, insubordination, dishonesty, drunkenness while on duty, intemperance, addiction to the use of narcotics and/or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Article 24 of the Ventura County Personnel Rules and Regulations or Sections 1351 and 1351.1 of the Ventura County Ordinance Code, willful disobedience, violation of any provision of Article IV of the Ventura County Ordinance Code, which among other things includes the corrupt use of official authority or influence, or any other failure of good behavior or acts which are incompatible with or inimical to the public service.

Sec. 2904 DISCIPLINARY REDUCTION IN PAY:

In accordance with the necessity for taking disciplinary action, the pay of a VCPFA represented employee may be reduced by either two and one-half percent (2 1/2%) or five percent (5%) for a period of time not to exceed thirteen (13) pay periods for any one (1) offense.

Sec. 2905 SUSPENSION WITHOUT PAY:

Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no compensation shall be paid the suspended employee for the duration of his/her suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of annual leave and sick leave accruals.

Sec. 2906 DEMOTION:

The employee may be demoted to a classification which has a lower pay range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to a point in the range of the position to which he/she has been demoted which is approximately five percent (5%) lower than the rate of pay he/she was

receiving in the higher class. If the top step of the pay range of the position to which he/she has been demoted is more than five percent (5%) lower than the rate of pay he/she was receiving in the higher class, the employee shall receive the top step of the pay range of the position to which he/she has been demoted. An employee so demoted shall not have his/her merit increase hours needed reset nor shall he/she serve another probationary period unless required by law.

Sec. 2907 DISCIPLINARY ACTION IMPOSED DURING PROBATIONARY PERIOD:

The appointing authority may dismiss, demote, suspend, demote and suspend, reduce in pay or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary employee nor VCPFA may request arbitration of any disciplinary action taken against an employee during his/her probationary period.

A promoted employee who is dismissed during his/her probationary period shall return to the position in which he/she held permanent status, if vacant, or any other vacant position in his/her former classification in the agency. If no such vacancy exists, every reasonable attempt will be made by the appointing authority to retain the employee in an underfill capacity. Only if there is no vacancy and the appointing authority is unable to make reasonable accommodation, the employee shall be placed on a leave of absence without pay not to exceed one year and shall be granted the first position that becomes available in his/her former classification. The above provisions shall not apply if the cause of the dismissal warrants dismissal from District service. If the cause for dismissal warrants dismissal from District service, the employee may request that VCPFA submit the matter to arbitration.

Sec. 2908 NON-DISCRIMINATION:

Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or functional limitation.

Sec. 2909 REQUEST FOR ARBITRATION:

If an employee wishes to appeal a disciplinary action, he shall ask that the matter be submitted to arbitration by VCPFA. If VCPFA concurs, it shall submit to the Director-Labor Relations, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of VCPFA's request, the Director-Human Resources shall, within fourteen (14) days, request a panel of nine (9) names from the State Mediation and Conciliation Service or some other mutually agreeable list. Within seven (7) calendar days of the receipt of that list, the parties shall jointly select an arbitrator. In the event the parties are unable to select an arbitrator, they

shall alternately strike names from the list with the last name being the arbitrator selected. The party striking the first name shall be determined by lot.

Sec. 2910 ARBITRATION COSTS:

The costs of the Arbitrator shall be paid by the losing party. In the event the Arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

Sec. 2911 SCOPE OF ARBITRATOR'S AUTHORITY:

The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this Agreement. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then he/she shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then he/she shall make a decision confirming or modifying the action of the appointing authority provided, however, that his/her authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 2902. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 2905, nothing shall preclude the Arbitrator from ordering the reinstatement of an employee with or without back pay. The decision of the Arbitrator shall be final and binding, subject to judicial review pursuant to Title 9 of Part 3 of the Code of Civil Procedure of the State of California, upon the employee, the District, and if applicable, VCPFA.

Sec. 2912 GOVERNING PROVISIONS:

All arbitration proceedings arising under this Article shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California. However, Code of Civil Procedure Section 1283.05, relating to discovery, shall not be a part of this Agreement. Further, subpoenas duces tecum may be issued by the attorney or other representative of a party as well as by the arbitrator. All other provisions relating to subpoenas found in Chapter 3 of Title 9 of the Code of Civil procedure shall apply.

Sec. 2913 ARBITRABILITY:

If either the District or VCPFA shall claim before the Arbitrator that a particular request for arbitration fails to meet time limits, or is in some other manner defective, and thereby, fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such appeal fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a decision or recommendation on its merits.

Sec. 2914 REPORT OF HEARING:

The Arbitrator shall render his/her report to the parties in writing, including reasons for any decision, within thirty (30) calendar days of the completion of the hearing.

Sec. 2915 VACATION OF ORDER:

A decision of the Arbitrator may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues on the application of a party to the arbitration for any of the following causes, materially affecting the substantial rights of the parties:

- A. Irregularity in the arbitration proceedings, or any order of the Arbitrator or abuse of discretion by which either party was prevented from having a fair hearing.
- B. Accident or surprise, which ordinary prudence could not have guarded against; Newly discovered evidence which could not, with reasonable diligence, have been discovered and produced at the hearing and which is material to the questions that was before the Arbitrator.
- C. Error in law, occurring at the arbitration and accepted to at the arbitration by the party making the application or motion.

Sec. 2916 APPLICATION FOR VACATION OF ORDER:

The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of his/her order and shall designate the grounds upon which vacation is requested.

Should the Arbitrator grant a hearing on the application or motion, the Arbitrator shall, after review of the application or motion, specify the ground

or grounds on which it is granted and his/her reason or reasons for granting the application or motion. At the hearing, the evidence introduced shall be limited to the ground or grounds upon which the hearing was granted. At the conclusion of the hearing, the Arbitrator shall either confirm his/her prior findings and decision or issue a new finding and decision.

The filing of an application under this section shall not be necessary to exhaust administrative remedies and the application or motion shall not operate to stay the effectiveness of the Arbitrator's order except by discretion of the Arbitrator upon a showing by affidavit of emergency or hardship should the order not be stayed.

### **ARTICLE 30 NO STRIKE/NO LOCKOUT**

During the term of this Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by the Association, and no lockouts shall be made by the District. If this section is violated, the party committing the violation shall lose all rights under this Agreement.

## **ARTICLE 31 PRODUCTIVITY**

For the duration of this Agreement, the Association and District agree to jointly support efforts to increase efficiency, effectiveness, productivity, and economy in all District operations, through improving methods, reducing waste, and in exploring and implementing changes that will contribute to sound, effective, economical District government.

## **ARTICLE 32 PROVISIONS OF LAW**

It is understood and agreed that this Agreement is subject to all current and future applicable Federal, State, and County laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of Federal, State, and County laws, rules, and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Agreement shall not be affected thereby.



### **ARTICLE 33 DISTRICT RIGHTS**

It is the exclusive right of the District to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reason, classify and re-classify positions, and determine the methods, means, and personnel by which the District's operations are to be conducted.

All employees that change their residence after January 1, 1984, or are hired after January 1, 1984, must reside within a distance of 150 miles from the Ventura County Government Center in Ventura.

Nothing contained in this provision shall be deemed to supersede the provisions of existing or future State law and the ordinances and rules of the County of Ventura, which established the Civil Service System.

## ARTICLE 34 OTHER UNDERSTANDINGS

Sec. 3401 PILOT PROGRAM: At his discretion, the Fire Chief may establish a pilot program to evaluate the viability of a service delivery model different from that of a fire engine response team (i.e., a “paramedic squad”). Should the Fire Chief decide to do so, he shall give notice to VCPFA and, upon timely request of VCPFA, the parties shall meet and confer concerning any aspect of implementation and effects of the decision that are within the scope of representation.

Sec. 3402 SUPERVISION OF SWORN PERSONNEL: Non-sworn personnel may supervise sworn personnel in the performance of all duties/functions except during emergency incidents provided, however, non-sworn personnel may not impose discipline greater than a written reprimand upon sworn personnel. The aforementioned emergency incident limitation shall not apply to the Public Information function.

Sec. 3403 RESERVE FIREFIGHTERS: Subsequent to commencement of this agreement, the Reserve Firefighter Program shall be used only to add to the existing workforce. Reserves may be used only in addition to normally assigned, full-time, paid staff.

Sec. 3404 DRUG AND ALCOHOL TESTING: The District and VCPFA agree to implement the Substance Abuse Program detailed in Appendix “A.”

Sec. 3405 The parties agree that training is essential so that employees will maintain qualifications and a high degree of readiness. The parties further agree that if an employee or employees are unable to attend training provided for any required subject, at the request of District management the parties will meet to investigate and remedy the problem.

Sec. 3406 MOVIE FIRE SAFETY OFFICER PROGRAM

**Administration** – This program will be managed solely by the Association and independent of the District. The District assumes no liability or workers’ compensation responsibility. The Association may administer the Movie Fire Safety Officer Program while on-duty as an activity under the classification of union business. The administration of the Movie Fire Safety Officer Program by the Association shall not interfere with the operations of the District.

The Association will be responsible for ensuring that Movie Fire Safety Officers will be available as stand-bys. The District must notify the Association designee at least twenty-four (24) to thirty-six (36) hours prior to requesting a Movie Fire Safety Officer and will take all necessary steps to incorporate such notice requirements into the Ventura County Permit Process.

**Eligibility** - Any current or retired member of the Association, currently or having been employed by the Ventura County Fire Protection District within any of the Firefighter Unit classifications covered by this Agreement, is eligible to act as a Movie Fire Safety Officer.

**Uniform** - Movie Fire Safety Officers shall wear a uniform while acting as a Movie Fire Safety Officer provided that such uniform is not a Ventura County Fire Protection District uniform.

**Duties** - The duties and penalty options of a Movie Fire Safety Officer will comport with those recommended in the State Fire Marshal Fire Safety Officer Manual.

**Certification and Training** - The District will offer its State Fire Marshal Training Program, at a minimum, semi-annually, or on an as-needed basis. This is intended to maintain trained Fire Safety Officers.

Sec 3407

#### CADRES AND COMMITTEES

Voluntary participation in cadres and/or committees or other voluntary assignments shall be for a stated time period as agreed to under a mutual consent agreement.

The mutual consent agreement must be agreed to by the employee and the program/project supervisor. The agreement shall state term and resignation/termination parameters. Employees so volunteering must complete the assignment to which they volunteered for its prescribed duration unless there exists good cause to excuse such participation, such as illness or injury of either the employee or employee's family or mutual agreement between the project manager and the employee. The District and the employee may at any time mutually consent to a reduction in the prescribed time commitment.

### **ARTICLE 35 FULL UNDERSTANDING, MODIFICATION, WAIVER**

This Agreement summarizes the full and entire understanding of the parties regarding those matters within the scope of negotiations.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein and with respect to any other matters within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, ratified, approved and implemented as provided in Article 3.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **ARTICLE 36 AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Agreement:

- A. The District's principal authorized agent shall be the County's Assistant County Executive Officer - Human Resources or his duly authorized representative.
- B. The Association's principal authorized agent shall be the President or his duly authorized representative.

**ARTICLE 37 VACATION FOR AUXILIARY UNIT EMPLOYEES**

Sec. 3701 VACATION USAGE: The District shall be responsible for scheduling the vacation periods of his employees in such a manner as to achieve the most efficient functioning of the department or agency and the District service. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The Fire Chief shall determine when vacations will be taken.

Sec. 3702 VACATION ACCRUAL: Regular employees in the Auxiliary Unit shall accrue hours of vacation with pay for each hour of compensation to a maximum of eighty (80) hours per biweekly work period according to the following schedule, commencing with the employee's hire date of during his/her latest period of District employment.

A. Vacation credits are earned as follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>VACATION CREDIT EARNED PER HOUR</u>	<u>APPROXIMATE DAYS</u>
Less than 10,400 hours (Approximately less than 5 Years)	.05386 hours	14 days/year
10,400 but less than 22,880 hours (Approximately 5 years but less than 11Years)	.07313 hours	19 days/year
22,880 hours (Approximately 11 Years)	.07688 hours	20 days/year
24,960 hours (Approximately 12 Years)	.08075 hours	21 days/year
27,040 hours (Approximately 13 Years)	.08463 hours	22 days/year
29,120 hours (Approximately 14 Years)	.08850 hours	23 days/year
31,200 hours (Approximately 15 Years)	.09225 hours	24 days/year

B. Vacation Credit Accumulation - Vacation credit shall not be accumulated beyond four hundred (400) hours.

Sec. 3703 VACATION REDEMPTION: After 20,800 hours of continuous District and/or County service (approximately ten (10) years), an employee may elect to receive cash in lieu of up to eighty (80) hours of vacation accrual at

the current hourly rate of pay/salary rate. Any such election shall be subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of vacation hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem vacation hours for cash.
- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for cash payment in the ordinary payroll process. An employee may make up to two requests per calendar year for cash payment in lieu of a combined annual maximum of eighty (80) hours of vacation accrual. Only vacation hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for vacation hours accrued in a prior calendar year are not allowed.

The Association and County agree that a temporary exception to the above requirement that only vacation hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the Ventura County Auditor-Controller's office in the calendar year in which the vacation will be cashed-out. As such, if an employee has accrued less vacation in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out vacation hours carried over from a prior calendar year, if and only if the following conditions are met:

- 1. At the time the employee made an irrevocable election to receive cash in lieu of vacation, the employee submitted a notice of intent to retire in the calendar year in which the vacation will be cashed-out.
  - 2. At the time the employee makes a request for cash-out payments to be paid, the employee submit an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
  - 3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.
- C. An employee must use eighty (80) hours of accrued vacation during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off work and being paid vacation pay for such time off. If the employee

has not used eighty (80) hours of accrued vacation in the twelve (12) months immediately preceding the cash-out, the County shall deduct from the employee's vacation bank the amount of leave necessary to make the employee eligible for the requested redemption.

If an employee is unable meet the eighty (80) hour usage requirement necessary to cash-out vacation by the end of the election year as a result of the denial of a written request (or requests) to use vacation, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the vacation hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours request in the denials and actual vacation hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's Office at the time the request is made to void the election.

- D. If an employee fails to request payment for the total vacation hours elected for cash-out, the employer shall unilaterally cash out the elected vacation hours to the extent that an employee has accrued leave available before December 31 of the calendar year.
- E. Vacation hours used for paid time off will be deducted first from vacation hours accrued in prior calendar years, and last from vacation hours accrued in the current calendar year.
- F. Employees who are eligible for vacation redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem vacation for pay in the subsequent calendar year.
- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem vacation hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through



reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller's Office in its sole discretion.

- H. The Human Resources Division and Auditor-Controller's Office shall develop forms and procedures for implementation of this program.
- I. If it is subsequently determined by the Auditor-Controller, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to October, 2016 or substantially similar, will not trigger constructive receipt of income from accrued leave, the VCPFA may, at its sole option, compel the County to reopen negotiations in order to restore the leave redemption provisions in place in October 2016 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

Sec. 3704 VACATION PAYOFF ON RETIREMENT OR TERMINATION: Any employee who terminates or is terminated shall be paid for each hour of earned vacation based on the hourly rate of pay/salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

Sec. 3705 VACATION BENEFITS FOR LESS THAN FULL-TIME EMPLOYEES: Regular less than full-time employees shall be eligible for vacation benefits and such benefits shall accrue on a pro rata basis. Usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.

Sec. 3706 RATE OF PAY WHILE ON VACATION: While on vacation, employees shall be compensated at the same hourly rate of pay/salary rate they would have received if they had been on the job.

## ARTICLE 38 HOLIDAYS FOR AUXILIARY UNIT EMPLOYEES

Sec. 3801 HOLIDAY POLICY: Paid holidays shall be authorized only for the Auxiliary Unit's regular full-time, regular less than full-time, and provisional employees. To be entitled to pay for such paid holidays, an employee must be entitled to full compensation for his regularly scheduled shift both the day before and the day after such paid holiday.

Sec. 3802 PAID ASSIGNED HOLIDAYS:

1. New Year's Day, January 1;
2. Martin Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Veterans' Day, November 11<sup>th</sup>
8. Thanksgiving Day, the fourth Thursday in November;
9. Day After Thanksgiving;
10. Christmas Day, December 25;
11. And every day appointed by the President of the United States or Governor of the State for public fast, Thanksgiving or holiday, when specifically authorized by the Board of Directors.

If a paid assigned holiday falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If a paid assigned holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. For those employees regularly scheduled to work Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs.

- A. In addition to the holidays listed above, effective January 1st of each year, each regular, full-time employee covered under the terms of this Agreement shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on 9/80 schedules, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted

based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above.

- B. Regular less than full-time employees shall be granted the leave provided under (A) above on a pro rata basis.
- C. In no instance will an employee be allowed to split his/her annual allowance of floating holiday leave hours over multiple days.

Sec. 3803 HOLIDAY PAY: If a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within the biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed 12 hours. Holidays for less than full-time employees shall be pro-rated based upon the total number of hours regularly worked.

Sec. 3804 WORK ON HOLIDAYS: Regular full-time and regular less than full-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half their regular rate of pay for hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight time payment for said holidays. Such straight time pay shall not exceed the number of hours usually scheduled on that day, and shall in no case exceed twelve (12) hours.

Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with vacation leave hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hours.

## ARTICLE 39 SICK LEAVE FOR AUXILIARY UNIT EMPLOYEES

Sec. 3901 SICK LEAVE ACCRUAL RATES: Regular Auxiliary Unit employees shall accrue 0.0385 hours of sick leave with pay for each hour of compensation to a maximum of 3.08 hours per pay period.

Sec. 3902 MAXIMUM SICK LEAVE ACCRUAL: The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:

An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of twenty-five percent (25%) of his/her hours over the accrual maximum.

Sec. 3903 ADVANCED SICK LEAVE CREDIT: New regular, full-time employees shall receive an advanced sick leave credit of 40.04 hours (approximately thirteen (13) biweekly pay periods) as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of 1,040 hours of compensable service or upon earlier separation.

Sec. 3904 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the Fire Chief or his designee.
- C. Maternity leave as provided in these Articles.
- D. Unless authorized by the Director-Human Resources, a maximum of forty-one (41) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his immediate family. For the purposes of this section, "immediate family" shall mean the husband, wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law of employee.
- E. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.
- F. If otherwise eligible, sick leave, annual leave, vacation, or compensatory time may be used in conjunction with State Disability Insurance in order to receive an amount equal to the biweekly rate

of pay the employee would have otherwise received had he actually worked his normal schedule.

- Sec. 3905 DISTRICT RESPONSIBILITY FOR ADMINISTRATION: The Fire Chief shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Employees required to produce such evidence for illness of less than three (3) days shall be notified of this requirement in advance. Any person absent from work on sick leave shall notify the Fire Chief or designee on the first day of such leave and as often thereafter as directed by the Fire Chief or designee. The Director-Human Resources or the Fire Chief may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.
- Sec. 3906 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his absence on any day after the five days unless and until he presents to the Fire Chief or designee a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of the Fire Chief or the Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at District expense.
- Sec. 3907 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by him at the time of such termination irrespective of whether or not such a person is subsequently employed by the District.
- Sec. 3908 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION OR RETIREMENT:
- A. All employees with 20,800 hours (approximately ten (10) ten years) or more of continuous County and/or District service shall upon retirement or termination, except discharge for cause, receive a payment of one hundred percent (100%) of their unused sick leave balance.
  - B. The amount of all payment prescribed by this section shall be computed on the basis of the hourly rate equivalent of the employee's base hourly rate of pay on the last day worked.

- Sec. 3909 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly rate of pay earnable by the employee on each day that he is on sick leave.
- Sec. 3910 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the hourly rate of pay of any employee after it has been determined by the County's Employee Health Services Physician that such employee is permanently incapacitated for a return to District employment and is eligible for retirement. Sick leave may not be utilized by such employee after such determination has been made in conformance with Section 4850 of the California Labor Code and/or County Retirement Board.
- Sec. 3911 USE OF SICK LEAVE FOR MATERNITY: An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one year available for maternity leave without pay.
- Sec. 3912 SICK LEAVE BENEFITS FOR LESS THAN FULL-TIME EMPLOYEES: Regular less than full-time employees shall receive sick leave benefits on a pro-rata basis. Usage and maximum accruals of the sick leave benefits shall be governed by these Articles.

**SIGNATURE PAGE PENDING**

**APPENDIX A**

**VENTURA COUNTY FIRE PROTECTION DISTRICT**

**SUBSTANCE ABUSE PROGRAM**



**I. Covered Employees**

All employees filling positions in the Ventura County Fire Protection District (VCFPD) represented by the Ventura County Professional Firefighters Association (VCPFA), and applicants for such positions.

**II. Controlled Substances**

Controlled substances shall be defined as marijuana, cocaine, opiates, amphetamines and phencyclidine. Covered employees are required to inform their supervisor of any therapeutic drug use.

**III. Prohibited Conduct**

Covered employees may not be under the influence or in possession of controlled substances or alcohol during any work hours. Covered employees are prohibited from:

- A. Reporting for duty or remaining on duty while having an alcohol concentration level of 0.04% or greater;
- B. Performing job-related functions within four (4) hours of using alcohol;
- C. Being on duty while in possession of alcohol;
- D. Using alcohol while on duty;
- E. Reporting for duty or remaining on duty when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform job functions.
- F. Reporting for duty or remaining on duty if the employee tests positive for controlled substances; or
- G. Refusing to submit to any alcohol or controlled substances test required by this policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04% or greater on an alcohol test or tested positively on a controlled substances test.

In addition, to the above prohibitions, employees are reminded of their obligations under the Federal Drug-Free Workplace Act of 1988. All employees covered by this policy have previously been provided with a copy of the County's Drug-Free Work Place Statement, and have signed an acknowledgement that they have read the statement and agreed to comply with it.

**IV. Circumstances Under Which Drug and Alcohol Testing Will Be Imposed On Covered Employees**

**A. Pre-employment Testing:**

All applicants (whether by initial application or in connection with a transfer) for positions represented by VCPFA will be required to submit to a pre-employment/pre-duty drug and alcohol testing. Applicants will not be hired for or transferred to a VCPFA represented position if they do not pass the test.

**B. Post-accident Testing:**

Post-accident drug and alcohol testing will be conducted on employees following an accident where the employee's performance cannot be discounted as a contributing factor.

The decision as to whether or not to test the employee will be left to a supervisory or management employee. The presumption is for testing. The only reason an employee will not be tested following an accident is if a determination is made that the employee's performance could not have been a contributing factor. If a fatality occurs, the employee will be tested irrespective of whether his/her involvement may be discounted.

Post-accident alcohol tests shall be administered within two (2) hours following an accident, and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident.

According to this policy, an accident occurs when, as a result of an occurrence involving a District vehicle, an individual dies or sustains an injury requiring medical attention, or when a state or local law enforcement authority issues a citation to a covered employee for a moving violation arising from an accident; or when property damage exceeds \$5,000.

**C. Random Testing:**

Unless otherwise mandated by the Department of Transportation, employees represented by the Association will not be subject to random alcohol and drug testing. In the event the Department of Transportation includes these employees in mandatory random testing, the provisions of the Substance Abuse Program (Appendix A) of the 1995-1996 Memorandum of Agreement relating to random testing become effective immediately.

D. Reasonable Suspicion Testing:

Covered employees are also required to submit to an alcohol or drug test when a trained supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances.

1. Reasonable suspicion means suspicion based upon specific personal observation of two supervisors, unless only one supervisor is practically available. Approval to test must also be granted by the Assistant Duty Chief (who may serve as the second supervisor referenced above). The observing supervisors shall describe and document:
  - a. Specific, personal and articulable observations concerning the appearance, behavior, speech, body odors or performance of the employee; or
  - b. Violation of a safety rule or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the supervisor(s) to believe that drug or alcohol use may be a contributing factor; or
  - c. Other physical, circumstantial or contemporaneous indicators of drug or alcohol use.
2. 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 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 employees or the public, such as ordering the employee to stop work. Employees shall be removed from the performance of emergency job functions while the supervisor is completing his/her determination regarding whether a reasonable suspicion test is warranted.
3. When a supervisor suspects that an employee is impaired or affected by drug or alcohol use, the supervisor shall follow the reasonable suspicion procedure to determine whether a drug and/or alcohol test is appropriate and, if so, to initiate the testing.

The supervisor shall advise the employee of his or her right to have a Union representative present prior to testing, if a representative is available within a reasonable time (within one hour); will order the employee to stop work; will order the employee to submit to a urine, and/or breath test to determine the presence of drugs or alcohol; will note indicators of probable alcohol misuse and use of controlled substances.

E. Return to Duty/Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy must submit to a return-to-duty test before he/she may be returned to a active duty. The test result must indicate an alcohol concentration of less than 0.02% or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest during the first year of recovery, the employee will be subjected to follow-up testing which is separate from the random testing obligation. The employee will be subjected to at least six (6) unannounced drug/alcohol tests, but no more than eight (8), unless recommended by the Substance Abuse Professional (SAP)<sup>1</sup> during the first year back following the violation.

V. **Procedures to be Used for Detection of Drugs and Alcohol**

A. Alcohol Testing:

Alcohol testing will be conducted by using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration.

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02%, the test is considered a negative test. If the alcohol concentration level is 0.02% or more, a second confirmation test will be conducted.

B. Drug Testing:

Drug testing will be conducted pursuant to the procedures set forth in Exhibit 1.

VI. **Refusal to Submit to an Alcohol and/or Drug Test**

As set forth above, a covered employee who refuses to submit to any required drug/alcohol testing will be treated in the same manner as an employee who tested positive.

The refusal to submit to an alcohol or controlled substances test required by this policy includes, but is not limited to, the following:

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<sup>1</sup> Substance Abuse Professional - licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

- A. A refusal to provide a urine sample;
- B. An inability to provide a urine sample without valid medical explanation;
- C. A refusal to complete and sign the drug/alcohol testing form or otherwise to fail to cooperate with the testing process in a way that prevents the completion of the test;
- D. Inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- E. Tampering with or attempting to adulterate the urine specimen or collection procedure;
- F. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
- G. Leaving the scene of an accident without authorization from a supervisor or manager (who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test) unless the employee has a valid reason for not obtaining such authorization, such as to receive medical treatment if required for injuries, or to attempt to notify medical authorities for treatment of other injured persons if no other means are available; or
- H. Consuming alcohol during the eight (8) hours immediately following an accident as defined in Section IV (B), unless the employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.

**VII. Consequences for Employees Found to Have Alcohol Concentration Levels of 0.02% or Greater But Less Than 0.04%**

An employee whose alcohol test indicates an alcohol concentration level equal to or greater than 0.02% but less than 0.04%, will be removed from duties at no loss in pay for at least eight (8) hours. Such employee shall be mandatorily referred to the County Employee Assistance Program. However, no disciplinary investigation shall be initiated solely on the basis of this result. Before the employee may be returned to his/her position, the employee's alcohol concentration must indicate a concentration below 0.02%.

**VIII. Consequences of Failing an Alcohol and/or Drug Test**

A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination, in accordance with the County's existing disciplinary rules and procedures. Examples that, when combined with a positive drug or alcohol test, will merit strong consideration for termination include extreme circumstances such as: consumption of alcohol while on duty; ingestion of drugs

or other controlled substances while on duty; sale of drugs while on duty; criminal activities associated with drugs or controlled substances. In addition to the above, the failure of a drug/alcohol test (excluding first time failure of a random test) may be used, in conjunction with other job performance indicators for a determination of appropriate discipline up to and including termination.

- A. Specifically, if an employee tests positive during a random screening, a reasonable suspicion test, or post-accident test:
1. The employee will be assigned to a non-emergency position, and suffer no pay loss, unless disciplinary action is proposed pursuant to Section IX, below.
  2. The employee shall be required to submit to a Substance Abuse Professional (SAP) through the County's Employee Assistance Program (EAP). The SAP will evaluate the employee and make a specific determination of appropriate treatment.
    - a. Treatment will be on the employee's own time, however, if treatment requires the employee to use regular work-time the employee will be able to use the following types of leaves to the extent that leave time is available for this purpose: sick leave, compensatory time, shift trades and vacation.
    - b. Treatment cost will be borne by the employee, who will be allowed to use medical insurance plan to the extent that it covers the cost.
  3. The employee will be required to provide a release which enables the District to communicate with the Substance Abuse Professional.
  4. The employee may be placed in a medically supervised rehabilitation program, which may include full in-patient hospital, residential care, day treatment or out-patient care, provided by a County-approved rehabilitation facility.
  5. If the rehabilitation program provider certifies that the employee has successfully completed the rehabilitation program, and specified terms and conditions of an after-care program, the employee will be required to sign a Return-To-Duty or "Last Chance" agreement acknowledging that he or she will abide by those terms and conditions.
  6. The Return-To-Duty agreement will stipulate that the employee will be subject to announced and unannounced drug and alcohol tests, the frequency and duration of which will be determined by the Substance Abuse Professional (however, a maximum of eight (8)

tests will be given during the first year), unless more are specifically recommended by the SAP.

7. If recommended by the Substance Abuse Professional, the employee will be permitted to return to emergency duty during the after-care or during any other out-patient program, provided the employee tested negative for drugs and alcohol in a Return-To-Duty test.
  8. The employee must successfully adhere to the terms and conditions of the rehabilitation and after-care programs. If the employee violates the terms and conditions of the rehabilitation or after-care program, the employee will be subject to termination.
- B. If an employee voluntarily requests assistance prior to selection by the District for any testing:
1. On a one-time only basis, an employee who voluntarily admits a drug and/or alcohol problem and requests assistance from the County's EAP prior to selection for testing will be assigned to a non-emergency position, and suffer no loss of pay.
  2. A "Last Chance" or "Return to Duty" agreement will not be required of this employee.
  3. This employee will be required to submit to an evaluation by a Substance Abuse Professional for determination of the most appropriate treatment and referral to the selected rehabilitation program. If recommended by the SAP the employee will be permitted to return to active duty during the after-care or any other out-patient program, provided the employee tested negative for drugs and alcohol in a Return-to-Duty test. Rehabilitation will be paid for by the employee. The employee will be on a non-pay status during any absence for evaluation or treatment, but is entitled to use accrued vacation time, compensatory time, sick leave and shift trades, as well as County-provided insurance benefits, while participating in the rehabilitation and after-care program.
    - a. An employee who has exhausted paid leave will be placed on paid administrative leave up to a maximum of 171 hours.
    - b. The employee is required to provide a release which enables the District to communicate with the Substance Abuse Professional.

**IX. Disciplinary Action:**

The District may take appropriate disciplinary action, subject to all prescribed appeal rights, against any employee who violates any rule listed in Section III of this Policy, "Prohibited Conduct" (excluding first time failure of a random test).

**X. Training**

All employees of the District shall receive three (3) hours of training regarding the effects of alcohol and controlled substances and available methods of intervention.

**XI. Right of Union Participation**

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

**XII. Union Held Harmless**

This Substance Abuse Program is solely initiated at the behest of the County. The Fire District shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of this program.



## EXHIBIT 1

- I. All alcohol testing procedures shall conform to the Department of Transportation (DOT) breath alcohol testing procedures as required by 49 C.F.R., 40, including the use of a federally approved Evidential Breath Testing device (EBT) and be conducted by a federally certified Breath Alcohol Technician (BAT).
- II. The DOT breath alcohol testing form shall be completed by the Breath Alcohol Technician and signed by the employee. A copy of this form shall be provided to the employee.
- III. Alcohol testing shall be conducted at a location that affords visual and aural privacy to the employee being tested, sufficient to prevent unauthorized persons from seeing or hearing test results. A mobile collection facility may be used for the testing that meets the requirements of 49 C.F.R., 40. The testing location shall be able to be secured so that unauthorized persons shall not have access to the EBT.
- IV. The BAT shall require the employee to provide positive identification through the use of a photo I.D. card or identification by a supervisor. The BAT shall explain the testing procedure to the employee. The BAT shall instruct the employee to complete the initial screening test. The BAT shall show the employee the result displayed on the EBT and shall record the result. The employee shall initial the log book entry.
- V. If the screening test result is less than 0.02% breath alcohol concentration, the alcohol test shall be declared negative and the employee allowed to leave.
- VI. If the breath alcohol concentration result is 0.02% or greater, the BAT shall commence the procedures for the confirmation test.
- VII. The BAT shall instruct the employee on the procedures for the confirmation test and instruct the employee not to eat, drink or put any object or substance in his or her mouth. After a period of fifteen (15) minutes, the confirmation test shall be conducted.
- VIII. Before the confirmation test is administered for each employee, the BAT shall ensure that the EBT registers 0.00 on an air-blank test.
- IX. The BAT shall transfer all results to the employer in a confidential manner.
- X. Drug Testing Procedures
  - A. The collection site shall have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a NIDA certified drug testing laboratory.

- B. Security procedures shall provide for the collection site to be secure at all times. The collection site shall have an area designated solely to drug testing and the portion of the facility used for testing shall be secure at all times.
- C. Chain of custody. Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- D. Access to authorized personnel only. No unauthorized personnel shall be permitted in any part of the designated collection site where specimens are collected or stored.
- E. Privacy. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe a particular individual may alter or substitute the specimen to be provided.
- F. Integrity in identity of specimen. The collection site shall take precautions to ensure that a urine specimen shall not be adulterated or diluted during the collection procedure and that information on the urine bottle and on the chain of custody form can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
  - 1. To deter the dilution of the specimens at the collection site, toilet bluing agents shall be placed in toilet tanks so the reservoir of water in the toilet bowl always remains blue. There shall be no source of water (e.g., no shower or sink) in the enclosure where urination occurs.
  - 2. When an individual arrives at the collection site, collection site persons shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection.
  - 3. Collection site personnel shall ask the individual to sign and complete a consent and release form. (The supervisor must witness the signature for all current employees.)

4. If the individual fails to arrive at the collection site at the assigned time, the collection site person shall contact the appropriate authority to advise them of the no-show status.
5. The collection site person shall ask the individual to remove any unnecessary outer garments, such as a coat or jacket, that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as purse or briefcase remain with the clothes and that these items are secured. The individual may retain his or her wallet.
6. The individual shall be instructed to wash and dry his or her hands prior to urination.
7. After washing the hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispense, cleansing agent or any other materials which could be used to adulterate the specimen.
8. The collection site person shall provide the individual with a collection container.
9. The individual shall provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
10. The collection site person shall note any unusual behavior or appearance on the chain of custody form, as it relates to the collection process only.
11. Upon receiving the specimen from the individual, the collection site person is to transfer the urine from the collection container to the specimen bottles in the presence of the employee.
12. The collection site person shall determine that it contains at least sixty (60) milliliters of urine. If there is less than sixty (60) milliliters of urine in the container, the collection site person shall provide the individual with a reasonable amount of water to drink until a new specimen can be obtained. The first specimen shall be discarded. If the individual is still unable to provide a complete specimen, the following rules apply:
  - a. In the case of a post-accident test or test for reasonable suspicion, the employee shall remain at the collection site and be given eight (8) ounces of water every thirty minutes until they are able to provide a complete sample or until the expiration of a period of up to eight (8) hours from the beginning of the collection procedure.

- b. In the case of a pre-employment test, the employer may elect to proceed as in above-paragraph “A” or may elect to discontinue the collection, or conduct a subsequent collection at a later time.
  - c. If the employee cannot provide a complete sample within the up to eight (8) hour period, or at the subsequent collection, as applicable, then the supervisor of the employee shall notify the Medical Review Officer (MRO)<sup>2</sup> immediately of the situation. The Medical Review Officer shall refer the individual for a medical evaluation to develop pertinent information concerning whether the individual’s inability to provide a specimen is genuine or constitutes a refusal to provide a specimen. Upon completion of the examination, the Medical Review Officer (MRO) shall report his or her conclusions to the County in writing.
13. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.
  14. The collection site person shall measure the temperature of the specimen. The temperature measuring device must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.
  15. If the temperature of the specimen is outside the range of 90° to 100 ° Fahrenheit, that is a reason to believe that the individual may have altered or substituted the specimen and another specimen shall be collected under the direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An individual may have his or her temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen’s temperature falling outside the prescribed range.
  16. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the chain of custody form.

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<sup>2</sup> Medical Review Officer (MRO) - A licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.

17. When there is reason to believe that a particular individual has altered or substituted the specimen, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.
  18. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
  19. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled.
  20. The collection site person shall complete the chain of custody form and the labeling and securing of each specimen container and prepare the specimens for shipment to the laboratory.
  21. The urine specimen and the chain of custody form are ready for shipment. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
  22. The specimen bottles will be protected with a tamper-proof seal which covers the cap and down the sides of each specimen bottle.
  23. Both the collection site person and the employee being tested shall confirm that the numbers on the tamper-proof seals and the numbers on the chain of custody form match prior to the specimen bottles being placed in storage for transportation.
- G. The urine specimen which has been split into two specimen containers are labeled as primary and split-specimen. Both bottles are to be sent to the lab.
- H. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has seventy-two (72) hours to request that the split-specimen be analyzed by a different certified lab.
- I. The urine sample will be tested for the following drugs: marijuana, cocaine, opiates, amphetamines and phencyclidine. The initial screening test will be conducted using a testing methodology such as the "Enzyme Multiplied Immunoassay" or similar technique.
- J. If the initial test is positive, a confirmation test will be performed using gas chromatography/mass spectrometry analysis. A drug test will be considered positive only if the confirmation test is above the levels listed in 49 C.F.R., 40.
- K. The screening of all samples will be conducted by a County designated laboratory certified by the National Institute on Drug Abuse (NIDA).

- L. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and then to the County; and
- M. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the use of the drug, the test result shall be reported to the County as negative.
- N. Program records. All drug testing information relating to an individual employee is strictly confidential. All records relating to the program shall be maintained as directed by the Fire chief.
- O. The random drug screening program shall be considered an administrative matter, and the results of this test shall not be used in any criminal action. However, if additional information is available through other means to support criminal action against an employee, the Department shall not be precluded from taking further action.

## **NIDA (SAMHSA) LABS IN CALIFORNIA**

Published monthly in the Federal Register

### **California Toxicology Services**

1925 East Dakota Avenue, Suite 206  
Fresno, CA 93726  
(209) 221-5655 / (800) 448-7600

### **Centinela Hospital Airport Toxicology Laboratory**

9601 South Sepulveda Boulevard  
Los Angeles, CA 90045  
(310) 215-6020

### **Med Tox Bio-Analytical**

6160 Variel Avenue  
Woodland Hills, CA 91367  
(818) 226-4373

### **MetWest-BPL Toxicology Laboratory**

18700 Oxnard Street  
Tarzana, CA 91456  
(800) 492-0800 / (818) 343-8191

### **National Toxicology Laboratories, Inc.**

1100 California Avenue  
Bakersfield, CA 93304  
(805) 322-4250

### **Nichols Institute Substance Abuse Testing**

7470 A Mission Valley Road  
San Diego, CA 92108-4406  
(800) 446-4728 - (610) 686-3200

### **PharmChem Laboratories, Inc.**

Menlo Park, CA 94025  
(415) 328-6200 / (800) 446-5177

### **Poinsonlab, Inc.**

7272 Clairmont Mesa Road  
San Diego, CA 92111  
(619) 279-2600 / (800) 882-7272

### **SmithKline Beecham Clinical Laboratories**

7600 Tyrone Avenue  
Van Nuys, CA 91045  
(818) 376-2520

**VENTURA COUNTY CERTIFIED COLLECTION SITES  
DRUG/ALCOHOL TESTING PROGRAM**

**Camarillo:**

Santa Rosa Walk-in Clinic  
4934 Verdugo Way, Camarillo, CA 93012  
(805) 484-0095  
Hours: M to F: 8-6; Sat: 9-1  
Appointments preferred

**Simi Valley:**

Med Center  
1980 Sequoia Ave., Simi Valley, CA 93063  
(805) 583-5555  
Hours: M to F: 8-8; Sat & Sun: 9-5  
No appointment necessary; please arrive one hour prior to closing

Quest Diagnostics  
4537-H Alamo Street Simi Valley, CA 93063  
(805) 520-6483  
Hours: M to F: 8-5  
No appointment necessary; drug screening only

**Ventura:**

EMSI  
4464 McGrath Ste 102, Ventura, CA  
(805) 677-4770  
Hours: M to F: 9-5, closed 12-1 for lunch  
Appointment necessary

Star Drug Testing  
4475 Dupont Court, #11, Ventura, CA 93003  
(805) 474-0561  
Hours: M to F: 8-5; closed 12-1 for lunch

**Oxnard:**

US Healthworks  
1851 Lombard Ste 100, Oxnard, CA 93030  
(805) 983-2234  
Hours: M-F: 7-6; Sat 8-3  
No appointment necessary

**DONOR MUST BRING TO COLLECTION SITE: PHOTO ID AND LAB PAPERWORK  
(AVAILABLE FROM FIRE HUMAN RESOURCES)**



## **List of HHS Certified Laboratories (California):**

### **Bakersfield**

National Toxicology Labs, Inc.  
805-322-4250  
800-350-3515

### **Chatsworth**

Pacific Toxicology Laboratories  
800-328-6942

### **San Diego**

Laboratory Corporation of America Holdings  
800-882-7272

### **Van Nuys**

Quest Diagnostics Inc.  
866-370-6699  
818-989-2521

# ADMINISTRATIVE POLICY



11202

(8-10-21)

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## SHIFT TRADES

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- 11202.1 Purpose:  
To describe the procedure whereby personnel may trade assigned shifts and ensure a system of maintaining staffing levels and continuity in Department programs.
- 11202.2 Background:  
*Not Used.*
- 11202.3 Scope:  
This policy applies to all line assigned personnel desiring to initiate or participate in a shift trade.
- 11202.4 Authority:
- The Ventura County Professional Firefighters Association (VCPFA) Memorandum of Agreement (MOA)
- 11202.5\*\* Definitions:
- 11202.5.1 Limited Trade:  
An employee may trade shifts **thirty-eight (38)** times in any one calendar year without special justification but subject to the limitations of this policy.
- 11202.5.2 Shift Trade Roster:  
A shift trade involving a single party and the vacation roster. The individual requesting the trade picks a vacancy from the vacation roster and works that day as if it were a regularly assigned shift. Adding the traded shift to the vacation roster as a new vacancy then completes the trade. In addition to projected vacation openings, vacancies caused by no individual assigned to the position are available to shift trade against.
- 11202.5.3 Shift Trades for Paramedic School Sponsorship:  
Shift trades for paramedic school are unlimited.

11202.5.4 Daisy Chain Shift Trades:

A shift trade into an opening created by another member's shift trade off. This type of shift trade is not permitted.

11202.5.5 Time Frames for Shift Trades:

The time frame for repaying personal shift trades or taking a shift trade roster day off will be within the same calendar year.

11202.5.6 Vacation Roster:

The annual combined-leave vacation picks and any new combined-leave openings added throughout the year.

11202.5.7 Protected Shift Trades

A shift trade off that provides exemption from mandate as described in the policy section of AP 11306, "Mandates." Protected Shift Trades are Personal Shift Trades and Shift Trade Rosters. A maximum of ten (10) Protected Shift Trades may be taken each calendar year. Protected Shift Trades (Personal or Roster) must be requested at the time the shift trade is submitted.

11202.6 Referenced Documents:

- [VCPFA MOA](#)
- [AP 11201](#), "Combined Leave"
- [AP 11302](#), "Acting Battalion Chief Program"
- [AP 11303](#), "Callbacks"
- [AP 11306](#), "Mandates"

11202.7 Policy:

11202.7.1 All personnel shall utilize this policy in a manner that meets the intent of having a fair and equitable method for conducting shift trades.

11202.7.2 Roster stations are responsible to schedule shift-trade requests and maintain records as required by this policy.

11202.8\*\* Procedure:

Requests for a shift trade shall be submitted via e-mail between the company officers of the personnel initiating the trade. This is to ensure that both company officers are aware of the request by their employees. This notification also applies for captains to notify their battalion chiefs.

11202.8.1 Both parties to a shift trade must receive approval for the trade from an on-duty company officer. The trade will be approved by the company officer if it meets the following criteria:

11202.8.1.1 The shift trade is in excess of eight (8) hours and no more than twenty-four (24) hours. Trading of less than eight (8) hours between two (2) employees may be approved by the immediate supervisor and shall not count as a limited trade. For trades less than eight (8) hours, the battalion chief shall be notified immediately, followed by the roster station.

11202.8.1.2 Each trade is limited to two (2) personnel of equal rank.

11202.8.1.3 The second party to the trade has agreed to the trade.

11202.8.1.4 The employee is not abusing the intent of shift trades or using it as a method to create an unfair personal advantage.

11202.8.1.5 Personnel assigned to the HIRT shall be permitted to shift trade with qualified HIRT members only.

11202.8.1.6 Paramedics shall shift trade with paramedics of equal certification levels consistent with their assignment.

11202.8.1.7 Neither party to the trade has exceeded the maximum of thirty-eight (38) limited trades per calendar year.

11202.8.2 The company officer or battalion chief shall disapprove a shift trade if it interferes with previously scheduled Department, battalion, or station activities that, in the opinion of the supervisor, require the participation of the employee. These activities should be scheduled as far in advance as possible. Shift trades shall not interfere with the specialized staffing requirements outlined in AP 11302, "Acting Battalion Chief Program."

11202.8.3 Shift trades are limited to the following:

- Persons working the same duty schedule (unless changed by future fiscal policy changes)
- Between 56-hour and 40-hour schedule line personnel
- Persons in constantly-staffed operational positions
- Persons possessing the correct qualifications/certifications for the position worked

11202.8.3.1 A shift trade is not authorized for an employee who is off duty due to a medical leave of absence.

11202.8.3.2 Daisy chain shift trades personal are not permitted.

11202.8.3.3 Company assignments associated with shift trades may be changed in order to shorten holdovers, or to meet staffing needs. Employees do not have a particular right to work at the company traded into.

11202.8.4 Following approval by the company officer, the approved shift trade shall be forwarded to the roster station for scheduling.

11202.8.5 Battalion chiefs may restrict shift trades on specific dates for training and other programs. Notification of these restricted dates shall be made to all battalion stations, including the roster stations, as far in advance as practical. Supervisors shall deny requests for shift trades on restricted dates. Personnel requesting a shift trade on restricted dates shall submit a request to the battalion chief with a recommendation for mitigating adverse impact of the time off on Department programs.

11202.8.6 An assistant chief shall have the authority to determine the necessity of additional shift trades in excess of the thirty-eight (38) limited shift trades.

11202.8.7 No more than eight (8) shift trades per zone shall be granted for the rank and day requested.

11202.8.8 Individuals shall not assume a shift trade is approved unless it has been approved by the company officer, and the employee initiating the shift trade has received confirmation.

11202.8.9 Personal Shift Trades Between 56-hour and 40-hour Line Personnel:

- Trades (REG 98 and REG 99 hours) are for a straight 10-hours, (hour for hour) with no factoring for either side of the trade.
- Shift trades are permitted between the hours of 0800-1800 only, for a minimum of 10 hours.
- Protected shift trades are permitted for 40-hour shift personnel.
- 56-hour shift personnel shall be afforded a protected day off when a 40-hour vs. 56-hour shift trade is made, when a 98PP is used and the balance of the 24 hour shift (1800-0800 hrs.) is taken with approved leave following authorized leave use policy.

- During the shift trade on, both the 56-hour shift and 40-hour shift employee are available for mandate to finish the shift after 1800 hrs. unless a prior approved protection is in place.

Protected shift trades are permitted for 40-hour shift personnel. This shall protect 40-hour engine personnel from their last scheduled day working to their next scheduled day working.

11202.8.10 Appeal of a Denial:

An appeal to the denial of a shift trade may be made to the battalion chief, who shall approve, modify, or deny the appeal.

11202.8.11 Once a shift trade has been approved by the company officers and scheduled by the roster station, the trade is considered as part of the affected employee's normal work schedule. Therefore, the now off-duty employee would be entitled to overtime pay if that employee worked overtime.

11202.8.12 The cancellation of a scheduled shift trade shall be requested by both parties to their company officers and forwarded to the roster station.

11202.8.13 Incomplete Personal Shift Trades:

If an employee is unable to work the shift trade day on, he or she shall utilize one of the methods listed below:

- Combined leave (Per AP 11201, "Combined Leave")
- Sick Leave/Family Sick Leave if appropriate (Hours will be charged to Combined Leave bank per Payroll rules.)
- Leave without pay, only if combined leave bank is exhausted

11202.8.13.1 Incomplete Personal Shift Trades (off) Scheduled Prior to Being on Leave without Pay:

- An employee with a prior scheduled shift trade off who is on leave without pay shall be granted a different day off upon return to work.
- The new payback day must be selected within the rules governing combined leave off.
- The new payback day must be taken within ninety (90) days of returning to work.
- If, due to combined leave limitations, the employee cannot reasonably meet these time frames, they may be extended by the assistant chief.
- Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

11202.8.13.2 Incomplete Personal Shift Trades Due to Transfer or Promotion:

- Incomplete shift trades off due to an employee being transferred onto the same shift as the scheduled payback date, or being promoted:
  - The employee will be granted a different day off on the new shift or classification. The new payback day must be selected within the rules governing combined leave off. The payback day must be taken as soon as reasonably possible and no more than ninety (90) days after being transferred or promoted. If, due to combined leave limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.
- Incomplete shift trades on due to an employee being transferred or promoted onto the same shift as the scheduled day on, or being promoted:
  - The employee will be required to pay back the day on the new shift or classification. The payback day must be selected from vacancies in the roster and must be worked as soon as reasonably possible, no more than ninety (90) days after being transferred or promoted. If, due to vacancy limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

11202.8.13.3 Incomplete or Pending Shift Trades Personal when Assigned to an Alternate Work Schedule:

- Personnel requested to change to an alternate work schedule are required to advise the requesting manager of any pending or incomplete shift trades. The employee may, at his or her option, do either of the following:
  - Cancel the shift trade if neither side has been worked
  - Refuse the alternate work schedule assignment
  - The employee will be granted a different day off. The new payback day must be selected within the rules governing combined leave off. The payback day must be taken as soon as reasonably possible and no more than ninety (90) days after being transferred or promoted. If, due to combined leave limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

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11202.8.13.3.1 If, per the provisions of the current MOA, the employee is ordered to the new assignment, or the authorizing manager agrees, then the employee will have no obligation to repay an incomplete shift trade on. For an incomplete shift trade off, the employee may reschedule a new day off. The new day off must be selected within the rules governing combined leave off. The new day off must be taken as soon as reasonably possible, no more than ninety (90) days after returning to a fifty-six (56) hour work schedule. If, due to combined leave limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

11202.8.13.4 Incomplete or pending shift trades personal when on industrial leave:

- If neither side has been worked, the entire trade is cancelled.
- Shift trade days off shall remain on the schedule.
- Shift trade days on shall be covered by industrial leave.

11202.8.14 Fringe Benefits:

Shift trades will not result in an increase or decrease in fringe benefits, accruals, or shifts counted toward acting pay.

11202.8.15 Shift Trades Against the Vacation Roster:

Employees may shift trade against the vacation roster, provided the employee works the traded shift prior to taking the time off. Shift trades against the vacation roster shall be submitted by the company officer/battalion chief of the employee initiating the shift trade to the roster station. The roster station will communicate the disposition of the request to the employee and supervisor. The number of shift trades granted against the combined leave roster shall be governed by the maximum number of personnel allowed off on combined leave per zone. The request may be granted only if the number of personnel allowed off is not exceeded. Personnel shall be charged for a shift trade for each limited shift trade made against the vacation roster.

11202.8.15.1 Shift trade rosters on will be selected from the vacation roster or permanent openings within the same zone, or long term openings due to allocated seasonal positions (ie. Patrol 16, Aviation Manager, Hand Crew Crew Boss etc.) Shift Trade Rosters into the seasonal positions must have the first half worked by November 1<sup>st</sup>. (Except as specified below). They shall be selected from any day beyond Roster Day 21 and the end of



the calendar year. The associated shift trade roster day off must be taken within the same time frames.

11202.8.15.2 Daisy chain shift trades with the roster are not permitted.

11202.8.15.3 Incomplete Shift trade rosters On:

- When no part of the shift trade roster has been worked, it shall be cancelled regardless of the reason. The shift trade roster will not be modified for any reason.
- When twelve (12) or more hours of the shift trade roster on have been worked, and an employee cannot complete the shift for any reason other than industrial leave, the employee's combined leave bank will be charged for the number of hours remaining in the shift. The associated shift-trade day off will remain in force.
- When less than twelve (12) hours of the shift trade roster on have been worked, and an employee cannot complete the shift for any reason other than industrial leave, the employee will be paid premium overtime pay for the number of hours worked. The associated shift-trade day off will be cancelled.
- When any part of a shifttrade roster on has been worked, and the employee is unable to complete the shift due to industrial injury, the remainder of the shift trade on will be charged to 4850 time. The associated day off will remain in force.

11202.8.15.4 Cancellation of Shift Trade Rosters:

Employees may cancel an assigned Shift Trade Roster without a Guarantee by notifying the zone roster station at least eight (8) staffing roster days prior to the beginning of the assigned shift. All Shift Trade Roster cancellation requests seven (7) days or less prior to the beginning of the shift require a Guarantee.

11202.8.15.5 HIRT-assigned personnel can only shift trade against the vacation roster with an opening that will occur at the HIRT Company.

11202.8.15.5.1 All HIRT-qualified personnel, regardless of assignment, may shift trade against the vacation roster with an opening that will occur at the HIRT Company.

11202.8.15.6 Paramedic-assigned personnel can only shift trade against the vacation roster with an opening that will occur consistent with their current certification level.

11202.8.15.7 Personnel shall be permitted to shift trade against the vacation roster in their assigned zone only, except for paramedics who may shift-trade Department-wide.

11202.8.15.8 If a person transfers into a vacant assignment against which there is a current shift trade roster, then the shift trade roster is cancelled.

11202.8.15.9 Documentation of shift trades will be subject to the provisions of the agreement between the parties indicated below:

11202.8.15.9.1 The VCPFA and the VCFD agree to jointly develop a shift-trade tracking system that will ensure the completion of all shift trades in compliance with the MOA, this policy, and FLSA.

11202.8.15.9.2 The company journal shall be the document of last resort when defining time-worked issues.