



PERSONNEL RULES

PROPOSED FOR ADOPTION

**Presented to the
CONFIRE Board of Directors
September 22, 2026**

Proposed Effective Date: September 22, 2026

Applicable to employees of Consolidated Fire Agencies JPA in accordance with the scope and controlling-authority provisions of these Rules.

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RULE 1

GENERAL PROVISIONS, SCOPE, DEFINITIONS, AND DOCUMENT HIERARCHY

1.1 Purpose

These Personnel Rules establish the baseline system for the administration of public employment by Consolidated Fire Agencies JPA (“CONFIRE”). The Rules define employment categories, merit-based recruitment and selection, classification administration, appointments, probation, performance management, personnel actions, separation, layoff, discipline, due process, personnel records, management rights, employee rights, and rule administration.

The Rules are intended to support effective public service, consistent treatment, operational accountability, lawful personnel administration, and clear allocation of authority.

1.2 Scope

CONFIRE is a separate public entity and administers its own personnel system under the authority established by the Joint Powers Agreement, applicable law, Board policies, applicable memoranda of understanding, and these Rules.

These Rules apply to represented CONFIRE employees except where a provision of an applicable memorandum of understanding expressly controls. They apply to exempt and other non-represented CONFIRE employees except where a controlling Board-approved compensation plan, employment agreement, or other governing authority provides otherwise.

These Rules do not apply to employees of member agencies, contracting agencies, subcontractors, vendors, or consultants. They also do not apply to independent contractors, volunteers, or other persons who are not CONFIRE employees unless a written agreement expressly makes a specific provision applicable to them.

1.3 Document Hierarchy and Conflicts

The following hierarchy governs interpretation and administration of these Rules, subject to the specific allocation of authority in the Joint Powers Agreement and applicable law:

1. Applicable federal and California law and the Third Amended and Restated Joint Powers Agreement.
2. Policies of the CONFIRE Board of Directors.
3. Policies of the Administrative Committee.
4. A valid memorandum of understanding, employment agreement, or Board-approved compensation plan within its lawful and stated scope.
5. These Personnel Rules.
6. Enterprise policies adopted under proper authority.
7. Departmental procedures, standard operating procedures, administrative practices, forms, and workflows.
8. The employee handbook, which is an informational summary and does not supersede a controlling source.

A valid memorandum of understanding controls a conflicting provision of these Rules for employees in the covered bargaining unit. These Rules continue to apply to nonconflicting matters and subjects not addressed by the memorandum of understanding. A compensation plan or individual employment agreement controls only within its lawful and expressly stated scope.

No procedure, handbook statement, past practice, supervisor representation, or administrative form may amend these Rules or create an employment right, benefit, status, or appeal not authorized by a controlling source.

1.4 Rules of Construction

- “Shall” is mandatory. “May” is permissive and confers discretion on the identified authority.
- A reference to a position includes an acting incumbent and a properly authorized designee when the context permits.
- Titles are descriptive. A change in organizational title does not invalidate a delegation if the successor position performs substantially the same function.
- Headings do not limit the substantive meaning of a provision.
- Unless otherwise stated, “day” means calendar day and “working day” means a day on which CONFIRE’s administrative offices are normally open.
- Time limits established by a controlling memorandum of understanding supersede different time limits in these Rules.

1.5 Definitions

Term	Definition
Administrative Committee	The Administrative Committee established by the Joint Powers Agreement and composed of the fire chief, or authorized alternate, of each member agency.
Appointing Authority	The Executive Director or a person to whom the Executive Director has delegated specified appointing authority in writing.
At-Will Employee	An employee whose employment may be ended by CONFIRE or the employee at any time, with or without cause or advance notice, subject to applicable law and any controlling written agreement.
Board	The CONFIRE Board of Directors established by the Joint Powers Agreement and composed of an appointed member of the elected body of each member agency.
Class or Classification	A group of one or more positions sufficiently similar in duties, responsibilities, authority, and qualification requirements to use the same class specification and salary range.
Class Specification	The Board-approved description of the representative duties, responsibilities, distinguishing characteristics, and minimum qualifications of a classification.

Term	Definition
Classified Service	Regular positions designated by the Board as eligible to attain regular status after successful completion of the applicable probationary period. A classified position may be represented or non-represented.
Compensation Plan	A Board-approved plan establishing compensation, benefits, and employment provisions for identified unrepresented or exempt classifications.
Contingent Appointment	A PSE, temporary, extra-help, limited-term, on-call, intern, or similar appointment authorized by the Board, an applicable memorandum of understanding, a compensation plan, or another controlling written agreement. A contingent appointment is at-will, does not confer regular status, and does not create a right to conversion or future appointment to a regular position.
Controlling Source	Any applicable law, the Joint Powers Agreement, Board policy, Administrative Committee policy, memorandum of understanding, Board-approved compensation plan, employment agreement, or other legally binding agreement or authority that governs the matter at issue. When two or more sources apply, the source having superior legal or contractual authority controls to the extent of any conflict, as further provided in Rule 1.3.
Department or Division	An organizational component established by CONFIRE. The Executive Director may define administrative boundaries unless Board or Administrative Committee action is required.
Eligible Employee for Temporary Assignment	A current CONFIRE employee who has completed the required trainee or underfill period for the employee's current classification, is not serving in trainee or underfill status, meets the stated qualifications for the temporary assignment, and is otherwise eligible under the applicable memorandum of understanding or other controlling source. A probationary employee may be eligible unless prohibited by the applicable memorandum of understanding or the stated requirements of the assignment.
Employee	A person appointed to a CONFIRE position and paid through CONFIRE payroll. The term does not include independent contractors, employees of another entity, or volunteers unless expressly stated.
Enterprise Policy	Organization-wide directives that establish mandatory requirements, standards, responsibilities, or controls that apply across CONFIRE or to multiple departments, divisions, programs, or covered workforces. They are

Term	Definition
	used when a subject requires consistent administration beyond a single operational area.
Executive Director	The Executive Director of CONFIRE, including an acting Executive Director lawfully designated by the Administrative Committee.
Exempt Employee	An employee included in the Board-approved Exempt Compensation Plan. Exempt employees are unclassified and at-will. This definition is separate from any exemption under wage-and-hour law.
Human Resources	The CONFIRE Human Resources function, led by the HR Manager or successor position, and any properly authorized staff or service provider acting within delegated administrative authority.
Memorandum of Understanding or MOU	A Board-approved labor agreement between CONFIRE and an exclusively recognized employee organization.
Personnel Rules	These Board-adopted CONFIRE Personnel Rules, as amended.
Position	A group of assigned duties and responsibilities requiring the services of one employee or an authorized job-share arrangement.
Probationary Employee	An employee appointed to a regular classified position who has not completed the probationary period required by the controlling MOU and these Rules.
Public Service Employee or PSE	A contingent, at-will employee appointed under a Board-authorized program or position. A PSE does not attain regular status.
Qualified Candidate Pool	A group of applicants determined through an approved recruitment and assessment process to possess the qualifications required for consideration for appointment.
Regular Position	A full-time or part-time position authorized by the Board as part of the regular position complement. A regular position may be classified or unclassified.
Regular Status	The status obtained by an employee in the classified service after successful completion of the applicable probationary period. Regular status does not apply to at-will, PSE, temporary, extra-help, trainee-designated at-will, or other contingent employees.
Service Hours	Paid hours during an employee's regular tour of duty, up to 80 hours per pay period, excluding overtime, unpaid

Term	Definition
	time, disability payments, and other exclusions stated in the applicable MOU or compensation plan.
Unclassified Service	Positions and appointments designated as at-will by the Board, these Rules, a Board-approved compensation plan, or another controlling written agreement. Unclassified service does not confer regular status.
Working Day	A day on which CONFIRE's administrative offices are normally open, excluding CONFIRE-observed holidays.

RULE 2

PERSONNEL ADMINISTRATION AND DELEGATION

2.1 Executive Director

Consistent with the Joint Powers Agreement and applicable Board and Administrative Committee policies, the Executive Director is the Appointing Authority for all CONFIRE employees other than the Executive Director and is responsible for the administration and implementation of these Rules.

The Executive Director may exercise authority directly or through Human Resources, department or division leadership, or another properly authorized official. Nothing in this Rule expands or limits authority reserved to the Board or Administrative Committee by a controlling source.

2.2 Human Resources

Human Resources administers and supports the personnel system under the direction of the Executive Director and shall perform the functions assigned by these Rules, applicable law, governing policy, administrative procedure, or written delegation.

The assignment of a function to Human Resources or another official in these Rules identifies administrative responsibility for that function. It does not constitute an exclusive job description or limit the Executive Director's authority to assign, supervise, retain, or reassign responsibility, unless a controlling source provides otherwise.

2.3 Written Delegation

Unless a controlling source requires personal action by a specified official or governing body, authority under these Rules may be delegated in writing. A delegation shall identify the authority delegated and any conditions or limitations. It may be modified or revoked at any time and does not prevent the delegating authority from retaining or assuming the matter.

Routine administrative tasks may be assigned without a formal delegation when decision-making authority remains with the authorized official.

RULE 3

PUBLIC SERVICE STANDARDS, ETHICS, EQUAL EMPLOYMENT, AND EMPLOYEE RESPONSIBILITIES

3.1 Public Service

CONFIRE employees are public employees and shall faithfully perform their duties for the benefit of the public. Employees shall uphold the Constitution and laws of the United States and California, comply with lawful CONFIRE authority, act honestly and impartially, and place the public interest above personal interest in the performance of official duties.

3.2 Standards of Conduct

Employees shall perform assigned duties competently, safely, respectfully, and efficiently; exercise sound judgment; communicate truthfully; maintain required qualifications; cooperate with authorized officials and coworkers; and protect the continuity, security, and integrity of CONFIRE operations.

Employees shall comply with these Rules, applicable MOUs and compensation plans, enterprise policies, departmental procedures, lawful orders, professional standards, and conditions of employment. Detailed conduct expectations may be established in separate policies and procedures.

3.3 Equal Employment Opportunity

CONFIRE prohibits discrimination, harassment, retaliation, and denial of reasonable accommodation in violation of applicable law or CONFIRE policy. Employment decisions shall be based on job-related qualifications, performance, conduct, operational need, and other lawful considerations.

Complaints and accommodation requests shall be reported and processed under the applicable enterprise policy and procedure. Nothing in these Rules replaces a statutory complaint process or creates a duplicate grievance or appeal.

3.4 Conflicts of Interest and Outside Activities

Employees shall avoid financial, personal, family, business, political, or other interests that conflict with, impair, or reasonably appear to impair the impartial performance of official duties. Employees shall comply with applicable conflict-of-interest laws, CONFIRE's conflict-of-interest code, disclosure requirements, and outside-employment policies.

3.5 Professional Workplace Relationships

Employees shall prevent actual or perceived conflicts of interest, favoritism, or misconduct, and ensure that personal relationships do not interfere with CONFIRE's mission, supervision, decision-making, or workplace environment. By way of illustration and not limitation:

- Employees shall maintain professional relationships in the workplace.
- Personal relationships shall not adversely affect job performance, workplace morale, or Agency operations.
- Employees shall not use their positions to benefit individuals with whom they have a personal relationship.
- Employees shall not be involved in a romantic, dating, domestic, or familial relationship when a supervisory, evaluative, disciplinary, promotional, payroll, or financial conflict may arise.

- All employees remain subject to CONFIRE's policies regarding harassment, discrimination, retaliation, ethics, and conflicts of interest.

3.6 Confidential and Protected Information

Employees shall access, use, disclose, transmit, and retain confidential, privileged, medical, personnel, public-safety, protected health, security, and operational information only as permitted by law, authorized and required for official duties. Confidential information shall not be used for personal benefit or disclosed for an unauthorized purpose.

3.7 Public Property and Resources

CONFIRE property, systems, equipment, funds, records, credentials, vehicles, and supplies shall be used only for authorized purposes, subject to applicable enterprise policies. Limited incidental use may occur only where expressly authorized and shall not interfere with operations, create additional cost or risk, or violate law or policy.

3.8 Political Activity

Employees may participate in political activity on their own time and at their own expense as permitted by law and policy. Employees shall not use CONFIRE authority, resources, uniforms, insignia, work time, or confidential information for unauthorized political purposes and shall not represent personal political activity as an official CONFIRE position.

3.9 Disaster Service Worker Status and Oath

All CONFIRE employees are public employees and disaster service workers as provided by California law. Employees shall execute any oath or affirmation required by law and may be assigned disaster service activities by authorized officials.

3.10 Employee Responsibility

Employees are responsible for becoming familiar with and complying with the controlling employment documents made available by CONFIRE. Lack of knowledge does not excuse noncompliance when the employee had reasonable access to the requirement. Employees shall promptly update required contact, license, certification, and emergency information.

RULE 4

EMPLOYMENT CATEGORIES, SERVICE STATUS, AND POSITION AUTHORIZATION

4.1 Classification of Service

The Board assigns positions and appointments to the classified or unclassified service. Classification of service determines whether an employee may attain regular status and does not determine wage-and-hour exemption.

4.2 Classified Service

The classified service consists of regular positions designated by the Board as eligible to attain regular status. A classified position may be represented or non-represented. Appointment to a

classified position is probationary until the employee successfully completes the applicable probationary period.

A classified employee with regular status may be disciplined only for cause and is entitled to the due-process and appeal rights established by the applicable memorandum of understanding, these Rules, and applicable law.

4.3 Unclassified and At-Will Service

The unclassified service consists of positions and appointments designated as at-will by the Board, these Rules, a Board-approved compensation plan, or another controlling written agreement. It includes all classifications covered by the Exempt Compensation Plan, other non-represented classifications designated by the Board as at-will, Public Service Employees, and other contingent appointments.

Employees in the unclassified service do not attain regular status. Except for the Executive Director, who serves at the pleasure of the Administrative Committee, employees in the unclassified service serve at the pleasure of the Appointing Authority. At-will employment may be ended by CONFIRE or the employee at any time, with or without cause or advance notice, subject to applicable law and any controlling Board-approved compensation plan or written agreement.

A regular position may be unclassified. Authorization of a regular position, length of service, performance evaluations, or receipt of benefits does not alter at-will status.

4.4 Probationary Status

A probationary appointment is part of the selection process for the classified service. A probationary employee has not attained regular status in the appointed classification and may be released, returned, or otherwise acted upon as provided by the applicable MOU, these Rules, and law.

4.5 Trainee and Underfill Status

A trainee or underfill appointment permits appointment below the full working level of an authorized position for training, qualification, recruitment, or budgetary reasons. The appointment notice shall identify the classification, status, required qualifications, expected progression, applicable probation, and consequences of failure to qualify.

A trainee designated as at-will by a controlling MOU or appointment condition remains at-will until appointment to the higher classification and completion of any required probationary period.

4.6 Public Service Employees and Other Contingent Appointments

PSE and other contingent appointments may be made only within Board-authorized programs, positions, funding, or agreements. The appointment shall be documented in writing and shall state the expected duration or condition, work schedule if applicable, benefit eligibility, and at-will status. Contingent service does not confer regular status, seniority, displacement rights, or a right to future appointment.

4.7 Regular Positions and Position Control

The Board establishes the approved budget and any Board-approved staffing, classification, salary, and position-control framework. Within that framework, the Administrative Committee and Executive

Director may manage authorized positions and organizational assignments in accordance with their respective authority under the Joint Powers Agreement, governing policies, and other controlling sources.

Board approval is required when an action increases appropriations or authorized staffing, creates or abolishes a classification, establishes or changes an approved salary range, amends a Board-approved position-control schedule, or is otherwise reserved to the Board. Human Resources shall maintain the official position-control record.

4.8 No Unauthorized Status Change

No employee, supervisor, manager, recruiter, or administrative service provider may change an employee's service category, regular status, at-will status, bargaining-unit allocation, or appointment type except through the authority and documentation required by these Rules and controlling agreements.

RULE 5

CLASSIFICATION AND COMPENSATION ADMINISTRATION

5.1 Classification Plan

Human Resources shall maintain a classification plan covering all CONFIRE positions. Positions shall be allocated based on assigned duties, responsibilities, decision authority, supervision, organizational relationships, minimum qualifications, and other job-related factors. Classification is based on the position, not the personal qualifications or performance of an incumbent.

5.2 Class Specifications

Each classification shall have a Board-approved class specification. A class specification describes representative duties and minimum qualifications and does not restrict management from assigning related duties consistent with the classification. Class specifications are not individual job descriptions and do not create a guarantee that every listed duty will be assigned or that unlisted related duties will not be assigned.

5.3 New Positions and Reorganizations

Before establishing a new regular position or implementing a material reorganization, Human Resources shall review the proposed duties and recommend the appropriate classification, representation-unit allocation if applicable, salary range, service status, and organizational placement.

The Executive Director may implement position and organizational changes within the approved budget, staffing authorization, classification plan, salary schedule, and delegated authority. Administrative Committee or Board review and approval shall be obtained when required by the Joint Powers Agreement, governing policy, a budget or staffing amendment, or another controlling source.

5.4 Classification Review

A classification review may be initiated by the Executive Director, Human Resources, a department or division leader, an exclusively recognized employee organization, or an employee when permitted

by a controlling MOU or procedure. Human Resources may decline, defer, consolidate, or scope a request based on workload, prior studies, organizational change, incomplete information, or the absence of a material change in duties.

A review shall consider duties actually and regularly assigned, the nature and level of responsibility, organizational relationships, and qualification requirements. Volume of work, superior performance, length of service, or temporary duties alone do not establish reclassification.

5.5 Results of Classification Studies

Upgrading

A change to a classification with a higher salary range is an upgrading. An incumbent is not automatically appointed to the upgraded classification unless the applicable MOU, Board action, or approved waiver permits appointment. Otherwise, the position shall be filled through an authorized competitive or alternative appointment process.

Downgrading

A change to a classification with a lower salary range is a downgrading. Incumbent placement, salary treatment, eligibility-list placement, and other rights shall be governed by the applicable MOU or compensation plan. At-will employees do not acquire displacement or salary-retention rights through this Rule.

Technical Title Change

A title change without a material change in grade-determining duties, qualification requirements, or salary range is a technical title change and does not affect status, probation, or compensation unless the Board provides otherwise.

5.6 Compensation Administration

The Board approves salary ranges, compensation plans, and negotiated compensation. The Executive Director and Human Resources administer salary placement, progression, differentials, temporary assignment pay, and other compensation in accordance with the applicable MOU, compensation plan, Board action, and law. These Rules do not establish benefit levels, accrual rates, or payroll procedures.

5.7 Classification and Compensation Review

Represented employees and employee organizations shall use the classification, compensation, and representation-unit processes in the applicable MOU and labor law. Those processes control over this Rule.

An employee who is not covered by a classification or compensation review procedure in an applicable memorandum of understanding may submit a written request for administrative reconsideration of a classification allocation or salary-placement decision to Human Resources. Human Resources shall review the relevant duties, authority, approved salary range, and controlling plan and provide a written recommendation to the Executive Director. The Executive Director's administrative decision is final, subject to Board authority over classifications, salary ranges, positions, and compensation plans.

Administrative reconsideration does not create a hearing right, cause requirement, property interest, or guaranteed salary adjustment. For an at-will employee, administrative reconsideration does not create or limit continued-employment rights or otherwise alter at-will status.

RULE 6

RECRUITMENT AND EXAMINATIONS

6.1 Merit and Equal Opportunity

Recruitment and selection shall be job-related, fair, and designed to identify qualified candidates while supporting equal employment opportunity and operational needs. Political, personal, family, or other non-merit influence shall not control appointment decisions.

6.2 Recruitment Types

Human Resources may use one or more of the following recruitment types, as approved by the Executive Director or designee:

- Open recruitment available to all applicants who meet stated requirements.
- Promotional recruitment limited to eligible CONFIRE employees or a stated employee group.
- Continuous or periodic recruitment used to maintain a candidate pool for recurring needs.
- Lateral recruitment for applicants with qualifying experience in a comparable public or private classification.
- Trainee or underfill recruitment for appointment below the full working level.
- Qualifying recruitment or assessment for an employee required to demonstrate readiness for progression.
- Targeted recruitment for a specialized, urgent, or difficult-to-fill position.

6.3 Recruitment Announcements

A recruitment announcement shall identify the classification or assignment, representative duties, salary range, status, minimum qualifications, special conditions, application method, filing period, assessment method when known, and any requirement that must be satisfied before appointment or completion of probation. Human Resources shall determine appropriate outreach and posting based on the recruitment type and the controlling MOU.

6.4 Applications and Minimum Qualifications

Applicants are responsible for submitting complete and accurate information by the stated deadline. Human Resources shall determine whether an applicant meets the announced minimum qualifications and may require supporting documentation. Material falsification, omission, fraud, or failure to provide required information may result in disqualification, removal from a candidate pool, withdrawal of an offer, or discipline.

6.5 Examinations and Assessments

An examination is any reasonable and job-related method used to assess qualifications, knowledge, skills, abilities, competencies, fitness, or potential. Methods may include application review, structured interviews, written or performance exercises, simulations, assessment centers, work samples, supplemental questionnaires, experience ratings, reference checks, or other validated methods.

Human Resources is responsible for the integrity, consistency, security, and documentation of examinations. Subject-matter experts may participate under the direction of Human Resources. Examination materials and assessor identities shall remain confidential to the extent permitted by law.

6.6 Modification, Suspension, or Cancellation

Human Resources may modify, suspend, extend, reopen, or cancel a recruitment or examination when required by operational needs, insufficient competition, error, changed qualifications, budget constraints, organizational changes, or other good cause. Affected applicants shall receive reasonable notice when practicable. No applicant has a vested right to completion of a recruitment or appointment.

6.7 Direct Hire and Waiver of Competition

The Executive Director may authorize a direct hire or waive all or part of a competitive process upon written recommendation of Human Resources when one or more of the following exists:

- A critical operational need or emergency requires an expedited appointment.
- The position is difficult to recruit for or has produced insufficient qualified candidates.
- The position requires exceptional, specialized, or demonstrably unique qualifications.
- A candidate has recognized attainments directly related to the position, and competition would not materially improve the selection.
- A current or former employee has successfully performed the same or substantially comparable work, and direct appointment is permitted by a controlling MOU or plan.
- A trainee, underfill, temporary, or contingent employee is being considered for regular appointment after an authorized and competitively obtained assignment, when permitted by a controlling agreement.
- Another documented circumstance makes the full competitive process impracticable, and the appointment remains consistent with merit, equal opportunity, and labor obligations.

The written authorization shall identify the basis, candidate qualifications, position, appointment status, and any required labor notice. Direct hire and waiver authority shall not be used to evade a controlling MOU, unlawful discrimination requirements, or Board position authority.

6.8 Veterans Preference

CONFIRE shall provide lawful veterans preference in recruitment. Human Resources shall maintain an Executive Director-approved veterans preference procedure that identifies eligibility documentation and how preference is applied. Preference may provide priority consideration among substantially equally qualified candidates or other additional consideration that does not displace minimum qualifications or guarantee appointment.

RULE 7

QUALIFIED CANDIDATE POOLS, REFERRAL, AND SELECTION

7.1 Establishment of Qualified Candidate Pools

Human Resources may establish qualified candidate pools from applicants who successfully complete an approved recruitment and assessment. A pool may be open, promotional, lateral, trainee, transfer, layoff, reemployment, selective, or otherwise limited by job-related criteria stated in the announcement or authorization.

7.2 Duration and Use

The duration of a candidate pool shall be stated in the recruitment notice or pool-establishment record. Human Resources may extend, reactivate, merge, divide, or discontinue a pool based on operational need, pool quality, changes in qualifications, or a new recruitment. A pool may be used

for the announced classification and, with Human Resources approval, for a substantially comparable or lower classification.

7.3 Referral

Human Resources shall refer candidates based on the classification, required qualifications, assessment results, availability, work location, schedule, selective criteria, labor requirements, and other job-related factors. Referral does not guarantee an interview or appointment unless a controlling MOU or law provides otherwise.

7.4 Selection Interviews

The selecting authority should interview at least three qualified candidates when three are reasonably available. A selection may proceed with fewer candidates when Human Resources documents that the pool contains fewer than three available qualified candidates or reasonable efforts to obtain additional interviews were unsuccessful. For executive, specialized, direct-hire, reemployment, layoff, or other approved appointments, the Executive Director may authorize a different process.

Interview questions and selection criteria shall be job-related and administered consistently to candidates in substantially similar circumstances. Selection panels shall disclose actual or potential conflicts of interest and maintain confidentiality.

7.5 Selective Qualification and Referral

Human Resources may limit or prioritize referrals based on a documented job-related qualification, including required licensure, certification, language proficiency, schedule, work location, specialized technical skills, or security requirements. Selection criteria shall not be used to evade competition or to unlawfully discriminate.

7.6 Removal from a Candidate Pool

Human Resources may remove a candidate from a Pool. By way of illustration and not limitation, the following list provides reasons for removal::

- No longer meets minimum or legal requirements.
- Falsified or materially omitted information.
- Failed to participate in a required assessment, interview, background process, or availability inquiry.
- Declined appointment or repeated consideration under conditions stated in the recruitment notice.
- Cannot be contacted after reasonable efforts.
- Demonstrated unsatisfactory performance or conduct in a comparable CONFIRE assignment.
- Failed a required background, medical, psychological, credential, or other lawful preemployment condition.
- Requested removal or became unavailable.
- Was appointed to the position or a higher related classification.
- Is removed for another documented job-related reason consistent with law.

7.7 Selection Decision

The selecting authority may choose any referred candidate determined to be best qualified based on lawful, job-related factors. The highest assessment score or pool placement does not create an appointment right. Human Resources shall review selection documentation before final appointment when required by procedure or delegation.

RULE 8

APPOINTMENTS AND CONDITIONS OF EMPLOYMENT

8.1 Appointment Authority

An appointment is the authorized offer and acceptance of employment with CONFIRE. Only the Executive Director or a written designee may make or approve an appointment. An unauthorized promise or offer is not binding on CONFIRE.

8.2 Appointment Types

- Regular classified appointment: Appointment to a regular position in the classified service, subject to the applicable probationary period and controlling employment provisions.
- Regular unclassified appointment: Appointment to a regular position designated as at-will. A regular unclassified position does not confer regular status.
- Trainee or underfill appointment: appointment below the full working level under Rule 4.5.
- PSE or other contingent appointment: at-will appointment under Rule 4.6.
- Dual appointment: temporary appointment of a second employee to an occupied regular position for training, extended leave coverage, emergency, or other documented need.
- Acting or temporary assignment: an assignment that does not change the employee's underlying appointment unless expressly stated.

8.3 Written Appointment Notice

The employee shall receive written notice identifying the classification, department or division, appointment type, service status, salary placement, effective date, probation or trainee period. if applicable, the notice shall also specify the work location or schedule, special conditions, and the controlling MOU or compensation plan. Failure to provide timely notice does not change lawful status, but Human Resources shall promptly correct the record.

8.4 Preemployment Conditions

An appointment may be contingent upon verification of identity and work authorization; minimum qualifications; licenses, certifications, and references; a background investigation; medical or psychological fitness; drug testing when lawful; an oath; conflict disclosures; a driving record; security access; or other job-related requirements. Medical inquiries and examinations shall occur only when lawful and shall be maintained separately from personnel records.

8.5 Oath and Disaster Service

An employee shall execute the oath or affirmation required by California law before or upon entering service and shall acknowledge disaster service worker obligations.

8.6 Salary Placement

Initial salary placement shall be made in accordance with the applicable MOU, compensation plan, salary schedule, and delegated authority. An appointment above the entry step requires the approval and documentation specified by the controlling source. No employee may promise a salary outside an approved range or plan.

8.7 Dual Appointments

A dual appointment may be authorized by the Executive Director within an approved regular position when necessary for training, extended leave coverage, emergency operations, succession, or

transition. The written appointment shall define the status, duration, benefits, return rights, and the action to be taken when the underlying need ends. A controlling MOU governs any displacement or layoff right.

8.8 Change of Appointment

A change from contingent to regular, from trainee or underfill appointment to a regular classified appointment, from classified to unclassified, or to another appointment type requires written approval under these Rules and any controlling MOU. Prior service shall be credited only as expressly authorized.

RULE 9 PROBATION, TRAINEE, AND UNDERFILL APPOINTMENTS

9.1 Purpose

Probation is the final phase of the selection process for a classified appointment. It provides a period to evaluate conduct, capacity, reliability, judgment, skill, learning, productivity, compatibility with operational requirements, and overall suitability for regular status.

9.2 Length of Probation

The default probationary period is 2,080 service hours unless a controlling MOU specifies a different period. The MOU controls for employees in the covered bargaining unit. At-will employees do not acquire regular status by completing 2,080 hours or any other period.

9.3 Service-Hour Measurement

Probation is measured by service hours as defined in Rule 1 and the applicable MOU. Human Resources shall determine the completion date. Leave without pay and other excluded time do not count as service hours. Paid leave, modified duty, extended absence, or interrupted assignment may extend probation when permitted by the MOU or approved in writing to provide a reasonable evaluation period.

9.4 Probationary Evaluations

The supervisor shall provide timely feedback and documented evaluations during probation. Evaluations should occur early enough to identify concerns and again before completion. The absence of an evaluation does not automatically complete probation or confer regular status. Any release from probation, extension of probation, or return to a former classification must be approved and communicated in writing before the recorded probation completion date.

9.5 Extension, Waiver, or Early Completion

Probation may be extended, waived, or completed early only when permitted by the applicable MOU or, for an unrepresented employee, when approved by the Executive Director or designee after Human Resources review. Any action under this section must be documented in writing. Notice of an extension shall be provided to the employee before the scheduled completion date and shall state the revised completion date and the general reason for the extension.

9.6 Failure of Probation

A probationary employee who has not previously attained regular status in another CONFIRE classification may be released from the classified appointment without cause and without appeal except as provided by the applicable MOU or law. The release shall be documented in writing and shall not be characterized as formal discipline unless such discipline is imposed separately.

A promoted employee who previously held regular status may be returned to the former classification or a comparable classification as provided by the applicable MOU. Return from promotional probation does not preclude separate discipline for misconduct.

9.7 Trainee and Underfill Progression

The trainee or underfill plan shall state the qualifications, performance standards, training or certification requirements, maximum period if applicable, and method of progression. Progression is not automatic. Failure to qualify may result in return, reassignment, demotion, release, or separation, depending on status and the controlling MOU.

9.8 Attainment of Regular Status

An employee attains regular status only upon successful completion of the required probationary period in a classified position and confirmation in the official Human Resources record. Regular status applies to the classification, subject to any broader right established by the MOU.

RULE 10

PERFORMANCE MANAGEMENT

10.1 Purpose and Standards

Performance management establishes expectations, documents results, supports development, recognizes effective performance, identifies deficiencies, and provides a record for personnel decisions. Standards may address work quality, productivity, service, judgment, communication, leadership, teamwork, reliability, conduct, safety, learning, and job-specific competencies.

10.2 Management Responsibility

Supervisors and managers shall communicate expectations, observe performance, provide timely feedback, document significant performance, complete required evaluations, and take appropriate corrective or developmental action. Human Resources shall maintain evaluation standards and provide guidance.

10.3 Employee Responsibility

Employees shall meet established performance and conduct standards, participate in evaluations and development, seek clarification when expectations are unclear, maintain required qualifications, and make reasonable efforts to correct identified deficiencies.

10.4 Evaluation Frequency and Content

Employees in regular positions should receive a written evaluation at least annually and at other times required by an MOU, compensation plan, probation schedule, performance concern, promotion, assignment change, or management need. An evaluation shall identify the period

covered, standards, ratings or findings, supporting examples where appropriate, goals or expectations, evaluator, reviewer, and employee acknowledgment.

10.5 Employee Response

The employee shall be given an opportunity to review the evaluation, discuss it with the evaluator, and submit a written response for placement with the evaluation in the official personnel record. A signature acknowledges receipt, not agreement. Refusal to sign shall be documented and does not invalidate the evaluation.

10.6 Performance Improvement

Management may use coaching, training, counseling, a performance improvement plan, closer review, reassignment, or other appropriate measures. Corrective performance management is not formal discipline unless the document expressly imposes formal discipline. Failure to improve may support discipline or other personnel action consistent with status and controlling authority.

10.7 Use and Records

Performance records may be considered in probation, merit advancement, promotion, assignment, training, recognition, classification, discipline, layoff where permitted, reemployment, and other lawful personnel decisions. Evaluations and responses shall be maintained in accordance with Rule 17.

RULE 11

ASSIGNMENTS, PROMOTIONS, TRANSFERS, DEMOTIONS, AND RECLASSIFICATION

11.1 Management Assignment Authority

Subject to the applicable MOU and Board-authorized classifications, the Executive Director or designee may assign and reassign duties, work locations, schedules, supervisors, reporting relationships, projects, and organizational units to meet operational needs. An assignment does not change classification unless Human Resources determines that reclassification is required.

11.2 Temporary and Higher-Level Assignments

An employee may be temporarily assigned duties outside the normal assignment or at a higher level. Compensation, duration, selection, and return rights are governed by the applicable MOU or compensation plan. Temporary performance of duties does not automatically confer appointment, regular status, or reclassification.

A trainee or underfill employee is not eligible for a temporary higher-level, developmental, or similar assignment under this Section unless expressly authorized by a controlling memorandum of understanding or other written authority. A probationary employee may be considered for such an assignment when otherwise qualified and permitted by the applicable memorandum of understanding.

When a temporary higher-level, developmental, or similar assignment is filled through an announced expression-of-interest or competitive process, eligible employees shall be provided a reasonable opportunity to be considered, subject to the applicable memorandum of understanding, established qualifications, operational needs, and the authorized selection process.

11.3 Promotion

A promotion is an appointment to a classification with a higher salary range. Promotion shall normally result from an approved competitive, qualifying, direct-hire, or waiver process. Salary placement, probation, and return rights are governed by the applicable MOU or compensation plan.

11.4 Transfer and Reassignment

A transfer is an appointment or movement to another position in the same or a substantially equivalent classification. A reassignment is a movement within the same classification without a new appointment. Transfers and reassignments may be initiated by management or requested by an employee and are subject to qualifications, operational need, available positions, and the applicable MOU.

11.5 Voluntary Demotion

An employee may request an appointment to a classification with a lower salary range. Approval is discretionary and subject to a vacancy, qualifications, operational need, salary placement rules, probation, and the applicable MOU. A voluntary demotion does not create a right to return unless expressly approved in writing.

11.6 Disciplinary Demotion

A demotion imposed as formal discipline shall comply with Rules 15 and 16 and the applicable MOU. Salary placement shall be stated in the final order.

11.7 Reclassification

Reclassification is the allocation of a position to a different classification based on a classification study or recommendation by Human Resources. A reclassification may be approved by the Executive Director within the Board-approved classification plan, salary schedule, staffing authorization, and budget. Board approval is required when the reclassification creates or eliminates a classification, changes an approved salary range, increases authorized staffing, requires a budget amendment, or is otherwise reserved to the Board by a controlling source.

Reclassification is not a promotion, demotion, or disciplinary action, although implementation may result in an upgrading, downgrading, appointment process, salary change, or layoff treatment under Rule 5 and the applicable MOU.

11.8 Job Change and Change of Status

A job change or change of appointment shall be documented by Human Resources and may require recruitment, probation, salary determination, status notice, labor review, or Board action. No informal assignment changes service status.

RULE 12 LEAVES AND ABSENCE STATUS

12.1 Controlling Sources

Eligibility, accrual, compensation, scheduling, cash-out, substitution, and detailed administration of leave are governed by applicable law, the employee's MOU or compensation plan, Board action,

enterprise policy, and administrative procedure. These Rules establish only system-level authority and status principles.

12.2 Authorization and Documentation

Employees shall obtain approval for leave and provide notice and documentation as required by law and the applicable controlling source. CONFIRE may verify eligibility and designate leave as required by law. Unauthorized absence may be unpaid and may result in corrective or disciplinary action.

12.3 Protected Leave and Accommodation

CONFIRE shall administer protected leave, reasonable accommodation, pregnancy disability, military leave, workers' compensation leave, and related return-to-work obligations in accordance with current law and enterprise procedures. Medical information shall be handled in accordance with Rule 17.

12.4 Leave Without Pay

The Executive Director or designee may approve a discretionary leave of absence without pay when consistent with operational need, status, the applicable MOU or plan, and law. The approval shall state duration, benefit responsibility, return rights, effect on service hours and seniority, and any conditions. Discretionary leave does not guarantee a return unless the written approval states a right to return.

12.5 Compulsory Leave and Fitness for Duty

When objective information raises a reasonable concern that an employee cannot safely or effectively perform essential duties, CONFIRE may require a lawful fitness-for-duty evaluation, remove the employee from duty, place the employee on appropriate leave, impose work restrictions, or take other action consistent with law, accommodation obligations, the applicable MOU, and medical confidentiality.

12.6 Effect on Probation, Seniority, and Benefits

Unless specified in the applicable MOU, compensation plan or law, probation shall be extended by an employee's leave. No employee accrues a right through leave beyond the controlling source.

12.7 Return to Work

An employee returning from leave shall provide the required release or certification and, when applicable, participate in the interactive process. CONFIRE may require the employee to return to the same or an equivalent position where required by law, or may assign the employee consistent with restrictions, operational need, status, and the controlling agreement.

RULE 13

SEPARATION, RETIREMENT, AND REEMPLOYMENT

13.1 Resignation

An employee should submit a written resignation to the Executive Director or designee at least two weeks before the intended last day unless a shorter period is accepted. The resignation is effective

when accepted or on the stated date, whichever the appointing authority determines. Withdrawal requires written approval by the appointing authority.

A resignation alleged to have been obtained by fraud, duress, or coercion may be reviewed under applicable law and any controlling MOU. Retirement is a separation from active service and shall be processed in accordance with the applicable retirement system and plan documents.

13.2 Job Abandonment and Automatic Resignation

An employee who is absent for three consecutive scheduled working days without approved leave and without providing notice may be deemed to have abandoned the position. Before final separation, CONFIRE shall provide written notice of the proposed determination and a reasonable opportunity to explain the absence, unless the employee cannot be located after reasonable efforts.

The Executive Director or designee shall issue the final determination. An employee covered by an applicable memorandum of understanding may seek review through the process established by that agreement. A classified employee with regular status who is not covered by an MOU may seek review under Rules 15 and 16 when the action constitutes discipline. An at-will employee may request administrative reconsideration by the Executive Director, but reconsideration does not create cause, appeal, or continued employment rights.

13.3 Discharge and Release

Discharge of a regular classified employee for misconduct or performance is formal discipline governed by Rules 15 and 16 and the applicable MOU. Separation of an at-will, contingent, trainee-designated at-will, or probationary employee is governed by status, the appointment notice, the applicable MOU, and law and is not necessarily formal discipline.

13.4 Retirement

Employees are responsible for timely submitting retirement applications and elections. CONFIRE shall provide employment information required for retirement administration but does not guarantee eligibility, benefit calculations, tax treatment, or retirement-system determinations. A retired employee has no right to reemployment except as provided by law or a controlling agreement.

13.5 Reemployment

A former employee may be considered for reemployment through competitive recruitment, requalification, direct hire, layoff reinstatement, disability return, or another process authorized by an MOU, compensation plan, or law. Reemployment is discretionary unless a controlling source provides a mandatory right.

Restoration of salary, leave, service credit, seniority, probation, retirement contributions, or other terms occurs only as authorized by the applicable MOU, plan, retirement system, or written approval of the appointment.

Reemployment does not restore prior seniority or other service-based rights except as expressly provided by an applicable memorandum of understanding, law, compensation plan, or written appointment action.

13.6 Death of Employee

Upon an employee's death, CONFIRE shall process final pay, benefits, records, and agency property in accordance with law, plan documents, beneficiary designations, and administrative procedures.

RULE 14

LAYOFF, DISPLACEMENT, AND REINSTATEMENT

14.1 Applicability

This Rule establishes a default layoff framework. A controlling MOU or compensation plan supersedes conflicting provisions. Exempt, other at-will, PSE, and contingent employees do not have layoff, displacement, or reinstatement rights except as expressly provided by a controlling plan, agreement, or law.

14.2 Definition and Cause

Layoff is the involuntary separation or reduction in classification of a regular classified employee without fault of the employee because of abolition or reduction of positions, budget reduction, loss or change of funding, discontinuation or curtailment of work, reorganization, technology or method change, mandatory reinstatement, contracting or transfer of work, emergency, or another Board-determined operational reason.

14.3 Board and Executive Authority

The Board determines the number and classification of regular positions to be retained and approves the position reductions or reorganization requiring a layoff. The Executive Director prepares and implements the layoff plan with Human Resources and legal review. The plan shall identify the affected organizational unit, classifications, number of positions, proposed effective date, layoff order, displacement opportunities, special-qualification requests, and reinstatement treatment.

14.4 Avoidance and Mitigation

When practicable, CONFIRE may consider vacancy management, attrition, transfer, reassignment, voluntary reduction, reduced schedule, temporary assignment, retraining, or other lawful measures before separating a regular classified employee. Nothing requires CONFIRE to create a position, displace an at-will employee where prohibited by a controlling source, or take a measure inconsistent with operational need.

14.5 Notice

Affected employees and the recognized employee organization shall receive the notice required by the applicable MOU and law. For an employee not covered by a controlling notice provision, CONFIRE should provide at least 15 calendar days' written notice when practicable. The notice shall identify the reason, effective date, classification, status, and known displacement or reinstatement rights.

14.6 Order of Layoff

The layoff order shall be determined within the affected classification and organizational unit identified in the approved plan, in accordance with the applicable MOU. In the absence of a controlling MOU provision:

1. Contingent, PSE, temporary, extra-help, provisional, trainee-designated at-will, and other nonregular appointments performing substantially similar work may be ended before regular classified employees, unless operational or legal requirements justify otherwise.
2. Employees serving in acting or temporary higher assignments shall return to their underlying classifications before layoff rights are determined.

3. Probationary employees shall be laid off before employees with regular status in the same classification.
4. Employees with regular status shall be laid off in inverse order of seniority, measured from the most recent date of continuous service in a regular CONFIRE position, subject to approved special-qualification exceptions and tie-break procedures.

14.7 Displacement or Bumping

A regular classified employee designated for layoff may request displacement to a lower classification previously held with regular status, within the same functional job family, when the employee is qualified and has greater seniority than the least senior incumbent. Displacement shall not cross unrelated functional categories and shall not occur where a controlling MOU provides a different rule.

An employee displaced by another employee may exercise the same right if eligible. An employee who declines an available displacement may be separated but may retain reinstatement eligibility as provided by the controlling source.

14.8 Special-Qualification Exception

The Executive Director may recommend retaining an employee out of seniority order when documented special qualifications, licenses, certifications, experience, security access, language ability, or operational requirements are essential to the remaining work and cannot reasonably be met by a more senior employee. Human Resources and legal counsel shall review the request, and the required labor notice shall be provided. The Board shall approve an exception that materially changes the approved layoff order.

14.9 Reinstatement List

A regular classified employee laid off or involuntarily demoted shall be placed on a reinstatement list for the period and classifications established by the applicable MOU. In the absence of a controlling provision, the default period is two years from the effective date of layoff. Reinstatement priority shall be based on the approved layoff order and qualifications for the vacancy.

An employee may be removed from a reinstatement list for appointment, expiration, written request, repeated failure to respond, refusal of an equivalent appointment, loss of qualifications, or other cause stated in the notice. Restoration of salary, benefits, probation, and service credit is governed by the controlling MOU or appointment action.

14.10 Short-Term Emergency Reduction

When an emergency or short-term interruption requires a temporary reduction of not more than 15 consecutive working days, the Executive Director may implement a short-term layoff or furlough in an order reasonably related to operational need, subject to Board authority, labor obligations, applicable law, and any controlling MOU. Reasonable notice shall be provided when practicable.

RULE 15

CORRECTIVE AND DISCIPLINARY ACTION

15.1 Purpose and Applicability

Corrective and disciplinary action is intended to maintain lawful, safe, reliable, respectful, and effective public service. Formal discipline of a regular classified employee shall be for cause and shall comply with these Rules, the applicable MOU, and law. At-will, probationary, and contingent employees do not acquire cause or appeal rights through this Rule.

15.2 Corrective and Nonformal Action

Management may use coaching, instruction, training, counseling, performance improvement, a record of discussion, a memorandum of concern, or a written reprimand. Unless a controlling MOU provides otherwise, these measures are not formal discipline and are not subject to a disciplinary hearing. The employee may submit a written response for the personnel record.

15.3 Formal Discipline

Formal discipline may include suspension without pay, reduction in salary step for a stated period, disciplinary demotion, deduction from accrued leave when authorized by a controlling MOU, or dismissal. The final order shall state the action, effective date, causes, factual basis, and appeal rights.

15.4 Cause

Cause includes, but is not limited to, the following when supported by the facts and reasonably related to employment:

- Failure to meet reasonable performance, productivity, competency, reliability, or conduct standards.
- Neglect of duty, inattention, carelessness, or failure to perform assigned work.
- Insubordination, refusal to follow a lawful order, or violation of law, these Rules, an MOU, policy, procedure, or condition of employment.
- Dishonesty, fraud, falsification, material omission, misuse of records, or deception in employment or official duties.
- Unauthorized absence, excessive absenteeism or tardiness, abuse of leave, or failure to follow lawful attendance requirements.
- Discourteous, abusive, threatening, violent, discriminatory, harassing, retaliatory, or otherwise inappropriate treatment of the public or others.
- Unauthorized use, disclosure, removal, alteration, or destruction of confidential or official information.
- Misuse, theft, misappropriation, damage, or waste of public funds, property, equipment, credentials, systems, or time.
- Unsafe conduct, failure to follow safety requirements, or conduct creating an unreasonable risk to people, operations, security, or property.
- Possession, use, sale, or impairment by alcohol, controlled substances, or other intoxicants in violation of law or policy.
- Loss, suspension, restriction, or failure to maintain a required license, certification, clearance, qualification, or legal eligibility.
- Conflict of interest, incompatible outside activity, misuse of official position, or unauthorized political activity.
- Conduct on or off duty that has a sufficient nexus to CONFIRE operations, public trust, safety, working relationships, or the employee's ability to perform.
- Failure to cooperate in a lawful investigation or knowingly providing false or misleading information.

- Other conduct constituting good cause under the applicable MOU, law, or established public employment principles.

15.5 Progressive Discipline

CONFIRE supports the concepts of progressive discipline to provide employees with the opportunity and assistance to correct their deficiencies and/or unacceptable behavior. However, not all steps are appropriate in every circumstance. CONFIRE shall consider progressive discipline when determining the appropriate level of corrective or disciplinary action.

In determining the appropriate level of action, CONFIRE shall consider the seriousness of the conduct, prior notice and relevant disciplinary or corrective record, length and quality of service, consistency of treatment, mitigating and aggravating circumstances, potential for correction, and operational impact. By way of illustration and not limitation, progressive discipline is not required when the conduct: is serious; constitutes gross negligence, safety or operational risk; creates a loss of trust; or other circumstances that reasonably justify a higher level of action.

15.6 Authority

The Executive Director is the disciplinary authority and may impose any formal discipline. A written delegation may authorize specified managers to issue corrective actions, written reprimands, or limited suspensions, but dismissal and disciplinary demotion require Executive Director approval unless the Board has expressly approved a different delegation. Human Resources shall review proposed formal discipline before issuance.

15.7 Administrative Leave and Interim Measures

Pending investigation, due process, fitness review, or operational assessment, the Executive Director or designee may place an employee on paid administrative leave, temporarily reassign duties, restrict access, direct the employee not to contact specified persons, or impose other nondisciplinary interim measures. Unpaid emergency action may occur only when authorized by law, a controlling MOU, and Rule 16.

15.8 Investigations and Representation

Administrative investigations shall be conducted by authorized personnel in a manner reasonably designed to establish relevant facts. Employees shall cooperate and may have representation when provided by law or the applicable MOU. Investigation records shall be maintained and disclosed only as required by law.

RULE 16

PRE-DISCIPLINARY DUE PROCESS AND DISCIPLINARY APPEALS

16.1 Applicability

This Rule applies to the formal discipline of a regular classified employee who has a protected property interest in continued employment. The applicable MOU governs conflicting procedures, timelines, hearing officer selection, cost allocation, and finality. At-will, contingent, and probationary

employees are not entitled to these procedures unless required by law or a controlling written agreement.

16.2 Notice of Proposed Action

Before formal discipline becomes effective, CONFIRE shall provide written notice of the proposed action, the proposed effective date, the causes and factual allegations, and the substance of the materials relied upon. The notice shall identify the employee's opportunity to respond orally, in writing, or both to the Executive Director or designated Skelly officer before a final decision.

The employee shall be provided a reasonable response period under the circumstances and the applicable MOU. CONFIRE may redact or withhold information only as permitted by law while providing sufficient information for a meaningful response.

16.3 Skelly Response

The Skelly response is an opportunity to identify factual error, provide explanation or mitigation, challenge the proposed level of discipline, and submit relevant information. It is not an evidentiary hearing. The employee may be represented as provided by the applicable MOU or law.

The Executive Director may serve as the Skelly officer or may designate a manager, Human Resources professional, legal counsel, or other qualified person who has not served as the primary investigator or charging official. The Skelly officer shall consider the response and make or recommend the pre-disciplinary decision within delegated authority.

16.4 Emergency or Immediate Action

When immediate action is reasonably necessary to protect public safety, employees, property, evidence, systems, confidential information, or continuity of operations, CONFIRE may take interim action before the completion of the ordinary pre-disciplinary process, to the extent permitted by law and the applicable MOU. CONFIRE shall provide notice and an opportunity to respond as soon as practicable.

16.5 Final Order

After considering the response, the Executive Director may withdraw, modify, or impose the proposed discipline. A final order shall be in writing and state the action, effective date, causes, supporting factual findings or incorporated charges, and applicable appeal method and deadline. Service shall be made by a method reasonably calculated to provide actual notice.

16.6 Appeal Eligibility

A regular classified employee may appeal a dismissal, disciplinary demotion, suspension, or reduction in salary step as provided by the applicable MOU. Counseling, performance coaching, written reprimands, nondisciplinary administrative leave, probationary release, at-will separation, reassignment, or other actions are not appealable as formal discipline unless a controlling MOU, employment contract or law expressly provides otherwise.

16.7 Independent Hearing Officer

Appeals pursuant to this Rule shall be heard by an independent hearing officer, who shall conduct an evidentiary hearing unless a controlling MOU provides otherwise. For represented employees, the applicable MOU governs selection, authority, costs, and binding effect of the hearing officer's decision.

If no controlling MOU establishes a selection process, the Executive Director shall appoint an independent hearing officer through a neutral selection process, which may include use of a list supplied by a recognized mediation or arbitration service. The employee shall be provided a reasonable opportunity to object to the proposed hearing officer based on an actual conflict of interest, demonstrated bias, or other legally sufficient cause. Unless a controlling MOU provides that the decision is binding, the hearing officer shall issue written findings and a recommended decision to the Executive Director. The Executive Director shall issue the final administrative decision after reviewing the record and recommendation. The final decision shall identify the basis for any material departure from the recommendation.

16.8 Default Hearing Procedures

When the applicable MOU does not provide complete procedures, the following defaults apply:

- The employee shall file a written appeal within ten working days after service of the final order.
- The appeal shall identify the action challenged, disputed charges, requested remedy, and representative.
- The parties shall exchange witness lists and relevant exhibits before the hearing under a schedule set by the hearing officer.
- CONFIRE bears the burden of proving cause by a preponderance of the evidence.
- The hearing officer may administer oaths, rule on evidence, regulate the hearing, exclude cumulative or irrelevant evidence, and issue procedural orders.
- Each party may present evidence, call and cross-examine witnesses, make objections, and submit arguments.
- The technical rules of evidence do not apply, but the hearing shall be fundamentally fair, and the decision shall be based on reliable evidence in the record.
- When preservation of the hearing record is requested or required, CONFIRE shall arrange for and bear the reasonable cost of preserving the official hearing record through a certified reporter or other reliable recording method.
- A party requesting preparation of a certified transcript or additional copy of the record shall bear that cost unless otherwise required by law, an applicable memorandum of understanding, or written agreement of the parties.
- If a party requests a certified reporter when CONFIRE has arranged another reliable recording method, the requesting party shall bear the additional cost unless the parties otherwise agree in writing.
- The hearing officer may sustain, reduce, or recommend rescission of discipline and may recommend reinstatement, back pay, or other make-whole relief within lawful authority. The hearing officer may not add to or amend these Rules, an MOU, or Board policy.

16.9 Mediation and Settlement

The parties may agree to mediation or settlement at any stage. A mediator shall not serve as the hearing officer in the same matter unless all parties knowingly agree in writing. Settlement authority remains with the Executive Director and any other authority required by law, Board policy, or the MOU.

16.10 Finality and Judicial Review

A binding hearing officer decision under an MOU is final within the CONFIRE administrative process, subject to any Board approval expressly required by the MOU.. When the hearing officer issues a recommendation, the Executive Director's written decision is the final administrative decision. Nothing in these Rules expands or limits judicial review established by law.

RULE 17

PERSONNEL, MEDICAL, RECRUITMENT, AND TRAINING RECORDS

17.1 Official Records Authority

Human Resources is the custodian of official personnel records and shall designate the official file systems and authorized custodians. Departmental working files shall contain only information necessary for current supervision and shall be transferred, retained, or destroyed in accordance with approved procedures and the records retention schedule.

17.2 Personnel Record Contents

Personnel records may include appointment and status records, compensation authorizations, performance evaluations, disciplinary and corrective documents, employee responses, training and certification records, leave and benefit authorizations that are not medical records, and other records relating to employment performance or history. Records shall be accurate, relevant, and maintained only as long as required or authorized.

17.3 Separate Confidential Records

Medical, psychological, genetic, accommodation, workers' compensation medical, fitness-for-duty, and other protected health information shall be maintained separately from the general personnel file with access limited to authorized persons. Investigation, background, examination, reference, labor relations, legal, and security records may also be maintained separately as required by law, privilege, confidentiality, or operational need.

17.4 Employee Access and Copies

Current and former employees, or their authorized representatives, may inspect and receive copies of personnel records relating to performance, education or training, or grievances as required by law, and the applicable MOU. Human Resources shall provide access at reasonable times and within the statutory period, subject to lawful verification, redaction, exclusions, location requirements, and copying costs.

Where a valid collective bargaining agreement lawfully establishes a different procedure, the agreement controls to the extent permitted by law. CONFIRE may provide broader access than the statutory minimum.

17.5 Employee Response and Accuracy Request

An employee may submit a written response to an evaluation, a disciplinary action, a counseling document, or other adverse material for placement in the record. The employee's response shall be maintained with, electronically linked to, or otherwise associated with the underlying document for as long as the underlying document is retained. When the underlying document is reviewed or relied upon in connection with a personnel decision, the employee's response shall be made available and considered with the underlying document.

An employee may also request correction of an objectively inaccurate factual entry. Human Resources may correct the error, attach the employee response, or deny the request with an explanation. A disagreement with management judgment does not require removal of the underlying record.

17.6 Confidentiality and Access

Personnel information shall be disclosed only to the employee or authorized representative; CONFIRE officials and service providers with a legitimate need to know; employee organizations entitled to relevant and necessary information under law; government agencies, courts, or others with lawful authority; or as otherwise permitted or required by law. Persons receiving access shall protect confidentiality and use the information only for the authorized purpose.

17.7 Recruitment and Examination Records

Applications, rating materials, assessor notes, examination questions, references, background records, and candidate information shall be maintained and disclosed under applicable law and procedure. Confidential examination content, letters of reference, preemployment records, identifiable assessor materials, and records exempted by law may be withheld or redacted.

17.8 Training Records

Training records shall identify the employee, provider, date and duration, core competencies or skills, and resulting certification or qualification when required by law. Departments shall promptly provide official training completion information to the designated record system.

17.9 Retention and Holds

Personnel records shall be retained for at least the period required by law and the approved records retention schedule. Longer retention applies when required by a retirement system, grant, workers' compensation law, litigation hold, audit, investigation, claim, subpoena, public records request, or other legal obligation.

Retention of a corrective or disciplinary record for legal, administrative, or records-retention purposes does not, by itself, determine whether or to what extent the record may be relied upon in a future personnel action. Permissible use, removal, or consideration of such records shall be governed by the applicable memorandum of understanding, law, and other controlling source.

17.10 Public Records and Privacy

CONFIRE shall evaluate requests for personnel information under the California Public Records Act and other applicable law, balancing public disclosure obligations, employee privacy, confidentiality, privilege, safety, and statutory exemptions.

RULE 18 MANAGEMENT RIGHTS

Except as expressly limited by law, the Joint Powers Agreement, Board policy, an applicable MOU, a compensation plan, or a written employment agreement, CONFIRE retains the exclusive right to manage its operations and workforce, including the right to:

- Determine mission, organization, services, levels of service, staffing, facilities, technology, methods, means, and work to be performed.
- Create, modify, combine, transfer, contract, discontinue, or reorganize functions and programs, subject to Board authority and labor obligations.
- Establish qualifications, recruit, select, hire, assign, schedule, direct, evaluate, train, promote, transfer, reassign, demote, lay off, discipline, and separate employees.

- Establish and enforce performance, conduct, security, safety, attendance, operational, and professional standards.
- Determine the number, location, assignment, and composition of the workforce and require overtime, emergency work, disaster service, standby, callback, or other assignments as lawfully authorized.
- Take necessary action in an emergency and maintain orderly, effective, efficient, secure, and continuous operations.

Exercise of a management right remains subject to any legally required notice, meet-and-confer obligation, due process, or Board action.

18.1 No Duplicate Remedies

An employee or employee organization may not obtain duplicate administrative review or inconsistent remedies for the same issue when a controlling MOU, statute, policy, or these Rules establishes an exclusive process. Human Resources may stay or close a duplicative internal matter while an external or controlling process is pending.

RULE 19

RULE ADMINISTRATION, AMENDMENT, TRANSITION, SEVERABILITY, AND EFFECTIVE DATE

19.1 Administration and Interpretation

The Executive Director is responsible for the administration and executive interpretation of these Rules. Human Resources shall issue administrative guidance and maintain official interpretations. An interpretation shall be consistent with law, the Joint Powers Agreement, Board and Administrative Committee policy authority, MOUs, and compensation plans and may not create a benefit or status reserved to the Board.

19.2 Amendment

Only the Board may adopt, amend, suspend, or repeal these Rules. Proposed amendments may be initiated by the Board, Administrative Committee, Executive Director, or Human Resources and shall undergo legal review and any required labor notice and meet-and-confer process before Board action.

19.3 Administrative Procedures

The Executive Director may approve procedures, forms, manuals, and workflows necessary to implement these Rules. Procedures shall be maintained separately, may be revised without amending the Rules when consistent with the controlling authority, and shall not create independent employment rights.

19.4 Temporary Administrative Direction

When immediate guidance is necessary due to a legal change, emergency, operational need, ambiguity, or a gap, the Executive Director may issue a temporary written administrative direction consistent with higher authority. A direction affecting a matter reserved to the Board shall be presented to the Board for review at the next practical opportunity. Labor obligations remain applicable.

19.5 Supersession

On the effective date, these Rules supersede the 1987 Personnel Rules for Board-Governed Special Districts solely as applied to CONFIRE. They do not amend or repeal the separate Joint Powers Agreement, Board Policy Manual, Administrative Committee Policy Manual, MOUs, compensation plans, enterprise policies, or procedures except through an authorized conforming action.

A reference in an existing CONFIRE document to the 1987 rules, a County personnel office, County appointing authority, or a civil service commission shall not transfer employer authority away from CONFIRE. Pending conforming amendment, the reference shall be interpreted to preserve the substantive right or administrative function, if any, without importing an obsolete County office or procedure, subject to legal and labor review.

19.6 Transition of Employees and Positions

Adoption of these Rules does not by itself change an employee's classification, salary, bargaining unit, leave balance, retirement participation, regular status, at-will status, probation credit, or appointment. Existing status shall continue under the controlling MOU, compensation plan, appointment record, and law unless changed by authorized action.

An employee serving probation on the effective date shall receive credit for qualifying service already completed and shall remain subject to the probation period in the controlling MOU or appointment. Existing candidate lists may be treated as qualified candidate pools for their remaining approved duration. Existing delegations remain effective only to the extent consistent with these Rules and shall be reissued when necessary.

19.7 Pending Matters

A disciplinary action, layoff, or other personnel matter pending on the effective date shall continue under the process in effect when initiated, when necessary to preserve negotiated or legal rights, unless all authorized parties agree to apply these Rules or counsel determines that current law requires a different process.

19.8 No Retroactive Creation or Elimination of Rights

These Rules shall not be construed to retroactively create a property interest, appeal, remedy, benefit, status, or limitation on at-will employment, or to eliminate a vested, negotiated, or statutory right. Transition questions shall be resolved by the Executive Director, in consultation with Human Resources and legal counsel, subject to the Board and labor authority.

19.9 Severability

If a provision of these Rules is held invalid or unenforceable, the remaining provisions shall remain effective to the fullest extent possible. The invalid provision shall be interpreted or revised to conform to controlling law and the Board's intent.

19.10 Effective Date

These Rules become effective on the date stated in the Board's adopting resolution after completion of required labor obligations and conforming actions. Human Resources shall publish the adopted Rules, maintain revision history, and provide employees reasonable electronic access.

APPENDIX A | STATUS AND APPLICABILITY FRAMEWORK

This appendix summarizes the drafting framework and is intended to remain consistent with the controlling MOU, compensation plan, appointment record, and Board action. It does not replace those sources.

Employee Group	Service	Status	Regular Status	Primary Controlling Source
Exempt Compensation Plan classifications, including PIO	Unclassified	At-will	No	Exempt Compensation Plan; Personnel Rules for nonconflicting baseline matters
Other non-represented classifications designated by the Board as at-will	Unclassified	At-will	No	Board action/appointment record; Personnel Rules
Non-represented classifications designated by the Board as eligible for regular status, if established	Classified	Probationary, then regular	Yes, after probation	Board action/appointment record; Personnel Rules
Miscellaneous, Supervisors, and Management Unit classifications	Classified regular positions	Probationary, then regular status as provided by MOU	Yes, after MOU probation	Current Teamsters MOU; Personnel Rules for nonconflicting matters
Emergency Services Unit classifications	Classified regular positions and MOU-defined trainee status	As specified by MOU	As specified by MOU	Current ESU MOU; Personnel Rules for nonconflicting matters
PSE and other contingent appointments	Unclassified/contingent	At-will	No	Appointment notice; applicable plan/policy; Personnel Rules

APPENDIX B | SOURCE AND AUTHORITY NOTES

Third Amended and Restated Joint Powers Agreement, effective March 23, 2021. Establishes CONFIRE as a separate entity, authorizes employment and pay schedules, and divides governance between the Board and Administrative Committee.

Policies of the Board of Directors of CONFIRE. Provide separate Board policy authority and existing hierarchy provisions. BP 7.001 and BP 7.002 require conforming modernization.

Policies of the Administrative Committee of CONFIRE. Provide separate delegated operational authority, Executive Director authority, classification, nondiscrimination, political activity, and personnel-record provisions. Personnel policies require conforming modernization.

2024-2027 Teamsters MOU for Miscellaneous, Supervisors, and Management Units. Controls represented classifications within its scope, including classification appeals, management and employee rights, grievances, layoff, probation, promotions, discipline, hearing officers, and personnel records.

2025-2028 Teamsters Emergency Services Unit MOU. Controls ESU classifications within its scope, including personnel records, employee and management rights, grievances, class-specific probation, trainee appointments, promotions, and reemployment.

CONFIRE Exempt Compensation Plan, July 2026. Controls compensation, benefits, and specified employment provisions for exempt at-will classifications and remains separate from these Rules.

1987 Personnel Rules for Board-Governed Special Districts. Used only as a historical subject inventory and source for baseline layoff, discipline, grievance, classification, recruitment, appointment, probation, and performance concepts. County offices and procedures are not retained.

San Bernardino County Personnel Rules, revised December 4, 2018. Used as a modernization reference only. County Civil Service Commission, certification machinery, and County authority are not adopted.

California Government Code sections 3500-3511. Meyers-Milias-Brown Act governing local public employer-employee relations and meet-and-confer obligations.

California Government Code section 3100. Declares public employees to be disaster service workers.

California Labor Code section 1198.5. Establishes minimum personnel-record inspection, copying, training-record, timing, location, retention, and remedy requirements, subject to statutory exceptions.

Skelly v. State Personnel Board (1975) 15 Cal.3d 194. Establishes pre-disciplinary due-process requirements for a public employee with a protected property interest in continued employment.

BOARD ADOPTION RECORD

The following fields are reserved for the final adoption package and are not operative in this draft.

Board Resolution	
Date Adopted	
Effective Date	
Administrative Committee Recommendation	
Labor Process Completed	
Legal Approval	