AGREEMENT

between

STATE OF CALIFORNIA

and

CDF Firefighters

covering

BARGAINING UNIT 8
FIREFIGHTER

Effective

July 1, 2010 through **July 1, 2013**

CDF FIREFIGHTERS
BARGAINING UNIT 8
FIREFIGHTER

PREAMBLE 9

ARTICLE 1 – RECOGNITION 9

Section 1.1 Recognition 9

ARTICLE 2 – REPRESENTATION RIGHTS 9

Section 2.1 Grievance Representatives 9

Section 2.2 Access 10

Section 2.3 Distribution of Literature 10

Section 2.4 Use of State Facilities 10

Section 2.5 Bulletin Boards 11

Section 2.6 Use of State Phones 11

Section 2.7 Release Time Bank 11

Section 2.8 Full Time Release Time 12

Section 2.9 Union Leaves 12

ARTICLE 3 – CDF FIREFIGHTERS ORGANIZATIONAL SECURITY 13

Section 3.1 Payroll Dues Deduction 13

Section 3.2 Fair Share 14

Section 3.3 Organization Activity 15

ARTICLE 4 - EMPLOYER RIGHTS 16

Section 4.1 Employer Rights 16

ARTICLE 5 – GENERAL PROVISIONS 16

Section 5.1 No-Strike 16

Section 5.2 Incident Accommodations 17

Section 5.3 Distribution of Pay Warrants 17

Section 5.4 Pay Warrants and Direct Deposit 17

Section 5.5 Accounts Receivable 18

Section 5.6 CCC Personnel 18

Section 5.7 Graduate Trainee Program 18

Section 5.8 Layoffs and Subcontracting 18

Section 5.9 Nepotism 19

Section 5.10 Badges and Personal Identification 19

Section 5.11 Mobile Equipment 19

Section 5.12 State-Owned Housing Rentals 20
Section 5.13 Exempting DPA From Public Contract Code 20
Section 5.14 Administrative Procedures Act 21
Section 5.15 Employee Notification Regarding Disciplinary Investigations 22
Section 5.16 Group Legal Services Legal Plan 22
ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE 22
Section 6.1 Purpose 22
Section 6.2 Definitions 23
Section 6.3 Time Limits 23
Section 6.4 Waiver of Steps 23
Section 6.5 Presentation 23
Section 6.6 Employee Rights 23
Section 6.7 Application 23
Section 6.8 Informal Discussion 24
Section 6.9 Formal Grievance - Step 1 24
Section 6.10 Formal Grievance - Step 2 24
Section 6.11 Formal Grievance - Step 3 25
Section 6.12 Formal Grievance - Step 4 25
Section 6.13 Response 25
Section 6.14 Formal Grievance – Step 5 – Arbitration 25
Section 6.15 Immediate Arbitration 26
Section 6.16 Arbitration Decision 26
Section 6.17 Limits of Arbitrator's Authority 26
Section 6.18 Witnesses 26
Section 6.19 Immediate Dispute Resolution 27
ARTICLE 7 – COMPLAINT/PROCEDURE AND OUT-OF-CLASS CLAIMS PROCESS 27
Section 7.1 Complaint Procedure 27
Section 7.2 Out-of-Class Claims Process 28
ARTICLE 8 – HOURS OF WORK AND OVERTIME 28
Section 8.1 Firefighter I 28
Section 8.2 Fire Protection Employees 29
Section 8.3 Fire Protection Employees Not Covered by Section 8.2 31
Section 8.4 Speciality Classes 32
Section 8.5 Intentionally Deleted 33

Section 8.6 Duty Days ... 33
Section 8.7 Changes Between Duty Week Patterns or Shifts ... 34
Section 8.8 Hours of Work and Work Hour Changes ... 34
Section 8.9 Alternate Shift Pattern Agreements ... 35
Section 8.10 Out-of-Class Duty Weeks ... 35
Section 8.11 Schedule A Duty Weeks ... 35
Section 8.12 Training and Development Assignments ... 35
Section 8.13 Travel to Work ... 35
Section 8.14 Immediate Response Status (IRS) ... 36
Section 8.15 Performance of Work ... 37
Section 8.16 Trading Time ... 37
Section 8.17 Early Relief ... 37
Section 8.18 Accrued Leave ... 37
Section 8.19 Call Back ... 38
Section 8.20 Recording of Overtime ... 38
Section 8.21 FLSA Exempt Duty Week ... 38
Section 8.22 ECC Sleep Time ... 38
Section 8.23 Rotation of Overtime ... 38
ARTICLE 9 – VOLUNTARY TRANSFER AND REASSIGNMENTS ... 38
Section 9.1 Voluntary Intra-Unit Reassignments ... 38
Section 9.2 Voluntary In-Class Transfer Policy (Inter-Unit) ... 39
ARTICLE 10 – LEAVES ... 41
Section 10.1 Holiday Policy ... 41
Section 10.2 Vacation Policy/Annual Leave Use Policy ... 42
Section 10.3 Vacation/Annual Leave Program ... 43
Section 10.4 Sick Leave ... 47
Section 10.5 Family Sick Leave ... 48
Section 10.6 Bereavement Leave ... 49
Section 10.7 Catastrophic Time Donations ... 49
Section 10.8 Enhanced Industrial Disability Leave (EIDL) ... 50
Section 10.9 Non-Industrial Disability Leave ... 51
Section 10.10 Jury Duty ... 54
Section 10.11 Subpoenaed Witnesses ... 54
Section 10.12 Parental Leave ... 54

Section 10.13 Unpaid Leave of Absence 55
Section 10.14 Unpaid Leave Benefits 55
Section 10.15 Loss of Benefits 55
Section 10.16 Accumulation and Maintenance of CTO Credit 55
Section 10.17 Personal Leave Program 55
Section 10.18 Military Leave 56
Section 10.19 Paid Time Off, Precinct Election Board 56
ARTICLE 11 – HEALTH AND WELFARE 57
Section 11.1 Consolidated Benefits (CoBen) Program 57
Section 11.2 Rural Health Care Equity Program 63
Section 11.3 Employee Assistance Program 63
Section 11.4 Staff Assistance 64
Section 11.5 Limited Duty Assignments 64
Section 11.6 Reasonable Accommodation 65
Section 11.7 Aircraft Insurance 65
Section 11.8 Membership on Accident Investigation Teams 65
Section 11.9 Exercising on State Time 66
Section 11.10 Physical Standards Reopener 66
Section 11.11 Personal Exposure Records 66
Section 11.12 Safety/Protective Clothing 67
Section 11.13 AIDS Training 67
Section 11.14 Showers and Restrooms 67
Section 11.15 Flexible Benefit Program 67
Section 11.16 Job-Required Medical Examinations 68
Section 11.17 Survivors' Assistance 68
Section 11.18 Survivors' Scholarship Benefits 69
Section 11.19 Substance Abuse Testing 69
Section 11.20 Pre-Tax of Health/Dental Premiums Costs 70
Section 11.21 Industrial Disability Leave 70
Section 11.22 Work and Family Programs 71
Section 11.23 DOT Requirements 72
Section 11.24 Hearing Protection 72
Section 11.25 Exhaust Removal Systems 72
ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS 72

Section 12.1 Allowances and Reimbursements 72
Section 12.2 Meals: Non-Travel Status 78
Section 12.3 Uniforms 78
Section 12.4 Emergency Medical Technician Training 79
Section 12.5 Training and Education 80
Section 12.6 Long-Term Training 81
Section 12.7 Pest Control Licensing and Certification Costs 81
Section 12.8 Forestry Licensing 81
Section 12.9 Transportation Incentives and Parking Rates 81
ARTICLE 13 – RETIREMENT 82
Section 13.1 Retirement Formula for Peace Officers/Firefighter 82
Section 13.2 1959 Survivor's Benefits - Fifth Level 83
Section 13.3 Joint Proposal For A Defined Contribution Plan For Unit 8 POFF Members Of PERS 84
Section 13.4 Intentionally Deleted 86
Section 13.5 Service Retirement Limitation Increase To 90 % 86
Section 13.6 Modified First Tier Plan 86
Section 13.7 First Tier Eligibility for Employees in Second Tier 87
Section 13.8 First Tier Retirement Formula (2% @ 55) 87
Section 13.9 Modified First Tier Members Merged Into First Tier 89
Section 13.10 Deferred Retirement Option Plan (DROP) 89
Section 13.11 Employer-Paid Retirement Contributions 89
Section 13.12 CalPERS Legislation 91
ARTICLE 14 – COMMITTEES 91
Section 14.1 Membership on Committees 91
Section 14.2 Critical Incident Stress Debriefing 92
Section 14.3 Union-Management Committee on State Payroll System 92
Section 14.4 Consolidation of Firefighter I and II Classifications 92
ARTICLE 15 – CAREER DEVELOPMENT AND SPB ISSUES 92
Section 15.1 Release Time for State Civil Service Examination 92
Section 15.2 Release Time for Non-Disciplinary State Personnel Board Hearings 93
Section 15.3 Classification & Other Merit Related Proposals 93
Section 15.4 Transfers to Fire Captain, FAE or FF II 93
ARTICLE 16 – AGREEMENT AND TERM 94

Section 16.1 Entire Agreement 94
Section 16.2 Savings Clause 95
Section 16.3 Hold Harmless 95
Section 16.4 Duration 96
Section 16.5 Negotiations Groundrules 96
Section 16.6 New Classifications 96
ARTICLE 17 – SALARIES 97
Section 17.1 Performance Appraisal and Performance Salary Adjustments 97
Section 17.2 Wages 99
Section 17.3 Firefighter I Wages 99
Section 17.4 Alternate Range 40 100
Section 17.5 Out-of-Class Pay 100
Section 17.6 Fire Captain - Salary Upon Promotion or Transfer 101
Section 17.7 Fire Captain Out-of-Range Assignments 101
Section 17.8 Bilingual Pay Differential 102
Section 17.9 Hazmat Recruitment and Retention Incentive 102
Section 17.10 Longevity Pay Differential 102
Section 17.11 Educational Incentive Pay 102
Section 17.12 Paramedic Recruitment and Retention Differential 103
Section 17.13 HFEO Passenger Endorsement Pay 104
ARTICLE 18 – APPRENTICESHIP AND TRAINING 104
Section 18.1 Apprenticeship Program and Training 104
ARTICLE 19 - DISCIPLINE 105
Section 19.1 Introduction 105
Section 19.2 General Provisions 106
Section 19.3 Informal (Skelly) Grievance Meeting 108
Section 19.4 Electing Remedy and Filing Grievance 108
Section 19.5 Grievance, Settlement, Arbitration and SPB Review Procedure 109
Section 19.5.2 Step 2 - Arbitration 111
Section 19.6 Settlements 112
Section 19.7 Hearings 112
ARTICLE 20 - CONTRACT PROTECTION 114
Section 20.1 Contract Protection 114
Section 20.2 Continuous Appropriation 114

APPENDIX A – SUBSTANCE ABUSE TESTING 114
Section 1 Authority And Purpose 114
Section 2 DPA Consortium 115
Section 3 Types Of Testing 115
Section 4 Testing Process 117
Section 5 Employee Rights And Representation 119
Section 6 Records And Reports 119
Section 7 Employee Conformance With Federal Requirements 120
Section 8 Temporary Loss Of A Commercial Drivers License 120
Section 9 Grievance And Arbitration 120
APPENDIX B - DISCIPLINE GRIEVANCE ACKNOWLEDGEMENT AND WAIVER..... 121
APPENDIX C - SAMPLE SETTLEMENT AND RELEASE..... 123
APPENDIX D - SIDELETTERS 126
SIGNATURE PAGE 146

PREAMBLE

This agreement, hereinafter referred to as the Agreement, entered into by the State of California, hereinafter referred to as the State or the employer, pursuant to Section 3512 of the Government Code, and the CDF Firefighters, Local 2881, IAFF, hereinafter referred to as CDF Firefighters or Union, has as its purpose the promotion of harmonious labor relations between the State and the CDF Firefighters: establishment of an equitable and peaceful procedure for the resolution of differences; and, the establishment of rates of pay, hours of work, and other conditions of employment.

The term “Agreement” as used herein means the written agreement provided under Section 3517.5 of the Government Code. The term “State” refers to the employer and all of its agencies or departments. The California Department of Forestry and Fire Protection or “CDF” refers to that subdivision of the State. The State Lands Commission or the “Commission” refers to another subdivision of the State. The California State Department of Parks and Recreation or “Parks & Rec” refers to another subdivision of the State. The term “department” refers to those subdivisions of the State which employ members of Bargaining Unit 8.

ARTICLE 1 – RECOGNITION

Section 1.1 Recognition

1.1.1 Pursuant to Public Employment Relations Board decision No. 198, and subsequent decisions, the State recognizes CDF FIREFIGHTERS as the exclusive negotiating agent for all employees in the Firefighter Unit.

1.1.2 Pursuant to Government Code Section 3517 CDF FIREFIGHTERS recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

ARTICLE 2 – REPRESENTATION RIGHTS

Section 2.1 Grievance Representatives

2.1.1 The State recognizes and agrees to deal with designated grievance representatives of CDF FIREFIGHTERS on all matters relating to grievances.

2.1.2 A written list of CDF FIREFIGHTERS grievance representatives serving each existing CDF FIREFIGHTERS Chapter, each Region, and the State level shall be furnished to the State immediately after their designation. CDF FIREFIGHTERS shall notify the Labor Relations Officer promptly of any changes of such grievance representatives (or their alternates as described below).

Each CDF FIREFIGHTERS CHAPTER shall be allowed up to two grievance representatives; additionally, chapters will be allowed an additional representative for each 200 employees over 200 (a third is eligible in 201 in a chapter). Furthermore, alternates may be named to act in the absence of each such representative. Similarly, alternates may be named for the representatives at the Region level and at the State level. There shall be no more than two grievance representatives per each Region, and for the State level.

2.1.3 Upon request of an aggrieved employee, or upon filing of a grievance by CDF FIREFIGHTERS itself, a CDF FIREFIGHTERS grievance representative may investigate the grievance, provided it is in his/her existing Chapter, except in the case of State level representatives who operate statewide or in the case of Region level representatives who operate region wide, and may assist in the grievance presentation. He/she shall be allowed reasonable time for the purpose of representing employees in Unit 8 during working hours without loss of compensation, subject to prior notification and approval by his/her immediate supervisor, which shall reasonably be granted. No more than one grievance representative will be released without loss of compensation at the Chapter or Region level.

Section 2.2 Access

2.2.1 CDF FIREFIGHTERS representatives may visit the work site for purposes related to the implementation of this Agreement or for lawful CDF FIREFIGHTERS business. Access shall not unreasonably be withheld and shall not interfere with the work of the employees. CDF FIREFIGHTERS representatives must provide reasonable notice in advance of the visit to the unit manager, department head or designee.

2.2.2 The department head, unit manager or designee may reasonably restrict access to certain work sites or areas for reasons of safety, privacy, public order or other business related reasons.

Section 2.3 Distribution of Literature

CDF FIREFIGHTERS representatives may, during non-working hours or during the meal break, distribute employee organization literature in accordance with department access policy. CDF FIREFIGHTERS agrees that nothing of a libelous, racist, sexist, obscene, or partisan political nature shall be so distributed.

Section 2.4 Use of State Facilities

The State will continue to permit use of facilities for CDF FIREFIGHTERS meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official and such requests shall reasonably be granted. When required, CDF FIREFIGHTERS shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities, incurred as a result of CDF FIREFIGHTERS' use of such State facilities.

Section 2.5 Bulletin Boards

2.5.1 CDF FIREFIGHTERS may have access to employee organization bulletin boards at all work facilities to post materials related to CDF FIREFIGHTERS activities. Any materials posted must be dated and initialed by the CDF FIREFIGHTERS representative responsible for the posting and a copy of all materials posted must be distributed to the unit manager or his/her designee at the time of posting.

2.5.2 Where bulletin boards exist (including electronic), the Department shall provide reasonable bulletin board space for the exclusive use of CDF FIREFIGHTERS. However, at its option and expense CDF FIREFIGHTERS may provide and install at one or more facilities a bulletin board (with optional cover and lock) not to exceed 36" x 48" in size and to be placed in a reasonable location accessible to all employees. There shall be a board on each floor in the Sacramento facility. Access to the CDF Firefighters Web Page shall be allowed from State Computers in the same way it exists as of May 1, 2001.

2.5.3 CDF FIREFIGHTERS agrees that nothing of a libelous, racist, sexist, obscene, or partisan political nature shall be posted on employee organization bulletin boards or bulletin board space.

Section 2.6 Use of State Phones

CDF FIREFIGHTERS stewards and officers shall be permitted reasonable use of department phones to make calls for CDF FIREFIGHTERS representation purposes provided, however, that such use of the phones does not result in additional charges to the State or interfere with their work or the operations of the State. When a Unit 8 steward or officer is called by a management representative while on duty, the steward or officer may return the call without charge. A CDF FIREFIGHTERS steward or officer may return a call to a management representative even though the call may result in a cost to the state.

Section 2.7 Release Time Bank

2.7.1 Unit 8 employees shall also be permitted to contribute to the CDF FIREFIGHTERS Release Time bank for use by CDF FIREFIGHTERS representatives in conducting business with the State. There shall be no limit on the amount of time donated. The time donated may be from: CTO, vacation and/or holiday hour credits. Twenty employees designated by CDF FIREFIGHTERS may regularly draw upon the bank for meeting and conferring, handling grievances, representing members, and other legitimate Association business that does not conflict with the goals and operation of the CDF. Four designated representatives may authorize the other employees to draw from this bank to carry on bona fide Association business upon reasonable (normally 72 hours) advance notice to CDF management. CDF management shall reasonably grant requested release time based upon the operational needs of the Department.

2.7.2 All hours shall be treated equal for purposes of this Section. Hours shall be recorded and used at the 40-hour clock. CDF FIREFIGHTERS shall provide verification, upon request, that any employee withdrawing from the bank was indeed on bona fide Association business.

2.7.3 Employees will voluntarily execute such necessary forms as provided by CDF FIREFIGHTERS and utilize a code number on their attendance report form, to be established by the Department, to authorize transfer of existing hours credit to or withdrawal from the Bank. The form provided by CDF FIREFIGHTERS shall include a box to indicate what amount of time is to be transferred. The Department shall keep records of donations by employees for examination and verification upon request by CDF FIREFIGHTERS. Such verification shall be provided no more than quarterly. The hours each employee contributes shall be transferred into the Bank, with a quarterly total of the hours available in the Bank to be provided CDF FIREFIGHTERS upon request.

2.7.4 Hours shall be donated in full-day increments and withdrawn in half-day increments.

Section 2.8 Full Time Release Time

2.8.1 The State shall allow up to two full years of release time per year for the President of CDF Firefighters (or his/her designee) and one other designee to conduct legitimate Union business. Such full time release time shall result in no loss of compensation (salary or benefits).

2.8.2 Once each year, on or about November 30th, the employer shall buy down the leave credits of the President and the other designee (usually the Rank and File Representative) to either the (a) the normal carry-over maximum or (b) the amount the person brought with him/her into office, whichever is higher.

Section 2.9 Union Leaves

CDF FIREFIGHTERS shall have the choice of requesting an unpaid leave of absence or a union paid leave for a CDF FIREFIGHTERS bargaining unit official or steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this agreement. A union paid leave may be granted at the discretion of the affected department head or designee in accordance with the following:

2.9.1 The department head or designee receives a written request, signed by the employee and the authorized CDF FIREFIGHTERS representative, one (1) month prior to the planned effective date of the leave.

2.9.2 A union paid leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.

2.9.3 CDF FIREFIGHTERS agrees to reimburse the department for actual expenses related to the employee's salary and benefits for the whole time the employee is off on a union paid leave.

2.9.4 The affected employee shall have no right to return from a union paid leave earlier than the agreed upon date without the approval of the department head or designee.

2.9.5 Except in emergencies or layoff situations, a union paid leave shall not be terminated by the department head or designee prior to the expiration date.

2.9.6 Employees on a union paid leave shall suffer no loss of compensation or benefits.

2.9.7 Whether or not time for a union paid leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.

2.9.8 Employees on union paid leave and CDF FIREFIGHTERS shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.

2.9.9 In the event an employee on a union paid leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union paid leave, CDF FIREFIGHTERS agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

ARTICLE 3 – CDF FIREFIGHTERS ORGANIZATIONAL SECURITY

Section 3.1 Payroll Dues Deduction

3.1.1 It is the intent of this Section to provide for payroll deductions of CDF FIREFIGHTERS members in Unit 8, relative to dues, assessments, and insurance programs. CDF FIREFIGHTERS dues, regular and general assessments, and other membership benefit deductions properly and lawfully authorized will be deducted by the State from the salary of each employee in an amount specified by the CDF FIREFIGHTERS and in accordance with State Controller's Office administrative policies and procedures and transmitted to CDF FIREFIGHTERS. Amounts deducted shall be set by CDF FIREFIGHTERS and changed by the State upon written request of CDF FIREFIGHTERS. The CDF FIREFIGHTERS agrees to pay charges for service in accordance with State Controller's Office administrative procedures. The State agrees to provide prior notification of State Controller's Office service rate changes to the CDF FIREFIGHTERS.

3.1.2 The written authorization for CDF FIREFIGHTERS dues deductions shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from CDF FIREFIGHTERS by sending a signed withdrawal letter to CDF FIREFIGHTERS within 30 calendar days prior to the expiration of this Agreement.

3.1.3 The CDF FIREFIGHTERS hereby agrees in consideration of forbearance by the State Controller, at the request of the CDF FIREFIGHTERS of the Controller's right to require a waiver from State employees of any liability for inadvertence or error, as a condition of making payroll deductions for payment to the CDF FIREFIGHTERS pursuant to the Government Code Section 1156(d), and of benefits accruing to the CDF FIREFIGHTERS as a result of such forbearance, the CDF FIREFIGHTERS hereby agrees to save the State of California, the State Controller and his/her employees harmless from liability for any errors in withholding or transmitting payroll deduction moneys for the CDF FIREFIGHTERS except for liability to the CDF FIREFIGHTERS for moneys actually withheld, but not transmitted.

Section 3.2 Fair Share

3.2.1 Effective June 1, 1992, the State Employer agrees to deduct and transmit to CDF FIREFIGHTERS all deductions authorized on a form provided by CDF FIREFIGHTERS and, pursuant to Government Code Section 3513.7, to deduct and transmit to CDF FIREFIGHTERS all Fair Share fees from State employees in Unit 8 who do not elect to become members of CDF FIREFIGHTERS. Such authorized dues deductions and Fair Share fees shall be remitted monthly to CDF FIREFIGHTERS along with an adequate itemized record of deductions. CDF FIREFIGHTERS shall pay any reasonable costs incurred by the State Controller. The State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for improper use or calculation of Fair Share fees and CDF FIREFIGHTERS agrees to hold the State employer harmless for any such action.

3.2.2 Effective June 1, 1992, any employee may withdraw from CDF FIREFIGHTERS by sending a signed withdrawal letter to CDF FIREFIGHTERS with a copy to the State Controller, as provided for in Section 3.1.2. Employees who withdraw from CDF FIREFIGHTERS shall be subject to paying a CDF FIREFIGHTERS Fair Share fee as provided above.

3.2.3 The amount of membership dues and Fair Share fees shall be set by CDF FIREFIGHTERS and changed by the State upon written notice from CDF FIREFIGHTERS. CDF FIREFIGHTERS agrees to notice all affected employees any time there is a change in membership dues or Fair Share fees.

3.2.4 CDF FIREFIGHTERS agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its check off for CDF FIREFIGHTERS deductions. Under no circumstances is membership in CDF FIREFIGHTERS or payment of CDF FIREFIGHTERS Fair Share fees a condition of State employment for employees covered by this Agreement.

3.2.5 CDF FIREFIGHTERS shall provide within a reasonable time after the ratification of this agreement (but a time period exceeding sixty days) at its option either 1) evidence of a bond or insurance policy in the sum of $10,000 or 2) the creation of a trust holding a minimum of $10,000, to insure that financial ability to carry out the duty of fair representation toward members of the unit shall continue during the life of this Agreement.

3.2.6 Pursuant to Government Code Section 3515.7(c), any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to financially support CDF FIREFIGHTERS. That employee, in lieu of a membership fee or a Fair Share fee deduction, shall instruct the State employer, via a means prescribed by the State Controller, to deduct and pay sums equal to the Fair Share fee to a nonreligious, non-labor organization, charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.

3.2.7 If an employee holds conscientious objections pursuant to this item and requests individual representation in a grievance, arbitration, or administrative hearing from CDF FIREFIGHTERS, CDF FIREFIGHTERS may charge the employee for the reasonable cost of such representation.

3.2.8 An employee who pays a Fair Share shall be entitled to fair and impartial representation by CDF FIREFIGHTERS. A breach of this duty shall be deemed to have occurred if CDF FIREFIGHTERS' conduct in representation is arbitrary, discriminatory, or in bad faith.

3.2.9 CDF FIREFIGHTERS agrees to keep an adequate record of its financial transactions and shall make available annually, to the Public Employment Relations Board (PERB) and to employees in Unit 8, within ninety (90) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by the president and treasurer or comparable officers of CDF FIREFIGHTERS. In the event of failure to comply with this section, any employee or the State employer in Unit 8 may petition the PERB for an order compelling compliance.

3.2.10 CDF FIREFIGHTERS agrees to notify any State employee who pays a Fair Share fee of his or her right to demand and receive from CDF FIREFIGHTERS a return of any part of that fee paid by him or her which represents the employee's traditional pro rata share of expenditures by CDF FIREFIGHTERS that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the employee's terms and conditions of employment, or applied toward the cost of any other benefits available only to members of CDF FIREFIGHTERS.

3.2.11 The State and CDF FIREFIGHTERS agree that if a Fair Share rescission election is conducted in Unit 8 pursuant to Government Code Section 3515.7(d), a majority of those votes cast rather than a majority of members in the unit, shall determine whether the Fair Share deductions shall continue.

3.2.12 For operational reasons, both parties agree to use all possible efforts to insure that such election shall not be held in the extreme fire danger months of June, July, August, or September.

3.2.13 No provision of this article shall be subject to the grievance and arbitration procedure contained in this Agreement.

Section 3.3 Organization Activity

The Employer agrees that it shall not discriminate against any employee because of Association membership or activity.

ARTICLE 4 - EMPLOYER RIGHTS

Section 4.1 Employer Rights

4.1.1 Except as expressly abridged by any provision of this Agreement, the State and the department reserve and retain all of their normal and inherent rights with respect to management of their affairs in all respects in accordance with their responsibilities, whether exercised or not, including but not limited to the rights to determine and from time to time to re-determine the number, location, and type of work forces, facilities, operations, and the methods, processes and equipment to be employed; the scope of services to be performed, the method of service, assignment of duties, and the schedule of work time and work hours, including overtime; to contract and subcontract existing and future work; to discontinue conduct of their mission or operations in whole or in part; to determine whether and to what extent the work required in their operations shall be performed by employees covered by this Agreement; to transfer work from or to, either in whole or in part, any of the work forces or facilities and locations; to determine the number, types and classification of positions or employees assigned to program, or project unit; to establish and change work schedules, assignments and facility locations; to hire, transfer, promote or demote employees; to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge or discipline employees; to alter, discontinue or vary past practices and otherwise to take such measures as the employer may determine to be necessary for the orderly, efficient and economical operation of the Department of Forestry and Fire Protection.

4.1.2 The State has the sole authority to determine the purpose, mission and title of the department and the amount and allocations of the budget.

ARTICLE 5 – GENERAL PROVISIONS

Section 5.1 No-Strike

5.1.1 During the term of this Agreement, neither CDF FIREFIGHTERS nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.

5.1.2 CDF FIREFIGHTERS agrees to notify all of its officers, stewards, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during an interruption, which may be caused or initiated by others, and to encourage employees violating this Section to return to work.

5.1.3 The State may discharge, suspend, demote, or otherwise discipline any employee who violates this Section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this Section. Violation of this Section by CDF FIREFIGHTERS shall result in termination of the State's obligation to deduct dues and Fair Share fees from CDF FIREFIGHTERS members and to remit such dues to CDF FIREFIGHTERS, as provided in Section 3.1 Payroll Dues Deduction of this Agreement.

Section 5.2 Incident Accommodations

In the interest of the health and safety of Unit 8 employees assigned for extended periods to emergency incidents, the department authorizes the use of motels and other comparable facilities for sleeping and freshening up. The use of these facilities will be administered in accordance with departmental policy found in the Incident Fiscal Management Handbook.

Section 5.3 Distribution of Pay Warrants

The State Employer agrees:

5.3.1 To distribute all pay warrants in accordance with the following:

5.3.1.1 Normal full-month salary warrants shall be distributed to the employee or his/her written alternate designee(s) at his/her unit headquarters no later than the last day of the pay period. Alternate methods of distribution, such as express mailing, may be mutually agreed upon.

5.3.1.2 Partial-month salary warrants for appointment dates prior to the 10th of the month shall be distributed to the employee's unit headquarters no later than the last day of the pay period, or a salary advance will immediately be processed upon request.

5.3.1.3 Partial-month salary warrants for appointment dates after the 10th of the month will be processed as soon as possible with a salary advance distributed on the 5th of the month after hire, when requested by the employee.

5.3.2 Overtime pay warrants shall be distributed to the employee on or before the end of the following 28-day work period.

5.3.3 Travel expense reimbursement warrants shall be available for the employee within thirty (30) calendar days following the submission of such claim by the employee. Claims shall be submitted no more often than once a month, and prior to the 5th calendar day of the following month.

5.3.4 The State Employer and CDF FIREFIGHTERS agree that it is mutually desirable to pay the IRA extended duty week compensation at the time of the monthly paycheck. However, CDF FIREFIGHTERS recognizes that there are payroll problems with this and the State Controller's approval is required. The State and CDF FIREFIGHTERS will work together during this agreement to solve these problems.

Section 5.4 Pay Warrants and Direct Deposit

The State shall provide a year-to-date total of all payroll deductions, including but not limited to, withholding taxes, retirement contributions and subsistence, and any and all other payroll deductions, on each normal monthly pay warrant.

When an employee’s direct deposit is cancelled, the employer agrees to notice the employee in a timely manner. For purposes of this section, “a timely manner” means notice no later than the close of business on the day following cancellation of the direct deposit.

Section 5.5 Accounts Receivable

5.5.1 When an employee is overpaid or owes the State money, an account receivable will be established. The Employee will first be notified and given 15 days to respond. If the amount is less than $100, it will be paid back by deduction from one monthly salary check. If the amount is between $100 and $1,200, the employee will pay $100 per month until the balance remaining is less than $100 and the final payment will be for the remaining balance. If the amount is between $1,200 and $2,400, it will be paid in twelve equal monthly payments. If the amount is greater than $2,400, it will be repaid at $200 per month until the balance is less than $200 and the final payment will be for the remaining balance.

5.5.2 If an employee leaves State service, the employee may be required to participate in exit clearance procedures to ensure return of State property or repayment of outstanding advances/overpayments as part of issuing any final pay or overtime warrants.

5.5.3 If the employee presents evidence of undue hardship in the repayment schedule, the department may vary the payment schedule.

5.5.4 Employees who owe the State money because of fraud shall be subject to a repayment schedule established by the department.

5.5.5 If mutually agreed with the employee, the Controller's office and the department, the preceding rules can be varied.

5.5.6 The employer will hold the Union harmless and indemnify the Union with respect to reasonable legal expenditures, cost, and/or judgments regarding the application of this provision.

Section 5.6 CCC Personnel

It is the State's intent that CCC personnel shall not replace budgeted CDF personnel. Management reserves the right to augment its forces with personnel funded by CCC or other employment or training programs.

Section 5.7 Graduate Trainee Program

5.7.1 If the State employer desires to re-implement the Graduate Trainee Program, it shall meet and negotiate prior to implementation.

5.7.2 In the event the State desires to re-implement the Graduate Trainee program, it will open the program to graduates with any degree relevant to and needed to accomplish the department’s mission.

Section 5.8 Layoffs and Subcontracting

5.8.1 Layoffs will be in accordance with existing government code sections.

5.8.2 All subcontracting will be within existing constitutional provisions, and applicable government code sections.

Section 5.9 Nepotism

5.9.1 Nepotism is generally defined as the practice of an employee using his/her influence or power to aid or hinder another in the employment setting or situation because of a personal relationship. Employment settings or situations referenced are either:

5.9.1.1 Working in close quarters and in association with one another; or,

5.9.1.2 Working for the same immediate supervisor; or,

5.9.1.3 Having a direct supervisor/subordinate relationship.

5.9.2 Personal relationships include, but are not limited to, associations by blood, adoption, marriage, and/or cohabitation; e.g., husband, wife, father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, in-laws, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and two people living together outside marriage.

5.9.3 CDF FIREFIGHTERS and the State recognize that there are many situations in State service where two individuals who have a personal relationship may appropriately be allowed to work in the same program, activity, or location without adverse impact. However, in circumstances where work, safety, morale or impartial supervision is demonstrably and adversely impacted by a personal relationship, the affected employees may be accommodated by the reassignment of one or the other to the next available vacancy in his/her classification within reasonable commute distance.

5.9.4 Nothing in this section precludes mandatory reassignments, transfers or other administrative action by the department to avoid or correct nepotism situations.

Section 5.10 Badges and Personal Identification

5.10.1 All replacement purchases of shield-style badges will display the title of the wearer (e.g. Captain, Engineer, Firefighter, Firefighter II). The Department agrees to provide at least one badge (as described herein and at Department expense) to all of its Fire Protection Employees as described in Section 8.1 Firefighter I.

5.10.2 An employee retiring from CDF will be given his/her badge with a "Retired" banner affixed. The badge and the banner will be paid for by CDF. If the employee has two badges (e.g. Star and A.I.U.) the employee will be limited to one badge of his/her choice at CDF expense.

5.10.3 All personnel shall be provided with photo identification pursuant to Personnel Procedures Handbook Section 1530.

Section 5.11 Mobile Equipment

CDF FIREFIGHTERS shall have the right to submit a consolidated list of concerns and suggestions regarding mobile equipment, and CDF shall respond in writing.

Section 5.12 State-Owned Housing Rentals

5.12.1 The State may increase rental rates for State-owned housing by 25% up to the fair market value each year of this agreement. If the rental unit becomes vacant, rental rates may be increased to fair market value upon change of tenancy. Prior to actual tenancy, the employee will be advised of the actual rate. Metered utility charges, which are not charged at actual cost, may be increased to actual cost during the life of this agreement. The State must give the individual tenant the normal notice required by law before any rental increase. In addition, if an appraisal shows that rent is above fair market value, rent shall be reduced to fair market value.

5.12.2 The department reserves the right to rent or not to rent any State-owned housing unit to any employee.

5.12.3 At any time during the life of this agreement, the department shall have the right to discontinue renting any State-owned rental unit(s). When such a decision is made, the affected employee's tenancy shall be terminated by giving written notice at least thirty (30) days prior to the date termination is to become effective. The tenancy shall be terminated consistent with Civil Code 1946.

5.12.4 No employee can be required to live in State-owned housing as a condition of employment if rental is charged for the housing.

Section 5.13 Exempting DPA From Public Contract Code

The Union agrees to support legislation to amend Sections 10295 and 10430 and add Section 10344.2 to the Public Contract Code to read:

Section 10295 of the Public Contract Code is amended to read:

10295. All contracts entered into by any state agency for (a) the hiring or purchase of equipment, supplies, materials, or elementary school textbooks, (b) services, whether or not the services involve the furnishing or use of equipment, materials or supplies or are performed by an independent contractor, (c) the construction, alteration improvement, repair or maintenance of property, real or personal, or (d) the performance of work or services by the state agency for or in cooperation with any person, or public body, are void unless and until approved by the department. Every such contract shall be transmitted with all papers, estimates, and recommendations concerning it to the department and, if approved by the department, shall be effective from the date of the approval This section applies to any state agency that by general or specific statute is expressly or impliedly authorized to enter into transactions referred to in this section. This section does not apply to any transaction entered into by the Trustees of the California State University or by a department under the State Contract Act or the California State University Contract Law, any contract of a type specifically mentioned and authorized to be entered into by the Department of Transportation under Section 14035 or 14035.5 of the Government Code, Sections 99316 to 99319, inclusive, of the Public Utilities Code, or the Streets and Highways Code, any contract entered into by the Department of Transportation that is not funded by money derived by state tax sources, but, rather, is funded by money derived from federal or local tax sources, any contract entered into by the Department of Personnel Administration for state employees, as defined in Section 19815 in the Government Code, for employee benefits,

occupational health and safety, training services, or combination thereof, any contract let by the Legislature, or any contract entered into under the authority of Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code.

Section 10344.2 is added to the Public Contract Code to read:

10344.2. The Department of Personnel Administration, with respect to contracts entered into by the department for state employees, as defined by Section 19815 of the Government Code for employee benefits, occupational health and safety, training services, or any combination thereof shall provide all qualified bidders with a fair opportunity to enter the bidding process, therefore, stimulating competition in a manner conducive to sound fiscal practices. The Department of Personnel Administration shall make available to any member of the public its guidelines for awarding these contracts, and to the extent feasible, implement the objectives set forth in Section 10351.

Section 10430 of the Public Contract Code is amended to read:

10430. This chapter does not apply to any of the following:

(a) The Regents of the University of California.

(b) Transactions covered under Chapter 3 (commencing with Section 12100).

(c) Except as otherwise provided in this chapter, any entity exempted from the provisions of Section 10295 or 10295.1 However, the Trustees of the California State University shall be governed by this chapter. except with regard to transactions covered under the California State University and Colleges Contract Law, and except as provided in Sections 10295, 10335,10356, and 10389.

(d) Transactions covered under Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

(e) Except as provided for in subdivision (c) member of boards or commissions who receive no payment other than payment of each, meeting of the board or commission, payment for preparatory time, and payment for per diem.

(f) The emergency purchase of protective vests for correctional peace officers whose duties require routine contact with state prison inmates. This subdivision shall remain operative only until January 1, 1987.

(g) Spouses of state officers or employees and individuals and entities that employ spouses of state officers and employees, that are vendored to provide services to regional center clients pursuant to Section 4648 of the Welfare and Institutions Code if the vendor of services, in that capacity, does not receive any material financial benefit, distinguishable from the benefit to the public generally, from any governmental decision made by the state officer or employee.

Section 5.14 Administrative Procedures Act

The Union agrees to support legislation as follows:

Government Code section 19817.10

This article shall apply only to employees in State employees Bargaining Unit 8

The Administrative Procedures Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3) shall not apply to any agreements, orders, standards of general application, or any other directives or guidance entered into or issued by the department concerning matters that are within the scope of collective bargaining as defined by Section 3516. This section shall not in any way diminish the State's obligation to meet and confer with recognized employee organizations regarding matters within the scope of bargaining as defined by Section 3516.

If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislation action, except that if such provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not be effective unless approved by the Legislature in the annual Budget Act.

Section 5.15 Employee Notification Regarding Disciplinary Investigations

The Department will endeavor to conclude all investigations within a reasonable period of time. Upon request (verbal or written) of an employee representative, the employer agrees to advise that representative of the status of the investigation. This "status update" will not include any information of a private or confidential nature, but may include an estimate of the time necessary to conclude the investigation. The employer agrees to notify the employee in a timely manner once the investigation is concluded. As soon as reasonably possible after the Department determines that it will take no action against an employee, it will inform him/her.

Section 5.16 Group Legal Services Legal Plan

Bargaining Unit 8 employees shall be eligible to enroll in the State sponsored Group Legal Services Insurance Plan. The plan will emphasize a choice of providers and access to legal services. The plan is available on a voluntary, after-tax, payroll deduction basis, with all costs being paid by the employee, including a service charge for the costs of administering the plan.

There shall be an annual enrollment period (generally held in March through April). During the months of June and July, Bargaining Unit 8 employees will participate in a special open enrollment period. Specific information on the plan, including plan features and costs, will be distributed during the special open enrollment period and annually thereafter to employees not already enrolled in the plan. Employees enrolled in the plan will be notified of any changes (benefits provided or costs to the plan). Once enrolled, employees may cancel at any time according to the specified cancellation procedures.

ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 Purpose

6.1.1 This grievance procedure shall be used to process and resolve grievances arising under this Agreement.

6.1.2 The purposes of this procedure are:

6.1.2.1 To resolve grievances at the lowest possible level.

6.1.2.2 To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 6.2 Definitions

6.2.1 A Grievance is a dispute involving interpretation, application or enforcement of the provisions of this Agreement.

6.2.2 As used in this procedure, the term "immediate supervisor" means the individual identified by the CDF Director who assigns, reviews and directs the work of the grievant.

6.2.3 As used in this procedure, the term "party" means CDF FIREFIGHTERS, an employee, or the State.

6.2.4 A "CDF FIREFIGHTERS representative" refers to an employee designated as a CDF FIREFIGHTERS grievance representative as defined in Section 2.1 Grievance Representatives of this Agreement, or a paid staff representative or a person authorized by CDF FIREFIGHTERS to act as its representative.

6.2.5 "CDF Director" or "CDF" refers to the appropriate department director or department if the employee is employed by a department other than CDF.

Section 6.3 Time Limits

Each party involved in a grievance shall act promptly so that the grievance may be resolved whenever practicable within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended. Unless extended by mutual agreement, grievance decisions not appealed within the time limits for each step shall be considered final.

Section 6.4 Waiver of Steps

The parties may mutually agree to waive any steps of the grievance procedure.

Section 6.5 Presentation

At any step of the grievance procedure, the Employer representative and/or CDF FIREFIGHTERS itself, may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a CDF FIREFIGHTERS grievance representative, or both, may attend.

Section 6.6 Employee Rights

Each employee retains all rights conferred by Section 3515, et. seq., of the State Employer-Employee Relations Act.

Section 6.7 Application

6.7.1 Grievances as defined in Section 6.2 Definitions shall be processed through this procedure.

6.7.2 Grievances filed by individuals must be filed on a form jointly approved by both CDF and CDF FIREFIGHTERS. Such forms will be provided by the State. CDF FIREFIGHTERS may continue its current practice of filing grievances.

Section 6.8 Informal Discussion

An employee grievance initially shall be discussed with the employee's immediate supervisor within seven calendar days after the alleged contract violation or after knowledge of same reasonably should have been acquired or if, of a continuing nature, within seven calendar days of grievants first awareness of the alleged continuing violation. The immediate supervisor shall give his/her decision or response within seven calendar days from the informal discussion.

Section 6.9 Formal Grievance - Step 1

6.9.1 If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed by the grievant or CDF FIREFIGHTERS no later than:

6.9.1.1 20 calendar days after the alleged violation or after knowledge of same reasonably should have been acquired, or after the date of grievants first awareness of an alleged continuing violation.

6.9.1.2 Within 10 calendar days of the decision rendered in the informal grievance procedure, whichever is later.

6.9.1.3 It is understood that CDF FIREFIGHTERS itself may file a grievance without informal discussion.

6.9.2 A formal grievance shall be initiated in writing and shall be filed with the unit manager or designee.

6.9.3 Within 20 calendar days after receipt of the formal grievance, the first formal level reviewer shall respond in writing to the grievance.

6.9.4 If CDF FIREFIGHTERS filed the grievance, said response shall be mailed to the Sacramento office of CDF FIREFIGHTERS and to the mailing address of the local CDF FIREFIGHTERS representative. CDF FIREFIGHTERS shall provide a list with mailing addresses of such representatives. The postmark shall be the determinative of the mailing date.

6.9.5 CDF FIREFIGHTERS shall be served a copy of any formal grievances not filed by CDF FIREFIGHTERS itself. A copy of such grievance, and any and all further responses by employer or employee relative thereto, at all levels, shall be sent to CDF FIREFIGHTERS and the appropriate local representative, as in Section 6.9.4 above.

Section 6.10 Formal Grievance - Step 2

6.10.1 If the grievant (this term includes CDF FIREFIGHTERS where it filed the grievance) is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within 20 calendar days to the person designated by the CDF Director as the second level of appeal. If the CDF Director or designee is the first level of appeal, the grievant may bypass Step 2.

6.10.2 Within 20 calendar days after receipt of the appealed grievance, the person designated by the CDF Director as the second level of appeal shall respond in writing to the grievance. The response shall be delivered as in Sections 6.9.3, 6.9.4 and 6.9.5 above.

Section 6.11 Formal Grievance - Step 3

6.11.1 If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within 20 calendar days to the designated third level of appeal. If the CDF Director or designee is the second level of appeal, the grievant may bypass Step 3.

6.11.2 Within 30 calendar days after receipt of the appealed grievance or of the date of the grievance conference, if one is held, the person designated by the CDF director as the third level of appeal shall respond in writing to the grievance. The response shall be delivered as in Sections 6.9.3, 6.9.4 and 6.9.5 above.

Section 6.12 Formal Grievance - Step 4

6.12.1 If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within 20 calendar days to the Director of the Department of Personnel Administration or designee.

6.12.2 Within 30 calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance. The response shall be delivered as in Sections 6.9.3, 6.9.4 and 6.9.5 above.

Section 6.13 Response

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step. If the grievant fails to appeal a grievance decision in writing within the time limits specified for that step, the employer decision shall be final and the grievant shall lose any appeal rights.

Section 6.14 Formal Grievance – Step 5 – Arbitration

6.14.1 If CDF FIREFIGHTERS is not satisfied with the decision rendered, then within 30 calendar days, CDF FIREFIGHTERS only may take the matter to Step 5, final and binding arbitration. If the parties cannot agree on a neutral arbitrator, then the arbitrator will be chosen from a mutually agreeable panel.

6.14.2 Where arbitration is demanded, the parties will attempt to mutually select an arbitrator. If the parties do not agree, an arbitrator will be chosen from the following panel in the following manner:

Arbitrators' names shall be struck in an alternating manner until there is one arbitrator remaining. Order of the strike shall be determined by a toss of the coin. The toss of the coin shall be done with the grieving party calling the toss.

Tom Angelo

Katherine J. Thomson

Anita Knowlton

Gerald McKay

Daniel Althemus

Joe Freitas

Bonnie Bogue

Arthur Pod

Buddy Cohn

Section 6.15 Immediate Arbitration

Either party may waive the time limits specified herein and proceed to immediate arbitration in any case where either party alleges the other is threatening to take an action in violation of this MOU, which could result in irreparable injury, in so short a period of time as to disallow the other party from proceeding within said time limits and in circumstances where an arbitrator acting under the usual time limits should not affect an adequate remedy. In any such case, the arbitrator shall have full equitable powers to frame a decision, including an order to the party initiating the grievance to abide by the time limits provided in this section or for a restraining order against the party threatening the action, or any other form of arbitration order that would resolve the matter in an equitable and just manner.

Section 6.16 Arbitration Decision

6.16.1 The decision of the arbitrator shall be final and binding. The parties contemplate an expedited decision-making process after the arbitration hearing is ended. Thus, there shall be no post-hearing briefs without mutual agreement. However, upon his/her own motion, the arbitrator may order such briefs in cases where a hearing has taken several days, not in consecutive order, or where the arbitrator determines that complicated legal issues exist and that a fair decision cannot be issued without such briefing.

6.16.2 The parties shall split the cost of the arbitrator, court reporter, and the like, but shall bear their own representation costs.

Section 6.17 Limits of Arbitrator's Authority

6.17.1 The arbitrator shall limit his/her decision to addressing only the issue or issues as framed by the parties. Issues or available information not raised in lower steps of the grievance procedure shall not be allowed to be presented during arbitration.

6.17.2 The arbitrator shall be solely authorized to determine if provisions of the agreement have been violated. The arbitrator is not authorized to add to, subtract from, or otherwise modify the Agreement of the parties, nor to substitute his/her judgment over the drafters of the Agreement.

Section 6.18 Witnesses

6.18.1 Witnesses called by CDF FIREFIGHTERS to testify at an arbitration hearing concerning this Agreement shall do so without loss of compensation. CDF FIREFIGHTERS shall use reasonable efforts to schedule witnesses so as to not cause an undue expense to the Employer. CDF FIREFIGHTERS shall also provide reasonable advance notice concerning such release time to the Employer's representative for the hearing, either the Office of the Attorney General or the Employee Relations Officer.

6.18.2 In view of the goal of resolving grievances at the lowest possible level, witnesses may be granted release time to appear at intermediate grievance levels, but only at the discretion of the appropriate employer representative.

Section 6.19 Immediate Dispute Resolution

6.19.1 When CDF FIREFIGHTERS believes that the employer may take an action which could result in a contract violation causing irreparable injury to a represented employee and a stay of that action cannot be accomplished through normal remedies in time to prevent irreparable injury, or where the cause of good employer-employee relations would be enhanced by proceeding under the more flexible (for both parties) provisions of this section, CDF FIREFIGHTERS, at the State level, may invoke the provisions of this section as follows:

6.19.1.1 Within 48 of Monday-through-Friday hours of becoming aware of an action or planned action CDF FIREFIGHTERS may contact the Department Labor Relations Officer with specific information regarding the contract violation. The Labor Relations Officer and CDF FIREFIGHTERS will jointly determine the appropriate management level at which to begin discussions.

6.19.1.2 After a determination is made, CDF FIREFIGHTERS will commence informal discussions at the designated level within 24 of Monday through Friday hours.

6.19.1.3 The Labor Relations Officer may also participate in the informal discussions at any level.

6.19.1.4 If mutual resolution is not achieved at the initial organizational level, CDF FIREFIGHTERS may request informal talks with the next administrative level, up to and including the Labor Relations Officer himself/herself.

6.19.1.5 CDF FIREFIGHTERS shall advise the Labor Relations Officer of the outcome of the discussions, should the matter be resolved below his/her level.

6.19.2 Time limits of the grievance procedure shall be stayed for up to seven calendar days when this section is invoked unless extended by mutual agreement.

6.19.3 This procedure is an informal alternative to CDF FIREFIGHTERS invoking the "immediate arbitration" procedure. If this procedure fails to resolve the dispute, CDF FIREFIGHTERS may then invoke other normal steps of the grievance procedure, including "immediate arbitration."

6.19.4 The parties agree that the intent of this procedure is to encourage timely communication between the parties at the appropriate level and to clear up misunderstandings that may seriously affect employees and/or relations between the parties.

6.19.5 Time limits are the only portion of this section subject to the grievance and arbitration procedure.

ARTICLE 7 – COMPLAINT/PROCEDURE AND OUT-OF-CLASS CLAIMS PROCESS

Section 7.1 Complaint Procedure

7.1.1 Definition: A complaint is a dispute involving one or more employees involving subjects not covered by this Agreement and not under jurisdiction of the State Personnel Board.

7.1.2 Procedure: Complaints shall be filed in writing and shall be subject to Sections 6.1, 6.3, 6.4, 6.5, 6.6, 6.8, 6.9, 6.10, 6.11 and 6.13 of this Agreement. Complaints shall not be appealed beyond the department director's level and shall not be subject to arbitration.

Section 7.2 Out-of-Class Claims Process

7.2.1 If an employee believes he/she is working out-of-class in a manner, which violates the Out-of-Class Pay section of this agreement, he/she may file a complaint in accordance with the following.

7.2.2 Out-of-class claims will be filed through the Complaint Procedure contained in Section 7.1 Complaint Procedure of this agreement. All such claims must be on the form prescribed by the State. Once the Complaint Procedure within the department has been exhausted, the employee or his/her representative may within 30 days forward the matter to the Department of Personnel Administration for a review hearing by its staff over the classification aspects of the complaint. If it is determined that an employee is working out-of-class, the employee shall be compensated for the out-of-class period specified by the applicable MOU provision of this agreement.

7.2.3 If it is determined by the Department of Personnel Administration that the employee is working out-of-class and CDF FIREFIGHTERS believes that the MOU provisions of this agreement have not been properly applied, it may forward the salary issue only to arbitration.

7.2.4 Approved out-of-class complaints may be compensated retroactively for a period of no greater than one (1) year preceding the filing of the complaint.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

Section 8.1 Firefighter I

8.1.1 Effective July 3, 2006, a Fire Fighter I will be scheduled to work 72 hours per week (3 consecutive 24-hour days) which includes 19 hours of extended duty week compensation.

8.1.2 For purposes of calculating overtime, the hourly rate of pay will be based on an average duty week of 72 hours. All overtime (planned and unplanned) shall be compensated at the time and one-half rate based on a 72-hour clock.

Formula: (((S ÷ 4.33) ÷ C) X f) = Hourly Rate of Pay (HROP)

S = Salary including differentials included in calculating overtime

C = Clock f = factor EDWC = Extended Duty Week Compensation

UPOT = Unplanned Overtime

EDWC Clock	EDWC Factor	EDWC Hours	UPOT Clock	UPOT Factor
72	1.5	19	72	1.5

8.1.3 Notwithstanding the above, employees covered by this section who are assigned to training of 4 days or more in duration, including required travel, may at management's option be assigned to work a 5-day duty week. The 5-day training duty week will consist of five 8-hour days with 32 hours of standby immediately following one or more of the first four scheduled workdays.

8.1.4 On June 30, 2006 employees in this section shall be placed on year-round IRA.

Section 8.2 Fire Protection Employees

8.2.1 This section covers all classifications in Unit 8 not covered by Sections 8.1, 8.3, or 8.4. These will be referred to as "fire protection employees."

Fire protection employees are those who (1) have been trained and have the legal authority and responsibility to engage in the prevention, control or extinguishment of a fire of any type; and, (2) perform activities which are required for and are directly concerned with the prevention, control or extinguishment of fires, including dispatch and such incidental non-firefighting functions as housekeeping, equipment maintenance, lecturing, attending training drills and conducting inspections. Typically this includes most Unit 8 employees.

8.2.2 Duty Weeks

8.2.2.1 Full-time employees covered by this section, excluding Fire Lookouts, will be scheduled to work an average of 72 hours per week which includes 19 hours of extended duty week compensation compensated as described in Section 8.2.3.

8.2.2.2 Effective June 30, 2006 employees in this section shall be placed on year-round IRA.

8.2.2.3 Fire Lookouts will be scheduled to work an average 72-hours per week, which includes 19 hours of extended duty week compensation compensated at the half-time rate.

8.2.2.4 HFEO's may be required to remain at the duty location during any or all of their assigned standby hours.

8.2.3 Overtime Compensation

8.2.3.1 Employees on a 72-hour duty week will receive overtime pay for all hours worked in excess of 212 hours during the 28-consecutive day work period. For purposes of calculating overtime, the hourly rate of pay will be based on an average duty week of 72 hours.

Formula: (((S ÷ 4.33) ÷ C) X f) = Hourly Rate of Pay (HROP) S = Salary including differentials included in calculating overtime C = Clock f = Factor EDWC = Extended Duty Week Compensation UPOT = Unplanned Overtime			
Pilots, FC (A), FC (B), HFEO, FAE, FF II, Paramedic Classes			
EDWC Clock	EDWC Factor	EDWC Hours	UPOT Factor
56	1.5	19	1.5

8.2.4 Shift Assignments for Fire Protection Employees

8.2.4.1 The following classifications can be assigned shift patterns only as listed below:

	Shift Patterns
Fire Captain, Range A	
Fire Apparatus Engineer	
Stations	1,3
ECC	1,2,3,4
Fire Prevention	3,4
Helitack	2,3,4
Air Attack	3,4
Training Officer	3,4
Fire Captain, Range B	3,4
HFEO	2,3,4
Firefighter II	1,3
Firefighter II (Paramedic)	1,3
FAE (Paramedic)	1,3
Fire Captain (Paramedic)	1,3
Forestry Pilot	2,3,4

8.2.4.2 Shift Patterns IRA 72

8.2.4.2.1 Shift Pattern 1

Work	10	10	10
Standby	14	14	14

8.2.4.2.2 Shift Pattern 2

Work	10	10	10	Then	10	10	10	10
Standby	14	14	2		14	14	14	2

8.2.4.2.3 Shift Pattern 3

Work	8	8	8	8	8

Standby 32 hours immediately following one or more of the first four scheduled workdays.

8.2.4.2.3.1 Shift pattern 3 may only be used for students or instructors attending formal training of 5 days or more in duration including required travel. Other temporary special assignments outside the employee's assigned administrative unit requires agreement of the employee.

8.2.4.2.3.2 Shift pattern 3 shall be used for FAE JAC appointees who are attending the CDF Academy for the Driver Operator Module (DOM) only (permanent FF-II upon promotion to FAE).

8.2.4.2.4 Shift Pattern 4

Work	10	10	10	10

Standby 32 hours immediately following one or more of the first three scheduled workdays.

Section 8.3 Fire Protection Employees Not Covered by Section 8.2

8.3.1 This subsection applies to employees in the classification of Battalion Chief (non-supervisory).

8.3.2 Duty Weeks

8.3.2.1 Full time employees covered by this section on an 84-hour Immediate Response Assignment (IRA-84) duty week will be scheduled to work an average of 84 hours per week, which includes 31 hours of extended duty week compensation compensated at the time and one half time rate. The 84-hour IRA duty week shall only be worked by employees who were permanently appointed to the Battalion Chief (non-supervisory) classification on May 12, 2006. These employees will continue, at the Unit Chief's option, to be assigned to a 4- or 5-day duty week. The application of the current 84-hour duty week shift patterns shall continue for both field and staff Battalion Chiefs.

8.3.2.2 Employees who are appointed to the Battalion Chief (non-supervisory) classification on or after May 12, 2006, will be scheduled to work a 72-hour duty week which includes 19 hours of extended duty week compensation. At the Unit Chief's option, these employees may be assigned to a 3-, 4- or 5-day duty week.

8.3.2.3 The duty week designation shall not be a factor in the selection process; nor shall it be a factor in the process for determining transfer or the assignment of overtime.

8.3.3 Overtime Compensation

8.3.3.1 When assigned to an IRA-84 hour duty week, employees will receive overtime pay for all hours worked in excess of 212 hours during the 28-consecutive day work period. For purposes of calculating overtime, the hourly rate of pay will be based on an average duty week of 84 hours.

Formula: (((S ÷ 4.33) ÷ C) X f) = Hourly Rate of Pay (HROP)

S = Salary including differentials included in calculating overtime

C = Clock f = Factor EDWC = Extended Duty Week Compensation

UPOT = Unplanned Overtime

EDWC Clock	EDWC Factor	EDWC Hours	UPOT Clock	UPOT Factor
68	1.5	31	56	1.5

8.3.3.2 When assigned to a IRA 72-hour duty week, employees will receive overtime pay for all hours worked in excess of 212 hours during the 28-consecutive day work period. For the purposes of calculating overtime, the hourly rate of pay will be based on an average duty week of 72 hours.

Formula: (((S ÷ 4.33) ÷ C) X f) = Hourly Rate of Pay (HROP)

S = Salary including differentials included in calculating overtime

C = Clock f = Factor EDWC= Extended Duty Week Compensation

UPOT = Unplanned Overtime

EDWC Clock	EDWC Factor	EDWC Hours	UPOT Clock	UPOT Factor
72	1.5	19	56	1.5

8.3.3.3 All non-emergency overtime will be compensated at the time and one-half rate with cash or Compensating Time Off (CTO) at management's option except as provided in subsection 8.3.3.1 and 8.3.3.2 above. Use of CTO will be at a time approved by management. Emergency overtime will be compensated in cash.

8.3.3.4 The number of CTO hours accrued shall not exceed that prescribed by the FLSA.

8.3.4 Effective June 30, 2006 employees in this section shall be placed on year-round IRA.

Section 8.4 Specialty Classes

8.4.1 Duty Weeks

Employees in the following classifications will, at management's option, be assigned to a 4-day or 5-day, 40-hour duty week year round:

Forestry Field Trainee

Forestry Assistant I and II

Forestry Technician

Forestry Aid

Air Operations Officer I, II and III

Air Operations Officer I, II and III (M)

Fire Prevention Officer I and II

*Forester I (non-supervisory)

Fire Prevention Assistant

Fire Prevention Specialist I and II

Forestry Logistics Officer I

8.4.2 Overtime Compensation

8.4.2.1 All emergency overtime will be compensated with cash at the time and one-half rate.

8.4.2.2 All non-emergency overtime will be compensated at the time and one-half rate with cash or compensating time off (CTO) at the department's option. Use of CTO will be at a time approved by management.

8.4.2.3 The number of CTO hours accrued shall not exceed that prescribed by the FLSA.

8.4.3 Employees in the following classifications are FLSA exempt, and are assigned to Work Week Group WWG 4C and will, at management's option, be assigned to a 4-or 5-day duty week year round.

Assistant Chief (non-supervisory)

*Forester I (non-supervisory)

Forester II (non-supervisory)

8.4.3.1 These are classes and positions with a minimum average workweek of 40 hours. The regular rate of pay is full compensation for all time that is required for the employee to perform the duties of the position.

8.4.3.2 * The 4C WWG for Forester I (non-supervisor) will not become operational until the State Personnel Board has approved the Registered Professional Forester license (RPF) requirement for the Forester I (non-supervisory) classification. Until this change is approved, the Forester I (non-supervisory) will be covered by subsection 8.4.1 above.

Section 8.5 (Intentionally Deleted)

Section 8.6 Duty Days

8.6.1 Any day is available for scheduling consistent with the duty week patterns.

8.6.2 Nothing in this provision precludes changes in IRA, or in work hours as otherwise provided by this agreement.

8.6.3 On the last day of this contract (June 30, 2006) Fire Protection (Sections 8.1, 8.2, 8.3) employees shall be placed on year round IRA.

Section 8.7 Changes Between Duty Week Patterns or Shifts

8.7.1 Changes between shift patterns or shifts shall occur with 24 hours advance notice except in an emergency or by mutual consent with the employee where notice may be less.

8.7.2 Shift changes will occur on a Monday, and such assignment shall last for the length of the shift pattern assigned, including days off (i.e. 7 or 14 days or multiple thereof).

8.7.3 Except as provided elsewhere in this agreement, shifts may be changed no more than twice during any 28-consecutive day work period (for employees covered by Sections 8.1, 8.2 or 8.3) or during the pay period (for employees covered in Section 8.4) except by mutual agreement. The foregoing flexibility of management shall not be exercised in an arbitrary, capricious or discriminatory manner.

Section 8.8 Hours of Work and Work Hour Changes

8.8.1 The normal work hours for employees on shifts requiring 10 hours of work will be 0700 to 1800 hours with a meal break at or near the midpoint of the workday. Fire Captains (B) may be assigned to a continuous 10-hour workday, which will normally start between 0700, and 0800 hours.

8.8.2 A supervisor may, with 24 hours advance notice or mutual consent of the employee, adjust work hours to any other 10-hour period (depending on assigned shift pattern), including the reduction of meal breaks to one-half hour to meet the operational needs of the department. The foregoing flexibility of management shall not be exercised in an arbitrary, capricious or discriminatory manner.

8.8.3 Response Time

8.8.3.1 At the request of an employee assigned to a Helitack base, the Ranger Unit Chief may, at his/her discretion, waive the regular response time requirements for that employee.

8.8.3.2 Except when a select call-staffing pattern is in effect, the standby response time criteria for Fire Captains (B), shall be 60 minutes (wheels rolling on the CCV). When a select call-staffing pattern is in effect, the standby response time is 30 minutes (wheels rolling on the CCV). If an employee cannot meet the 30-minute requirement, he/she will be required to remain at the work location. The Ranger Unit Chief may, at the request of an employee, waive the response time requirement.

8.8.3.3 Notwithstanding any other provision of this agreement, management may continue the practice of requiring up to 2 Fire Captains (B) per camp to remain on duty at the camp until aircraft cutoff time. If an employee who is assigned to remain on duty at the camp lives within a 30-minute (wheels rolling on the CCV) response time, that employee will be allowed to remain on duty at his/her residence.

8.8.4 Standby hours should not routinely be used for non-emergency work. Supervisors should adjust daily work hours to encompass the assignment(s). When a supervisor cannot make such an adjustment during the same day, he/she shall make a concerted effort to schedule a work hour adjustment during the same duty shift, but no later than the end of the following duty shift. In the case of employees returning from assignments outside their unit, these adjustments can be made over a three-shift period beginning with their return. Adjustments need not be made for emergency work, normal housekeeping, personal hygiene and all work necessary for immediate emergency response.

Section 8.9 Alternate Shift Pattern Agreements

Notwithstanding Section 8.1, 8.2, 8.3 and 8.4, CDF FIREFIGHTERS and the State can agree to alternate shift patterns other than those specified in this agreement if done in writing and approved by both the President of CDF FIREFIGHTERS (or his designee) and the Department's Labor Relations Officer.

Section 8.10 Out-of-Class Duty Weeks

Employees voluntarily working out-of-class may receive the duty week, work hours, status and overtime provisions of the class to which they are assigned.

Section 8.11 Schedule A Duty Weeks

Certain shift pattern variations occur in the Schedule A program. These patterns will continue absent mutual agreement. (See Sideletter 9)

Section 8.12 Training and Development Assignments

Notwithstanding Sections 8.1, 8.2, 8.3 and 8.4, Unit 8 employees on Training and Development (T & D) assignments will normally assume the duty week, hours, status and overtime provisions of the class to which they are assigned.

Section 8.13 Travel to Work

8.13.1 Travel time to and from scheduled duty at the employee's headquarters shall not be considered hours worked.

8.13.2 Travel time to and from scheduled duty away from the employee's headquarters will be considered hours worked based on the most direct and accepted mode of transportation.

8.13.3 Travel time to and from a voluntary overtime assignment shall not be considered hours worked.

8.13.4 Travel time to and from an ordered overtime assignment will be considered hours worked based on the most direct and accepted mode of transportation.

8.13.5 Travel time from one work site to another during scheduled duty or overtime assignments shall be considered hours of work.

8.13.6 Every employee will have one designated headquarters, which will be the single department facility where he/she spends the largest portion of the regular working time or the place he/she returns upon completion of special assignments. If an employee regularly works at several facilities during a continuous shift of more than one day (e.g., relief position) the employee will not receive compensation for driving to work on the first day or returning from work after the last continuous day of work unless either location is greater than 50 miles from the employee's headquarters or primary residence. In such cases, the amount of travel based on the most direct and accepted mode of transportation less the normal commute to/from headquarters will be hours of work.

Section 8.14 Immediate Response Status (IRS)

8.14.1 Fire Emergencies

8.14.1.1 Fire protection employees (Sections 8.1, 8.2 or 8.3) who are assigned to a fire incident outside the assigned duty location will be placed on Immediate Response Status (IRS). While on IRS, employees will be compensated for all hours assigned to the incident from the time of dispatch to the time at which the incident is declared controlled.

8.14.1.2 After the incident is declared controlled, all employees assigned to the incident will be removed from IRS unless specifically ordered to remain on IRS by the incident commander or agency representative.

8.14.1.3 Notwithstanding the above two paragraphs, fire protection employees (Sections 8.1, 8.2 or 8.3) who are assigned to an incident where the state will be fully reimbursed for its costs, will be placed on IRS for the entire time they are assigned to the incident.

8.14.2 Non-Fire Emergencies

8.14.2.1 Fire protection employees (Sections 8.1, 8.2 or 8.3) who are assigned to a non-fire incident outside the assigned duty location may be placed on IRS only when specifically ordered on such status by the incident commander or agency representative.

8.14.2.2 Notwithstanding the above paragraph, when fire protection employees (Sections 8.1, 8.2 or 8.3) who are assigned to an incident for which the Governor has invoked Government Code Section 8625 and issues a Disaster Declaration, will be placed on IRS for the entire time assigned to the incident.

8.14.2.3 When assigned to a non-fire incident, fire protection employees (Sections 8.1, 8.2 & 8.3) will remain on the duty week they were on at the time of assignment.

8.14.3 Incident Related Travel

Travel to and from a single incident and/or travel between a series of incidents to which a fire protection employee is assigned will be considered hours worked. In addition, travel to and from assigned incident accommodations while assigned to an incident will be considered hours worked.

Section 8.15 Performance of Work

8.15.1 It is understood and agreed that no State work or standby shall be performed by employees outside of their assigned duty weeks unless specifically ordered or authorized by the department.

8.15.2 Employees who volunteer for, and are selected or assigned to, an Incident Management Team will not be compensated for off duty time spent waiting to be called. Bargaining Unit 8 employees, who volunteer for assignment to an Incident Management Team pursuant to Section 8.15 Performance of Work of the MOU, are making an irrevocable commitment to remain on the team, if selected, for a period of 2 years. When the original 2-year commitment has expired, the employee may ask to be removed from the team, or may reapply for another 2-year appointment.

Section 8.16 Trading Time

8.16.1 With approval of an appropriate supervisor, or his/her designee the trading of hours between employees may occur without overtime liability to the State.

8.16.2 Such trades shall be deemed:

8.16.2.1 Voluntary by the employees affected;

8.16.2.2 Not at the behest or request of the employer;

8.16.2.3 Not due to the State's business or operational needs;

8.16.2.4 For the employee's desire or need to attend to personal matters.

8.16.3 The trading of time between employees may occur both within the duty week and from one work period to another.

8.16.4 The period during which time is traded and paid back shall not exceed 12 consecutive months or that period allowed by law.

8.16.5 In addition to obtaining approval, the employees affected shall provide a written confirmation of the names, dates, and times pertinent to the particular times traded, to the appropriate supervisor, or his/her designee.

This provision does not exempt the supervisor/employer from maintaining a record of all time traded by his/her employees.

Section 8.17 Early Relief

8.17.1 Early relief (two hours or less) may occur pursuant to employee agreement; either expressed or implied and is unknown to the department. This practice will not have the effect of increasing the number of compensable hours of work where it is voluntary on the part of the employees.

8.17.2 If the practice of early relief is required by the department, the time involved must be added to the employee's tour of duty and treated as compensable time.

Section 8.18 Accrued Leave

8.18.1 The existing methods of converting vacation and sick leave for extended duty weeks shall continue. CTO conversion will continue using existing methods.

8.18.2 For purposes of computing whether overtime is owing, all paid leave taken during the normal duty week will be considered hours worked.

Section 8.19 Call Back

8.19.1 Whenever an employee is called back to work on an assigned day off, he/she shall be granted a minimum of four (4) hours call-back credit unless the call back period is greater than four (4) hours then the employee will be granted the number of hours worked.

8.19.2 If an employee is called back to work and the call back is canceled after he/she has departed their location, he/she shall be granted four (4) hours call back credit.

Section 8.20 Recording of Overtime

All authorized overtime shall be recorded in the appropriate section of the time sheet. CDF FIREFIGHTERS shall be included in discussions and meetings that consider the method of payment of overtime and the planned method of time keeping.

Section 8.21 FLSA Exempt Duty Week

Employees who are covered by the FLSA and are found not to qualify for a full or partial exemption from the overtime provisions of the Act will be covered by Section 8.4.

Section 8.22 ECC Sleep Time

When an ECC employee has actually worked 24 consecutive hard-time hours without sleep, the department will make a reasonable effort to provide five hours of uninterrupted sleep immediately following the hours worked, provided that such sleep occurs during hours otherwise scheduled for duty.

Section 8.23 Rotation of Overtime

8.23.1 The employer agrees to administer the rotation of voluntary overtime assignments in a fair and equitable manner among qualified employees in fire protection classes covered in Section 8.2.

8.23.2 CDF will continue its policy for the administration of voluntary overtime as found in Personnel Procedures Handbook Section 1052.

ARTICLE 9 – VOLUNTARY TRANSFER AND REASSIGNMENTS

Section 9.1 Voluntary Intra-Unit Reassignments

9.1.1 Voluntary intra-unit reassignments are those changes of work location within the geographic boundaries of a ranger unit, including conservation camps.

9.1.2 Persons desiring a reassignment within their ranger unit may submit a request anytime during the year. It will remain valid through the end of the calendar year. It may include up to three locations or specialized assignments.

9.1.3 The unit manager must consider intra-unit reassignment requests before list appointments, reinstatements or transfer requests when filling a vacant position. In choosing among candidates for intra-unit transfer, the deciding official will use objective criteria for selection. A non-selected employee requesting transfer will be informed orally or in writing.

9.1.4 The unit manager may require up to two years' time and satisfactory job performance in the employee's current assignment before accepting a request for reassignment. As with inter-unit transfers, the department may also require completion of the apprenticeship program for affected employees.

9.1.5 When inter-unit transfers, reinstatements or list appointments are being considered for unit vacancies, all valid reassignments requests will be included in the selection process using the voluntary in-class transfer policy (Section 9.2) selection procedure.

Section 9.2 Voluntary In-Class Transfer Policy (Inter-Unit)

9.2.1 The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using such methods as involuntary transfer, reassignment, reinstatement, substantiated hardship, or other selection alternative for reasons such as staff redistribution, affirmative action, special skills, abilities or aptitudes. In addition, the parties recognize that the State must make reinstatements or other mandatory placement of personnel overages.

9.2.2 Without prejudice to these needs, or to the inherent rights of the State to hire, transfer, promote, or demote employees, or the rights of the employee organization as delineated herein, the parties also recognize the desirability of a transfer policy within each department which allows employees the opportunity to express personal preference in the choice of work location.

9.2.3 With respect to any Unit 8 classification vacancy within a department for which there is a transfer request on file, if the State elects to fill the vacancy using existing eligible or promotional lists, it will consider voluntary transfer requests from permanent employees within that department and the civil service eligibility list at the same time to fill the position. The department will evaluate the specific requirements of the position which may exceed the minimum qualifications for the class and may include such objective matters as the ability to speak in public, structural firefighting experience, EMT certification, specialized training and other similar qualifications. The specific qualifications shall be determined by the delegated appointing authority and are not grievable.

9.2.4 The department will evaluate each transfer applicant and the promotional list eligible, using a rating form worth a maximum of 100 points. The rating form may include up to ten factors. One factor will always be based on permanent status in the class or its predecessor. For this factor, the employee will be given one point for every full year of permanent status in the class, up to a maximum of 15 points. Fractions of a point can be given for fractions of a year to the nearest quarter. Fire Captain shall be considered a single class regardless of the incumbent's pay range. Fire Crew Supervisor is a predecessor of the Fire Captain class. The other factors will be rated from one to ten points. At least five factors will be based on the minimum qualifications for the class and up to four may be based on the special qualifications for the vacancy being filled. The aggregate score will be totaled, and the employee with the highest score will be offered the position. In case of a tie, the employee with the greatest seniority in the class for which the vacancy exists shall be offered the position.

9.2.5 Any permanent employee may request consideration for a position through this transfer procedure consistent with the following provisions:

9.2.5.1 The department may require 2 years of service in the employee's current assignment before eligibility for transfer. However, if there is such a requirement it must be made known in the job announcement and in the interview process. Additionally, apprenticeship employees in CDF may not be considered for voluntary transfer until successful completion of their apprenticeship program. An assessment of impact on operational programs, employee's development progress, performance, and other needs of the department and the employee would be key to waiving the length of service requirement.

9.2.5.2 When filling a vacancy, all active transfer requests on file must be evaluated pursuant to this policy. The specific qualifications and objective criteria required to fill the position shall be provided to the applicants at the time they are notified of any interview.

9.2.5.3 Transfer candidates shall be informed of the final selection decision within ten working days of the selection.

9.2.5.4 The department shall utilize an aggregate rating form to assist the unsuccessful employees in improving their qualifications and interview skills. A copy of the form will be forwarded to each candidate with aggregate scores and a summary of narrative comments within 15 days of the final selection.

9.2.5.5 An employee may have up to three active transfer requests on file at any one time for three locations that may be as broad as a region or as narrow as a reporting or ranger unit.

9.2.5.6 Requests for transfers will be valid for the calendar year for which they are submitted. It will be necessary to resubmit transfer requests on or after January 1 of each year.

9.2.5.7 The unit manager or the program manager of the employee's home unit, or headquarters as applicable, has the authority to disapprove transfer requests based on one of the following:

9.2.5.7.1 When a serious impact may result to on-going programs, particularly when several transfer requests from one unit are received simultaneously;

9.2.5.7.2 Employee is on probationary status;

9.2.5.7.3 When documented performance is below standard.

9.2.5.8 Disapproval of a transfer request requires documentation of the specific reasons for disapproval on or attached to the appropriate transfer form. The decision to disapprove a transfer request is grievable through the second level of the grievance procedure.

9.2.5.9 The transfer request, once approved, shall be sent by the employee's unit directly to the unit to which he/she has requested transfer.

9.2.5.10 To encourage cost effectiveness of the transfer policy, the appointing authority may evaluate and select candidates for positions by personal interviews or by resumes only, depending upon the circumstances surrounding a specific position(s). Interviews may be conducted by telephone.

9.2.5.11 Transfer approvals shall be at the same level as the delegated appointing authority.

9.2.5.12 Moving costs for voluntary transfers shall be borne by the employee. Travel and subsistence costs associated with any transfer interview shall be borne by the employee.

9.2.5.13 This transfer policy shall not apply to reassignments within a reporting/ranger unit or conservation camp within the geographical boundaries of a ranger unit.

9.2.5.14 A hardship transfer request once approved by the employee's Regional Chief shall be honored with the first position in the unit requested which is being filled on a permanent basis. Approval shall not be unreasonably withheld.

ARTICLE 10 – LEAVES

Section 10.1 Holiday Policy

10.1.1 Each calendar year Unit 8 employees shall be entitled to floating holidays with pay, all of which are in lieu of those pre-existing holidays listed below, which are in addition to any other official State holidays as proclaimed and appointed by the Governor, or as created by statute for State employees. These holidays shall be accrued on the day of the pre-existing holiday. The pre-existing holidays are: January 1, the third Monday in January, the third Monday in February, Cesar Chavez Day, the last Monday in May, July 4, the first Monday in September, Veterans Day, Thanksgiving Day, the day after Thanksgiving, December 25, and one personal holiday per calendar year, credited on January 1st.

10.1.2 If the location at which an employee is assigned to work is closed for business on a pre-existing holiday, the employee may be required to take the day off by his/her supervisor. Whenever an employee is required to take the day off, he/she may use any type of leave credit, following the appropriate guidelines as established for the particular type of leave.

10.1.3 Employees shall request their holiday time-off in advance and shall be allowed to take such holiday time-off in accordance with the vacation scheduling policy (Section 10.2) of this agreement. Holidays shall be taken in whole day increments except when additional hours are needed to meet the pay period requirement. After December 31, 2001, no more than six (6) holidays shall be carried over to the next calendar year. Excess carry-over will be treated as in the Vacation Policy.

10.1.4 Non-permanent employees shall accrue a personal holiday at the completion of every six (6) qualifying pay periods. Notwithstanding the above, no employee may accrue more than one (1) personal holiday in any 12 consecutive pay periods.

Management may at its discretion, with a minimum of 24 hours notice, require a seasonal employee to use one or more of his/her personal holidays.

10.1.5 Holidays as used in this section are 10-hour days based on the 40-hour clock. For purposes of calculating the amount to be paid when cashing out a holiday, the following formula will be used.

((Monthly Salary / 4.33)/40) X 10 = 1 day of holiday pay

10.1.6 Employees may at their option cash out up to 4 holidays per fiscal year, provided that the Reporting Unit determines that it has the funds available to fund the cash-out. Holiday cash-out shall be done in a fair and equitable manner.

10.1.7 Notwithstanding the above, the holiday time off credits shall be earned at the same level as that existing as of January 1, 2008.

Section 10.2 Vacation Policy/Annual Leave Use Policy

10.2.1 Introduction: The intent of this section is to provide guidelines to managers and employees for scheduling vacations and annual leave during the entire year, including the summer period.

10.2.2 Length of Vacation/Annual Leave: Each employee shall be allowed a minimum of two weeks (14 consecutive calendar days) annually, providing he or she has sufficient vacation/annual leave credits to cover the period of absence. While the employee can bid a minimum of two weeks, he/she shall be able to bid the maximum amount of leave credits that he/she will accrue in the following calendar year. Extended vacations/annual leave may be granted by management provided that the scheduling falls within these guidelines.

10.2.2.1 The employee is responsible to ensure that he/she will have available the leave credits for use during the bid period(s).

10.2.3 Scheduling: The unit manager is responsible for establishing an annual vacation/annual leave schedule by January 1 based upon written requests from employees within the unit. Requests should be received before October 31st of each calendar year for the next year. The unit manager may delegate this responsibility to any level of the organization (battalion, station, camps, etc.) or may develop schedules based on geography (north half of units, etc.) or on program (Schedule A, Schedule B, etc.) or on any reasonable objective basis the manager chooses. Consistent with the guidelines set below, departmental seniority shall prevail in case of conflict.

10.2.4 Management shall follow these vacation/annual leave scheduling guidelines:

10.2.4.1 A balance of experienced personnel will be maintained at all times and no reduction in post coverage will occur as a result of the vacation/annual leave schedule.

10.2.4.2 No reduction in the work force required for planned projects will occur.

10.2.4.3 A reasonable and balanced number of personnel qualified for large fire staff assignments shall be available.

10.2.4.4 A reasonable amount of overtime may be accumulated as a result of vacation/annual leave scheduling.

10.2.4.5 Vacation schedules shall be devised to avoid employees exceeding the maximum allowable vacation/annual leave credits carried over each calendar year.

10.2.4.6 Employee's vacation/annual leave shall include his/her normal days off, before, during, and after the scheduled vacation/annual leave days.

10.2.4.7 Employees may submit vacation/annual leave requests after October 31 for the next calendar year, on a first come, first serve basis.

10.2.5 Changes in Vacation/Annual leave Schedule

10.2.5.1 Once scheduled, an employee's vacation/annual leave will not be changed without mutual consent of the employee except during a declared state of emergency.

10.2.5.2 Employees shall not trade vacation/annual leave periods with other employees without prior approval of the unit manager or designee.

10.2.5.3 The employee may cancel a scheduled vacation/annual leave with prior approval of the unit manager, providing that the unit manager can reschedule the employee's vacation/annual leave, commensurate with vacation/annual leave scheduling guidelines.

10.2.5.4 An employee who voluntarily transfers or promotes to a different administrative unit shall not be entitled to previously approved vacation as a matter of right. An employee may re-request leave consistent with MOU Section 10.2.4.7.

10.2.6 Carry-Over

10.2.6.1 If the employee has made reasonable efforts to use vacation/annual leave credits throughout the year, and those requests have been denied by the unit manager, the employee may carry-over any excess beyond the prescribed annual maximum between calendar years. He/she will file a request for the use of the excess carry-over prior to February 1. The request will be for use prior to June 1. Such request shall not be unreasonably denied.

10.2.6.2 If an employee has vacation/annual leave credits beyond the carry-over amount and the employee is not subject to subsection 10.2.6.1 above, the department will require use of the excess vacation by March 1.

Section 10.3 Vacation/Annual Leave Program

Employees may elect to enroll in either the vacation and sick leave program or the annual leave program. Employees may elect to enroll in either program at

any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from the date of enrollment. Effective July 1, 2002 the employee may elect to enroll in the other program after 12 months has elapsed from the date of enrollment; this 12 month cycle shall continue. The effective date of election shall be the first day of the pay period in which the election is received by the appointing power.

10.3.1 Vacation Program

10.3.1.1 All full time Unit 8 employees shall receive vacation leave credit in accordance with DPA Rule 599.739 per the following schedule:

1 month to 3 years	08 hours per month
37 months to 10 years	11 hours per month
121 months to 15 years	13 hours per month
181 months to 20 years	14 hours per month
Over 20 years	15 hours per month

However, notwithstanding the above, on the first day of the August and February pay periods of each year Bargaining 8 employees shall accrue vacation pursuant to the following schedule:

August Pay Period:

1 month to 3 years	06 hours per month
37 months to 10 years	09 hours per month
121 months to 15 years	11 hours per month
181 months to 20 years	12 hours per month
Over 20 years	13 hours per month

For each employee in Bargaining Unit 8 on the first day of the August pay period the employer shall credit the union's Release Time Bank (Section 2.7 herein) two hours.

February Pay Period:

1 month to 3 years	07 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
Over 20 years	14 hours per month

For each employee in Bargaining Unit 8 on the first day of the February pay period the employer shall credit the union's Release Time Bank (Section 2.7 herein) one hour.

Notwithstanding the above, with 45 days advance written notice from the Union, the Union may increase the accrual for either month for employees in

classifications identified by the Union of one or two hours per month accrual for the month of August or one hour for the month of February. The credit by the employer to the union's Release Time Bank shall be reduced accordingly. This paragraph contemplates the possibility that the accrual might increase for some classes but not all. Furthermore, the written notice described above shall be effective only for the particular month and year identified in the notice.

10.3.1.2 Breaks in employment of more than 11 workdays in one pay period, including unpaid leaves of absences, shall not be counted for vacation leave purposes set forth under subsection 10.3.1.1 above.

10.3.1.3 Employees who work less than full-time shall receive vacation leave credit in accordance with the vacation leave accrual schedule in subsection 10.3.1.1 above, when total accumulated employment equals one month of full-time employment.

10.3.1.4 Employees who work on an intermittent basis shall receive vacation leave credit in accordance with the vacation leave accrual schedule in item 1 above, on the basis of 160 hours of employment time equals one month of full-time employment. Any hours worked over 160 hours in a monthly pay period shall not be counted towards vacation leave accrual.

10.3.1.5 If an employee does not use all of the vacation leave credits that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation leave credits to the following calendar year to a maximum of 640 hours. A Department head or designee may permit an employee to carry over more than 640 hours of accrued vacation leave credits if the employee was unable to reduce his/her accrued vacation leave credits because the employee (1) was required to work as a result of fire, flood, or other extensive emergency, (2) was assigned work of priority or critical nature over an extended period of time, (3) was absent on full salary for a compensable injury, (4) was prevented by Department regulations from taking vacation until December 31 because of sick leave, or (5) was on jury duty.

10.3.2 Annual Leave Program

10.3.2.1 All full time Unit 8 employees shall receive annual leave credit in lieu of the vacation and sick leave credits in accordance with the following schedule:

1 month to 3 years	12 hours per month
37 months to 10 years	15 hours per month
121 months to 15 years	17 hours per month
181 months to 20 years	18 hours per month
Over 20 years	19 hours per month

However, notwithstanding the above, on the first day of the August and February pay periods of each year Bargaining 8 employees shall accrue annual leave credits pursuant to the following schedule:

August Pay Period:

1 month to 3 years	10 hours per month

37 months to 10 years	13 hours per month
121 months to 15 years	15 hours per month
181 months to 20 years	16 hours per month
Over 20 years	17 hours per month

For each employee in Bargaining Unit 8 on the first day of the August pay period the employer shall credit the union's Release Time Bank (Section 2.7 herein) two hours.

February Pay Period:

1 month to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
Over 20 years	18 hours per month

For each employee in Bargaining Unit 8 on the first day of the February pay period the employer shall credit the union's Release Time Bank (Section 2.7 herein) one hour.

Notwithstanding the above, with 45 days advance written notice from the Union, the Union may increase the accrual for either month for employees in classifications identified by the Union of one or two hours per month accrual for the month of August or one hour for the month of February. The credit by the employer to the union's Release Time Bank shall be reduced accordingly. This paragraph contemplates the possibility that the accrual might increase for some classes but not all. Furthermore, the written notice described above shall be effective only for the particular month and year identified in the notice.

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA rules. Employees shall have the continued use of any accrued sick leave, in accordance with applicable laws, rules, or memorandum of understanding.

All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.

10.3.2.2 A full-time employee who has 11 or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA 599.608 and 599.609.

Absences from State service resulting from a temporary or permanent separation for more than 11 consecutive days, which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

10.3.2.3 Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.

10.3.2.4 If an employee does not use all of the annual leave credits that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of 640 hours. A Department head or designee may permit an employee to carry over more than 640 hours of accrued annual leave credits if the employee was unable to reduce his/her accrued annual leave credits because the employee (1) was required to work as a result of fire, flood, or other extensive emergency, (2) was assigned work of priority or critical nature over an extended period of time, (3) was absent on full salary for a compensable injury, (4) was prevented by Department regulations from taking vacation until December 31 because of sick leave, or (5) was on jury duty.

10.3.2.5 Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Section(s) 10.4 Sick Leave and 10.5 Family Leave, of this Agreement.

10.3.2.6 The enhanced non-industrial disability insurance (ENDI) in Section 10.9.2 applies only to those in the annual leave program described above in this Section. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).

10.3.3 Upon termination from State employment, the employee shall be paid for unused credits and all unused vacation or annual leave time.

10.3.4 See Section 10.17 Personal Leave Program for cash out provisions.

Section 10.4 Sick Leave

10.4.1 As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:

10.4.1.1 Illness or injury, including illness or injury relating to pregnancy.

10.4.1.2 Exposure to a contagious disease, which is determined by a physician to require absence from work.

10.4.1.3 Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.

10.4.2 On the first day of the monthly pay period following completion of each monthly pay period of service, each full-time employee in Bargaining Unit 8 shall earn eight (8) hours of credit for sick leave with pay. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn full sick leave credit. Absences from State service resulting from a temporary or permanent separation of more than eleven (11) consecutive working days which fall between two consecutive qualifying pay periods shall disqualify the second pay period.

10.4.3 Credit for less than full-time employees shall be computed as follows:

10.4.3.1 Intermittent Employees. On the first day of the monthly pay period following completion of each period of 160 hours or 20 days of paid employment, each intermittent employee in Bargaining Unit 8 shall be allowed one day of credit for sick leave with pay. The hours or days worked in excess of 160 hours or 20 days in a monthly pay period shall not be counted or accumulated.

10.4.3.2 Part-Time Employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee in Bargaining Unit 8 shall be allowed, on a pro rata basis, the fractional part of 8 hours of credit for sick leave with pay.

10.4.3.2.1 An employee holding a position, in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.

10.4.3.2.2 Where an employee holds two or more "less than full-time positions", the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.

10.4.4 The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may reasonably require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. If the evidence is not adequate, the request for sick leave may be disapproved.

10.4.5 For employees in Bargaining Unit 8, sick leave shall be charged for the first day's usage of sick leave in a pay period (or work period at the department's option) at a rate of eight hours. The existing conversion factors for sick leave usage shall apply from the first day when a second day of sick leave is used. For example, day one on a 72-hour continuous duty week is a total of eight hours, day two is a total of 27 hours, and day three is a total of 40 hours.

10.4.6 All hours/days used in this Section are based on a 40-hour clock with conversion to extended duty weeks where applicable.

10.4.7 In lieu of sick leave credits, any employee who has been subject to the Annual Leave Program and who is appointed (this includes, but is not limited to reinstatement, transfer, promotion, and demotion), in a position in Bargaining Unit 8 shall continue to be subject to the Annual Leave Program and Section 10.9.2 Enhanced Non-industrial Disability Insurance provisions of this MOU.

Section 10.5 Family Sick Leave

10.5.1 An employee may use up to two duty weeks (80 hours on the 40-hour clock) of his/her sick leave per occurrence for required care of a family member who is ill or unable to care for self. The employee shall provide substantiation of the illness if so requested by his/her supervisor.

10.5.2 For purposes of this provision, family member is defined as the employee's parent, step-parent, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, adopted child, or any person residing in the employee's immediate household.

Section 10.6 Bereavement Leave

10.6.1 A department head or designee shall authorize bereavement leave with pay for a full-time State employee due to the death of his/her parent, stepparent, spouse, child, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to one duty shift per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

10.6.2 A department head or designee shall authorize bereavement leave with pay for a full-time employee due to the death of grandchild, grandparent, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to one duty shift in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

10.6.3 If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave, annual leave, vacation, or CTO. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay.

10.6.4 Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in 10.6.1 or 10.6.2 above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.

10.6.5 Notwithstanding the above, fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base.

Section 10.7 Catastrophic Time Donations

10.7.1 Injury or Illness

Because of the unique nature of Unit 8 employees' work, when requested by a CDF FIREFIGHTERS State officer, the department Director or designee may approve the transfer of CTO, vacation, or holiday leave credit from one or more Unit 8 employees to another Unit 8 employee under the following conditions:

10.7.1.1 Eligibility shall be based on financial hardship due to injury or prolonged illness;

10.7.1.2 The receiving employee has exhausted all leave credits;

10.7.1.3 Such aid is for a maximum of twelve (12) continuous months for any one illness or injury;

10.7.1.4 Leave credits provided to the receiving employee shall be sufficient to ensure a maximum of regular compensation including State-administered disability benefits;

10.7.1.5 Donations must be in whole-day increments and will be made in writing to the appropriate Unit manager and signed by the donating employee;

10.7.1.6 If employees in two or more departments are involved, the Director or designee in each department must support the request;

10.7.1.7 Approval shall not unreasonably be withheld.

10.7.2 Natural Disaster

Upon request of an employee and upon approval of a Department Director or designee, leave credits (CTO, vacation, and/or holiday) may be transferred from one or more employees to another employee, in accordance with department policies, under the following conditions:

10.7.2.1 Sick leave credits cannot be transferred;

10.7.2.2 When the receiving employee faces financial hardship due to the effect of a natural disaster on the employee's principal residence;

10.7.2.3 The receiving employee has exhausted all vacation, annual leave, or CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;

10.7.2.4 The donations must be whole day increments and credited as vacation or annual leave;

10.7.2.5 Transfer of annual leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;

10.7.2.6 The total leave credits received by the employee shall normally not exceed three (3) months: however, if approved by the appointing authority, the total leave credits received may be six (6) months;

10.7.2.7 Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department.

Section 10.8 Enhanced Industrial Disability Leave (EIDL)

10.8.1 A Bargaining Unit 8 employee who loses the ability to work for more than 22 workdays on the 40-hour clock as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused in the course of responding to, returning from, or fighting an active fire as defined in PRC 4103, 4104, 4170, and 4170.5.

10.8.2 The EIDL benefit will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury or the injury is declared permanent and stationary. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax and the employee's retirement contribution has been deducted from the employee's gross salary.

10.8.3 EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the fire, inmate assaults and emergency medical responses as determined by the Department director or designee.

10.8.4 The final decision as to whether or not an employee is eligible for, or continues to be eligible for EIDL shall rest with the Department director or designee. The Department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

10.8.5 Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

10.8.6 On behalf of a Bargaining Unit 8 employee who loses the ability to work for more than 22 workdays on the 40-hour clock as the result on an injury which occurred in the official performance of his/her duties in response to an emergency incident other than fire, CDF FIREFIGHTERS may petition the Director or his/her designee to request the employee to be eligible for EIDL.

10.8.7 Notwithstanding the above one (1) year limitation, Unit 8 employees with burn-related injuries arising out of and in the course of state employment shall be eligible for the benefits of this Section for a period of three years from the first day of disability, as described herein.

10.8.8 This section relating to EIDL will not be subject to the arbitration procedure of this MOU, and the last step of the grievance procedure will be the Director of CDF.

Section 10.9 Non-Industrial Disability Leave

10.9.1 Non-industrial Disability Insurance

10.9.1.1 Non-industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

10.9.1.2 For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60% of their full pay, not to exceed $135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays.

10.9.1.3 The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home for at least one full day. A full day is defined as a 24-hour period.

10.9.1.4 If the employee elects to use vacation, annual leave, personal leave or sick leave credits prior to receiving NDI payments, he or she is not required to exhaust the accrued leave balance.

10.9.1.5 Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.

10.9.1.6 In accordance with the State's "return to work' policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100% of their regular "full pay". This does not qualify the employee for a new disability period under 10.9.1.2 of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

10.9.1.7 If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.

10.9.1.8 Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

10.9.1.9 All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.

10.9.1.10 Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.

10.9.1.11 All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.

10.9.2 Enhanced Non-Industrial Disability Insurance - Annual Leave

10.9.2.1 This ENDI provision is only applicable to employees participating in the annual leave program referenced in Section 10.3.2.

10.9.2.2 Enhanced Non-Industrial Disability Insurance (ENDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

10.9.2.3 For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% of their gross salary payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

10.9.2.4 The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one full day. A full day is defined as a 24-hour period.

10.9.2.5 If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payment, he or she is not required to exhaust the accrued leave balance.

10.9.2.6 Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.

10.9.2.7 In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the ENDI benefit will not exceed 100% of their regular "full pay". This does not qualify the employee for a new disability period under subsection 10.9.2.3 of this Article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

10.9.2.8 If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program ENDI benefits will be terminated effective the date of the offer.

10.9.2.9 Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a fulltime employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

10.9.2.10 All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.

10.9.2.11 Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.

10.9.2.12 All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

10.9.2.13 Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.

10.9.2.14 Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in subsection 10.9.1 and such benefits are limited to $135 per week.

Section 10.10 Jury Duty

10.10.1 An employee shall be allowed such time off with pay as is required in connection with involuntary jury duty provided, however, that payment shall be made for such time off only upon remittance to the State of full jury fees except for any travel reimbursement received.

10.10.2 An employee shall notify his/her supervisor as soon as possible upon receiving notice of jury duty.

10.10.3 If an employee uses accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.

10.10.4 If an employee is released from jury duty on a normal scheduled duty day and he/she has not yet been selected to serve on a jury and/or the jury is not working, the employee shall contact his/her supervisor for an assignment for the remainder of the duty day or use leave credits to remain off duty. A supervisor will not unreasonably require an assignment. If the supervisor does not require an assignment for the remaining portion of the day, no leave credits need be used. The work assignment will not prevent an employee from reporting back to jury duty.

Section 10.11 Subpoenaed Witnesses

10.11.1 Any Unit 8 employee subpoenaed, or ordered by the employer to appear, as a witness by virtue of his/her State employment shall be considered to be on duty. Any fees collected for such appearance shall be turned over to the State. The provisions of this Section do not apply if the employee is a party to the proceeding unless ordered by the employer or the employer is also a party and is aligned on the same side as the employee.

10.11.2 Reasonable advance notice to the employee's supervisor shall be provided by the employee or by CDF FIREFIGHTERS prior to the requested witness appearance.

Section 10.12 Parental Leave

The Director or his/her designee shall grant a permanent employee's request for an unpaid leave of absence for purposes of pregnancy, adoption or childcare for

a period not to exceed one year. The employee shall provide substantiation to support the employee's request for parental leave.

Section 10.13 Unpaid Leave of Absence

The department Director or his/her designee may grant an unpaid leave of absence for a period not to exceed one year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.

Section 10.14 Unpaid Leave Benefits

Any employee on an unpaid leave of absence may continue his/her health, dental, or vision benefits while on leave, at the group rate by paying for such benefits. The employee will comply with regulations and requirements of the Controller regarding such payment. The total cost will be borne by the employee.

Section 10.15 Loss of Benefits

For all non-permanent employees, sick leave and vacation credits earned shall not be forfeited by a break in service unless such break exceeds twelve calendar months.

Section 10.16 Accumulation and Maintenance of CTO Credit

An employee shall be permitted to maintain CTO credit beyond one year from the time it was earned.

Section 10.17 Personal Leave Program (PLP)

10.17.1 The employer agrees that, for those employees who have earned PLP credits prior to July 1, 2003, and retain balances from those earnings, those PLP balances will be carried as a separate leave balance until:

10.17.1.1 The employee opts to use the leave credits for a paid absence(s) in accordance with the Department's vacation policy, or

10.17.1.2 The employee retires and/or leaves State service and the PLP credits are liquidated.

10.17.2 Effective July 1, 2003, the State shall implement a PLP for all Unit 8 employees. This program shall remain in effect for 12 Pay Periods from July 1, 2003, through June 30, 2004. Commencing July 1, 2004, employees may voluntarily participate in this PLP on a continuing basis. While participating in the PLP, the employee's monthly salary shall be reduced by 5%.

10.17.2.1 Each full-time employee subject to subsection 10.17.2.3 below shall be credited with one (1) PLP credit per month.

10.17.2.2 Requests to use PLP credits shall be made in the same manner as requests to use Holiday credits. Use of PLP credits shall be the same as the use of holiday credits. Requests to use PLP credits must be submitted in accordance with departmental policies on Holidays. Employees may not be required to use PLP credits.

10.17.2.3 Salary ranges and rates shall be consistent with Section 17.2 and 17.3 of this agreement. Each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay as described in 10.17.2 above.

10.17.2.4 A State employee in the PLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the PLP not occurred.

10.17.2.5 The PLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.

10.17.2.6 The PLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.

10.17.2.7 Part-time or intermittent employees shall be subject to the same conditions as stated above, on a pro-rated basis.

10.17.2.8 The PLP shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

10.17.2.9 Employees on ENDI, EIDL, NDI, IDL or Worker's Compensation for the entire monthly pay period shall be excluded from the PLP for that month. Such operation will not extend the 12 pay periods for the employee.

10.17.2.10 Employees with less than twelve months in the PLP may choose to opt out of the PLP between August 1, 2010 and October 31, 2010. Employees with the twelve months may opt out any time. This shall not alter their rights under Section 10.17.2. Opting out is prospective only, not retroactive.

.

Section 10.18 Military Leave

The State employer will continue to adhere to the requirements of the California Military and Veterans code and applicable federal law, in regard to Military Leave, and will distribute the State Personnel Board guide concerning the same, to all administrative units.

Section 10.19 Paid Time Off, Precinct Election Board

With prior approval from the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA Rule 599.930, an employee may be granted time off for public service as a member of a Precinct Election Board.

The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

ARTICLE 11 – HEALTH AND WELFARE

Section 11.1 Consolidated Benefits (CoBen) Program

11.1.1 Consolidated Program Description

11.1.1.1 CoBen Allowance

11.1.1.1.1 Effective January 1, 2004, the State agrees to pay the following contribution for the Consolidated Benefits (CoBen) allowance. The CoBen allowance is a composite contribution for health, dental, and vision benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS and/or a dental plan administered or approved by DPA. Employees will continue to be automatically enrolled in the vision program.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth of the month.

Health Benefits

Effective January 1, 2004 through December 31, 2005, the employer health benefits contribution for each employee shall be an amount equal to 80 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service employee enrollments, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service employee enrollments, excluding family members, during the previous benefit year.

Effective January 1, 2006, the employer health benefits contribution for each employee shall be an amount equal to 85 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service employee enrollments, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service employee enrollments, excluding family members, during the previous benefit year.

11.1.1.2 Description of the Composite Rate Program

Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's contribution will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to pay the following:

11.1.1.2.1 If the employee is enrolled in both a health plan administered or approved by PERS and a dental plan administered or approved by DPA, the health benfit enrollment party code will determine the amount of the contribution.

11.1.1.2.2 If the employee declines a health benefit plan which is administered or approved by PERS and certifies health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.

11.1.1.2.3 If the employee elects not to enroll in a health plan administered or approved by PERS and in a dental plan administered or approved by DPA and certifies health and dental coverage from other sources, the employee will receive $155 in taxable cash per month. This cash shall be in lieu of the cash option currently available under the FlexElect Program. It will not be necessary for the employee to enroll in the FlexElect Program to receive this cash payment nor will it be necessary for the employee to pay the $1.00 administrative fee to receive the payment. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage.

11.1.1.1.1.1 The State shall pay $222.00 per month for an employee.

11.1.1.1.1.2 The State shall pay $427.00 per month employee plus one dependent.

11.1.1.1.1.3 The State shall pay $563.00 per month for employee plus two or more dependents.

11.1.1.1.2 Effective on or after January 1, 2002 through December 31, 2002, the State agrees to pay a composite contribution for health, dental, and vision benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS and/or a dental plan administered or approved by DPA. Employees will continue to be automatically enrolled in vision.

11.1.1.1.2.1 The State shall pay $230.00 per month for coverage of an eligible employee.

11.1.1.1.2.2 The State shall pay $443.00 per month for coverage of an eligible employee plus one dependent.

11.1.1.1.2.3 The State shall pay $584.00 per month for coverage of an eligible employee plus two or more dependents.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth of the month.

11.1.1.1.3 Effective January 1, 2003, the State agrees to pay the following contribution for consolidated benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.

11.1.1.1.3.1 The State shall pay $230.00 per month for coverage of an eligible employee, plus 2/3 of the January 1, 2003 CalPERS HMO, Single-party (employee only) weighted average premium increase.

11.1.1.1.3.2 The State shall pay $443.00 per month for coverage of an eligible employee plus one dependent, plus 2/3 of the January 1, 2003 CalPERS HMO, two-party (employee plus dependent) weighted average premium increase.

11.1.1.1.3.3 The State shall pay $584.00 per month for coverage of an eligible employee plus two or more dependents, plus 2/3 of the January 1, 2003 CalPERS HMO, three-party (employee plus two dependents or more) weighted average premium increase.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth of the month.

11.1.1.2 Description of the Composite Rate Program

Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's contribution will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to pay the following:

11.1.1.2.1 If the employee is enrolled in both a health plan administered or approved by PERS and a dental plan administered or approved by DPA, the health benefit enrollment party code will determine the amount of the contribution.

11.1.1.2.2 If the employee declines a health benefit plan which is administered or approved by PERS and certifies health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.

11.1.1.2.3 If the employee elects not to enroll in a health plan administered or approved by PERS and in a dental plan administered or approved by DPA and certifies health and dental coverage from other sources, the employee will receive $155 in taxable cash per month. This cash shall be in lieu of the cash option currently available under the FlexElect Program. It will not be necessary for the employee to enroll in the FlexElect Program to receive this cash payment nor will it be necessary for the employee to pay the $1.00 administrative fee to receive the payment. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage.

11.1.1.2.4 If the employee elects not to enroll in a health plan administered or approved by PERS and certifies health coverage from another source, but enrolls in a dental plan administered or approved by DPA, the employee may receive the difference between the applicable composite contribution and the cost of the dental plan selected and vision benefits, not to exceed $130 per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage.

11.1.1.2.5 If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum contribution as set forth above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash. If the employee wishes to place this amount in a pretax medical and/or dependent care reimbursement account, he/she must enroll in the FlexElect Program and make the election for pretax contributions subject to the rules and requirements of that program.

11.1.2 Health Benefits

11.1.2.1 Employee Eligibility

11.1.2.1.1 For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

11.1.2.1.2 The union agrees to support legislation to repeal subsection (b)(4) from Section 22754.

11.1.2.1.3 Permanent Intermittent Employees

11.1.2.1.3.1 Initial Eligibility – A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two Control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within SC days from the end of the qualifying control period.

11.1.2.1.3.2 Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

11.1.2.2 Family Member Eligibility

11.1.2.2.1 For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act.

11.1.2.2.2 The Union agrees to support legislation to repeal Sections 22754.11 and 22754.5 relating to family member eligibility.

11.1.2.3 Technical Clean Up To Health Benefit Vesting Language

The Union agrees to support legislation to amend Section 22825.3 to read as follows:

(a) Notwithstanding Sections 22825, 22825.1, and 22825.2, state employees who become state members of the Public Employees' Retirement System after January 1,1989, and who are included in the definition of state employee in subdivision (c) of Section 3513 shall not receive any portion of the employer's contribution payable for annuitants, pursuant to Section 22825.1, unless these employees are credited with 10 years of state service as defined by this section, at the time of retirement.

(b) Notwithstanding Sections 22825, 22825.1 and 22825.2, a state employee who became a state member of the Public Employees' Retirement System after January 1,1990, and is either (1) excluded from the definition of state employee in subdivision (c) of Section 3513; or (2) a non elected officer or employee of the executive branch of government who is not a member of the civil service, shall not receive any portion of the employer's contribution payable for annuitants, pursuant to Section 22825.1, unless the employee is credited with 10 years of state service as defined by this section, at the time of retirement.

(c) The percentage of employer contribution payable for postretirement health benefits for an employee subject to this section shall be based on the member's completed years of state service at retirement as shown in the following table:

CREDITED YEARS OF SERVICE	PERCENTAGE OF EMPLOYERCONTRIBUTION
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

(d) This section shall only apply to state employees who retire for service.

(e) Benefits provided to an employee subject to this shall be applicable to all future state service.

(f) For purposes of this section, "state service" shall mean service rendered as an employee or an appointed or elected officer of the state for compensation. In those cases where the state assumes or has assumed from a public agency a function and the related personnel, service rendered by that personnel for compensation as employees or appointed or elected officers of that local public agency shall not be credited, at retirement, as state service for the purposes of this section, unless the former employer has paid or agreed to pay the state agency the amount actuarially determined to equal the cost for any employee health benefits which were vested at the time that the function and the related personnel were assumed by the state. For noncontracting local public agencies the state department shall certify the completed years of local agency service to be credited to the employee to the Pubic Employees' Retirement System at the time of separation for retirement.

(g) Whenever the state contracts to assume a local public agency function, completed years of service rendered by the personnel for compensation as employees or appointed or elected officers of the local public agency shall be credited as state service only upon a finding by the Department of Finance that the contract contains a benefit factor sufficient to reimburse the state for the amount necessary to fully compensate the state for postretirement health benefit costs for those personnel.

(h) This section shall not apply to employees of the California State University or the Legislature.

11.1.3 Dental Benefits

11.1.3.1 Contribution

11.1.3.1.1 The employer contribution for dental shall be included in the Consolidated Benefits allowance as specified in Section 11.1.1.1.1 of this agreement.

11.1.3.1.2 The employee will pay any premium amount for the dental plan in excess of the State's contribution except that the employee's share of the cost shall not exceed 25% of the total premium.

11.1.3.1.3 The State agrees that $26,299.97 remaining in the Delta Dental Surplus Account shall be applied to the employees' share of any rate increases incurred in the dental indemnity program during the plan year ending December 3, 1999. If no rate increase occurs, then said amount shall be applied to the employees' share of any dental benefit rate increase occurring during the plan year ending December 31, 2000. The Union agrees that this is a full and final settlement and release of all known and unknown disputes, claims, injuries, debts, or damages relating to Delta Dental premiums deducted under the terms of the 1992-1995 collective bargaining agreement and for that time period only.

11.1.3.2 Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsection 11.1.2.

11.1.3.3 Family Member Eligibility

Family member eligibility for dental benefits will be the same as that prescribed for health benefits under subsection 11.1.2.

11.1.4 Vision Benefit

11.1.4.1 Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of $10 for the comprehensive annual eye examination and $25 for materials. The employer contribution for the vision benefit shall be included in the Consolidated Benefits allowance as specified in Section 11.1.1.1.1 of this agreement.

11.1.4.2 Employee Eligibility

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under subsection 11.1.2.

11.1.4.3 Family Member Eligibility

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under subsection 11.1.2.

11.1.5 Pre-retirement Death Continuation of Benefits Proposal

The union agrees to support legislation that would add Government Code Section 19849.15

19849.15. Notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not exceed 120 days beginning in the month of the employee's death. The surviving spouse, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the

California Public Employees' Retirement System. The surviving spouse shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

11.1.6 Workplace Violence Prevention

11.1.6.1 In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement "Workplace Violence Prevention" policies and programs.

11.1.6.2 The State agrees to develop a model Workplace Violence Prevention Program and make the program available to all departments.

11.1.6.3 The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

11.1.7 Health Benefit Contributions and Co-Payment Increases

The parties agree to work cooperatively with CalPERS and the health plans to control premium increases. One method to control premiums would be to incorporate higher co-payments into the health plans as soon as possible. Any premium savings that result from these co-payments changes will be used to offset employee out of pocket premium costs.

Section 11.2 Rural Health Care Equity Program

Should future legislation be chaptered that provides funding for the RHCEP, the State agrees to meet and confer to discuss implementation of the legislation.

Section 11.3 Employee Assistance Program

11.3.1 The State will make psychological and substance abuse counseling services available for the term of this MOU.

11.3.2 The unit manager may refer an employee for psychological and/or substance abuse counseling if there is cause to believe that such problems are interfering with job performance or potentially affecting the safety of any employee or the public. Such services may be obtained at no cost to CDF employees through the program described above if the employee has not otherwise exhausted his coverage.

11.3.3 The employee voluntarily participating in counseling services may do so through the use of approved sick leave when absent from work. Those employees who are formally referred by a supervisor to counseling shall do so on State time for the first visit. Any subsequent visits are at the employee's option.

11.3.4 Employees who are formally referred by a supervisor may be required to provide substantiation of counseling visits. However, doctor-patient privileges shall be maintained.

11.3.5 During the term of this Agreement, there will be no change in the level of benefits.

Section 11.4 Staff Assistance

11.4.1 The Department will name a resource person(s) in the Sacramento office, to answer inquiries and resolve problems from all Unit 8 Employees. That person will serve to facilitate the resolution of concerns employees may have, either in the Department or with other departments and/or agencies, relative to worker's compensation, retirement, or disability matters.

11.4.2 The Department shall distribute to all new employees (including seasonals) an information kit mutually drafted by the parties, but containing, as a minimum, information on dental plan enrollment, health plan enrollment, "fair share fee" and CDF FIREFIGHTERS duties, activities and membership, psychological counseling, sick leave and vacation benefits.

Section 11.5 Limited Duty Assignments

There shall be no discrimination between males and females in the granting of limited duty assignments nor the positions to which people should be assigned.

11.5.1 Limited duty may be available as otherwise described in this section for Unit 8 employees who, because of a temporary disability, injury, illness or other physical condition, are temporarily unable to perform the full range of duties of their classification. Limited duty is typically an assignment requiring other than the full range of duties for the employee's classification or current assignment. The parties agree that all cases of on the job illness, injury, or temporary disability require return to work as soon as is medically feasible.

11.5.2 Limited duty is not intended for those with permanent and stationary physical conditions which preclude performance of duties associated with their classification. It is also not intended for those with temporary conditions which can reasonably be expected to last longer than 60 days. The condition of pregnancy shall not be included in this limitation.

11.5.3 Limited duty assignments shall be provided or required when the department determines that productive work is available given:

11.5.3.1 Safety, operational and budgetary considerations; (e.g., crew strength and safety, critical program goals, excessive overtime);

11.5.3.2 The impact on other employees (e.g., mandatory overtime or forced geographic reassignment); and/or,

11.5.3.3 A clear prognosis for improvement which will allow return to full duty upon completion of the limited duty assignment.

11.5.4 Limited duty assignments will typically be for up to 60 days except for pregnancy, but may be more depending on subsection 11.5.3 above. Such assignments may also last for a shorter period of time particularly when an employee recuperates and can resume the full range of duties.

11.5.5 Priority may be given to those with work incurred injuries, illnesses or disabilities caused by pregnancy. That means employees on limited duty for non-work incurred physical conditions could have their limited duty status adjusted to accommodate the person with the work or pregnancy incurred difficulty.

11.5.6 Employees requesting limited duty may be required to supply medical substantiation of the need as well as the type of work they may safely perform. However, the department retains the right to require an employee to have an examination by a physician of its own choosing prior to or during the limited duty assignment. The department will pay for the cost of the medical examination if required.

11.5.7 Effective Work Period 245, an employee on limited duty because of a non-work incurred temporary disability will be scheduled to work the duty week associated with the job to be performed not to exceed four days per week unless the employee's regular duty week is longer. The assigned hours of work shall be a combination of 40 hours of work and standby, equal to 53 hours. The employee shall use appropriate leave credits for all hours between 53 and his/her normal work shift (72 or 84). If the employee cannot work the 40 hours, he/she shall also make-up with leave credits the difference between the hours actually worked and the 40 hours.

11.5.8 Employees on limited duty because of a work incurred temporary disability will be assigned to the duty week associated with the job to be performed not to exceed four days per week unless the employee's regular duty week is longer. In either case, the employee will work up to 40 hours and be assigned on-call or standby time based on the job and their medical condition. Such employees will continue to receive any extended duty week compensation they would have received had the injury not occurred.

11.5.9 Employees on limited duty may, with the approval of the Unit Chief, be assigned to work overtime consistent with their limited duty status, and the overtime provisions of this agreement.

11.5.10 Limited duty assignments will typically commence on a Monday when there is a duty week change involved.

11.5.11 Nothing in this section waives or limits any individual's right to seek reasonable accommodations which are required by law. Further, nothing in this provision limits any individual's rights under the Workers' Compensation laws.

Section 11.6 Reasonable Accommodation

The employer will continue to adhere to its reasonable accommodation policy, found in the Personnel Procedures Handbook.

Section 11.7 Aircraft Insurance

The employer shall require all independent contractors who provide, fly, or maintain aircraft used by Unit 8 personnel to carry bodily injury liability insurance in the sum of $100,000 per seat per occurrence. The employer shall also provide life insurance in the sum of $150,000 for any unit 8 employee who dies while flying in non-commercial aircraft in the course and scope of his/her employment with CDF.

Section 11.8 Membership on Accident Investigation Teams

CDF FIREFIGHTERS shall continue to have one representative on each accident investigation team. The CDF FIREFIGHTERS member shall be a full, active participant and shall receive the same advance notice as other team

members and the same entitlement concerning travel, per diem reimbursement and State time. As a full participating team member, the CDF FIREFIGHTERS representative shall fulfill the same obligations and adhere to the same constraints as all team members. Any differences of opinion shall be given full recognition within the body of the report. CDF FIREFIGHTERS shall provide a contact roster to be used for notification. To the maximum extent possible, CDF FIREFIGHTERS shall select participants having appropriate expertise relevant to the accident to be investigated. The accident investigation team will be activated in accordance with TD-90-32, dated August 1990.

Section 11.9 Exercising on State Time

11.9.1 The employer shall continue the past practice of furnishing one hour for approved exercise activities during normal working hours except during emergency assignments or during full-day training programs. The department may require employees to exercise during this hour.

11.9.2 Appropriate exercise and fitness resource material shall be provided to each facility as determined by CDF.

11.9.3 Employees shall reasonably be allowed to furnish their own physical fitness equipment consistent with approved exercise programs subject to availability of appropriate space and specific operational needs of each work site.

11.9.4 Approved off site exercise programs are allowed. The department may approve employees' participation in such programs.

11.9.5 The Department’s physical fitness program agreed to by the parties on August 25, 1998 and found in the Health and Safety Procedures Handbook is hereby incorporated herein by reference.

Section 11.10 Physical Standards Reopener

The parties agree to reopen on mandatory Physical Fitness Program and pay incentive upon mutual agreement.

This reopener will include the subject of physical ability testing for Firefighters I.

Section 11.11 Personal Exposure Records

11.11.1 The Department of Forestry and Fire Protection shall provide at State expense, enrollment for all permanent Bargaining Unit 8 Employees with the California Professional Firefighters Personal Exposure Record program.

11.11.2 For all Bargaining Unit 8 employees not included in subsection 11.11.1 above, the department shall provide for and maintain at State expense, a Personal Exposure Record Program. CDF FIREFIGHTERS shall provide and distribute identical forms as used by the California Professional Firefighters Personal Exposure Record Program. Upon appointment of an individual to a permanent Bargaining Unit 8 position, the original form(s) shall be made available to the individual. Retention of the Personal Exposure Records shall be guaranteed by the Department.

11.11.3 Where "need-to-know" is referenced in this program, the standard shall conform to all applicable laws and shall be the same as the disclosure limitations in Civil Code Section 56.10, dealing with the disclosure of medical information as to non-State persons or entities; as to persons, agencies, or other units of the State Employer, the standard for need-to-know is that of Doctor/Patient privileged medical information.

Access by computer will conform to the standards in this subsection 11.11.3. Access for the purpose of gathering and compiling statistical data only (without possibility of identification of individuals i.e.: SSN's etc.) is highly encouraged by the parties.

The Department will continue to adhere to the policy found in the Health and Safety Procedures Handbook.

Section 11.12 Safety/Protective Clothing

11.12.1 The employer shall provide all safety clothing/accessories, (not to include safety boots), web gear substantially similar to the components defined as “Field Pack Belt”, “Field Pack Belt Pack”, “Field Pack Harness”, “Field Pack Canteen Case” with 2 canteens, as described in the 2001 GSA Wildland Catalogue, and equipment for all employees including personal safety alarms required by Cal-OSHA. The employer agrees to provide each Bargaining Unit 8 employee who is assigned to an engine company a full set of turnout clothing. A full set of properly fitted clothing includes: structural helmet with shroud and face shield and/or goggles, coat with liner, pants with liner, suspenders, gloves and steel insoled rubber boots. Items provided pursuant to this section are State-owned and will be maintained in accordance with the manufacturer's recommended standards and procedures.

11.12.2 The employer agrees to provide and maintain up to two sets of coveralls per week for each Heavy Fire Equipment Operator (HFEO).

Section 11.13 AIDS Training

The State agrees to provide AIDS training to all new CDF employees within the first three months of employment. The State further agrees to provide annual AIDS refresher training to all CDF employees.

Section 11.14 Showers and Restrooms

In facilities where Unit 8 employees are required to sleep, the State and CDF FIREFIGHTERS recognize the need for separate showers and restrooms for male and female staff. CDF will continue to take this into consideration as it develops and spends its capital outlay budget. All new employee barracks will include such facilities.

Section 11.15 Flexible Benefit Program

The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subject to all applicable Federal statute and related administrative provisions adopted by the Department of Personnel Administration (DPA). All eligible employees must work one-half time

or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position.

Employees who meet the eligibility criteria stated above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement Account under the FlexELect.

Permanent Intermittent Eligibility:

Permanent Intermittent (PI) employees may only participate in all Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. PI's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI's choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six month control period of January 1 through June 30 of the plan year in which they are enrolled. This paragraph is not grievable or arbitrable.

Section 11.16 Job-Required Medical Examinations

The Employer shall reimburse Unit 8 employees for the actual cost of job required medical examinations including those required for FAA licensure or DMV licensure.

Section 11.17 Survivors' Assistance

11.17.1 The department will name a resource person(s) at each ranger unit, region office and Sacramento who is trained and knowledgeable to assist survivors of deceased employees in applying for appropriate State benefits.

11.17.2 Catastrophic Support

In the event of job related serious injury or death of a member, the Department shall provide for reasonable costs associated with the visitation of the affected member and/or travel back with the deceased for a reasonable number of family members (including significant others), for a reasonable period of time.

Section 11.18 Survivors' Scholarship Benefits

11.18.1 Notwithstanding any other provisions of law to the contrary, each dependent of any bargaining unit 8 employee, who is killed in the performance of duty or who dies or is totally disabled as a result of an accident or injury incurred in the performance of duty, when the death, accident, or injury is compensable under Division 4 or 4.5 (commencing with section 6100) of the Labor Code, shall be entitled to a scholarship at any one of the institutions of collegiate grade located in California if the institution offers a two-year junior college or four-year college course and is accredited or is a candidate for accreditation by the Western Association of Schools and Colleges. The scholarship is to include the payment of tuition and fees, monthly allowance, books, and supplies. If the dependent attends a four-year college or university, the scholarship award shall not exceed six thousand dollars ($6000) over a period not to exceed six years, with a maximum of one thousand five hundred dollars ($1,500) per year if he or she has demonstrated his or her financial need for the scholarship. If the dependent attends community college, the scholarship award shall not exceed five hundred dollars ($500) per year for a period not to exceed four years. This shall not preclude any other benefits provided by law.

11.18.2 The scholarship provided for by this section shall be paid out of funds annually appropriated in the budget act to the Student Aid Commission established by article 2 (commencing with section 69510) of chapter 2 of part 42 of the Education Code.

11.18.3 Nothing in this section shall be interpreted to allow the admittance of the dependent into a college or university unless the dependent is otherwise qualified to gain admittance to the college or university.

11.18.4 As used in this section, "dependent" means the spouse or children (natural, adopted or a step-child who lives with the employee in a regular parent-child relationship), at the time of his or her death, of the firefighter who is killed, or who receives injuries which result in his or her subsequent death.

Section 11.19 Substance Abuse Testing

With respect to the proposed policy on substance abuse testing, the State and CDF FIREFIGHTERS hereby agree to the following:

11.19.1 Supervisors will receive training in the administration and implementation of the State's substance abuse policy prior to its implementation. The State agrees to meet with CDF FIREFIGHTERS to review the training program upon request.

11.19.2 The facts and circumstances upon which the reasonable suspicion is based will be provided to the employee in writing within 72 hours of the employee being directed to submit to a substance abuse test. This will not preclude requirement of immediate testing.

11.19.3 When reasonably possible, and provided it does not interfere with employee or public safety, reasonable suspicion shall be confirmed by the direct observation of another supervisor or peace officer as defined under Penal Code Sections 830.1 and 830.2. The supervisor does not have to be a CDF employee.

11.19.4 The State agrees to use either NIDA cut-off levels, where such cut-off levels exist, or cut-off levels recommended by the commercial laboratories selected to perform the testing. Cut-off levels for other drugs will be established through consultation with the laboratories selected to do the testing. The State agrees to meet with CDF FIREFIGHTERS to review these cut-off levels prior to adoption.

11.19.5 If an employee tests negative, no record of the test results will be maintained in the personnel file.

11.19.6 All Unit 8 employees will be subject to the policy.

11.19.7 When possible, and provided it does not interfere with the sample collection, employees shall be permitted representation during the sample collection process upon request. Requested representation shall be permitted during any interrogative interviews with the affected employee that could lead to a decision by the appointing authority to take adverse action against the employee or to require a sample, regardless of whether these interviews occur before or after the sample is taken.

11.19.8 Further information may be found in Appendix A which is hereby incorporated herein by reference.

Section 11.20 Pre-Tax of Health/Dental Premiums Costs

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State and Social Security taxes are deducted. Employees who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

Section 11.21 Industrial Disability Leave

11.21.1 For periods of disability commencing on or after January 1, 1993, eligible employees shall receive IDL payments equivalent to full net pay for the first 22 work days after the date of the reported injury.

11.21.2 In the event that the disability exceeds 22 work days, the employee will receive continuing benefits as follows: from the 23rd day of disability until the end of the 52nd week, after the first date of disability within a two year period, the employee will receive 66 and 2/3% of gross pay.

11.21.3 The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Full net pay is defined as the net pay the employee would have received if he/she had been working and not on disability. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

11.21.4 Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given 30 days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.

11.21.5 If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863, except that no employee will be allowed to supplement Temporary Disability payments in an amount which exceeds the employee's full net pay as defined above.

11.21.6 In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.

11.21.7 An employee may elect to supplement Vocational Rehabilitation Maintenance Allowance, which is provided pursuant to Section 10125.1, Title 8, California Code of Regulations, with leave credits.

11.21.8 The State and Union agree to support legislation to amend Government Code Section 19863.1, to allow an employee to supplement Vocational Rehabilitation Maintenance Allowance with leave credits.

Section 11.22 Work and Family Programs

11.22.1 The parties agree that work and family programs have a positive impact on employee productivity and morale, as well as the productivity of the State and its business. Program topics may include, but are not limited to childcare, children's health, elder care, family leave and a variety of other programs.

11.22.2 The State agrees to establish a Labor-Management Work and Family Advisory Committee (hereinafter “WFAC") to address such topics as childcare, children's health, elder care, and family leave.

11.22.3 The union may designate one (1) State employee member who may attend WFAC meetings without loss of compensation. The union recognizes that membership on the WFAC may also include any or all other unions representing bargaining State employees, and an equal number of management representatives. The WFAC shall have co-chairpersons, one representing labor and one representing management.

11.22.4 The WFAC shall meet regularly and issue a report by June 1, 2000 with recommendations to the Department of Personnel Administration regarding work and family programs.

11.22.5 Contingent upon passage of enabling legislation referenced in subsection 11.22.6 below, the State employer agrees to establish a Work and Family Fund. On July 1, 2000, the State employer will appropriate $5,000,000 for the Work and Family Fund, which shall be administered by the Department of Personnel Administration. The amounts expended annually from the Work and Family Fund shall be determined by the Department and the Labor-Management Work and Family Committee.

11.22.6 The union agrees to support legislation that would establish and maintain the Work and Family Fund.

Section 11.23 DOT Requirements

The Department shall continue its policy to ensure that all CDF vehicles carrying hazardous cargo be required to meet the DOT requirements for hazardous materials transporting and placarding.

Section 11.24 Hearing Protection

The employer shall provide combined hearing protection/communications systems on all new Fire Apparatus, Dozer Transports, and CCV's. The system shall be provided for each vehicle consistent with the number of standard seat belts in the vehicle (CCV Cab only). Radio communications abilities shall be available in the driver seat of all vehicles and also the right front seat on all fire engines. The communications system will also interface with the public (AM/FM etc.) radio system.

Section 11.25 Exhaust Removal Systems

It is hereby agreed between the Union and the Employer that all new facilities designed to house apparatus (engines, CCV's, transports, etc.) will be equipped with an exhaust removal system.

ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

Section 12.1 Allowances and Reimbursements

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of $25 or more requires a receipt; receipts may be required for items of expense that are less than $25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of his/her actual expenses. Each State agency shall determine the necessity for and method of travel.

12.1.1 Meals/Incidentals. Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. Receipts for meals must be maintained by the employee, as substantiation that the amount claimed was not in excess of the amount of actual expense. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

12.1.1.1 Rates. Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

Breakfast	up to	$ 6.00
Lunch	up to	$10.00
Dinner	up to	$18.00
Incidentals	up to	$ 6.00
Total	up to	$40.00 (every full 24 hours of travel)

12.1.1.2 Timeframes. For continuous short-term travel of more than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's time of departure and return as follows:

12.1.1.2.1 On the fractional day of travel at the end of a trip of more than 24 hours:

Trip begins at or before 6 am - breakfast may be claimed

Trip begins at or before 11 am - lunch may be claimed

Trip begins at or before 5 pm - dinner may be claimed

12.1.1.2.2 On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 am - breakfast may be claimed

Trip ends at or after 2 pm - lunch may be claimed

Trip ends at or after 7 pm - dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

12.1.1.2.3 For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

12.1.1.2.3.1 Travel begins at or before 6 am and ends at or after 9 am: Breakfast may be claimed.

12.1.1.2.3.2 Travel begins at or before 4 pm and ends at or after 7 pm: Dinner may be claimed.

12.1.1.2.3.3 If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

12.1.2 Lodging: All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

12.1.2.1 Regular State Business Travel:

12.1.2.1.1 Statewide, in all locations not listed in subsection 12.1.2.1.3 below, for receipted lodging while on travel status to conduct State business:

With a lodging receipt: Actual lodging up to $79.00 plus applicable taxes.

12.1.2.1.2 Effective November 2, 1999, Statewide, in all locations not listed in subsection 12.1.2.1.3 below for receipted lodging while on travel status to conduct State business.

With a lodging receipt: Actual lodging up to $84 plus applicable taxes.

12.1.2.1.3 When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of $110 plus applicable taxes. When employees are required to do business and obtain lodging in the counties of San Francisco, Alameda, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of $140 plus applicable taxes.

12.1.2.2 State Sponsored Conferences or Conventions: for receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt. Actual lodging up to $110 plus applicable taxes.

12.1.2.3 Non-State Sponsored Conferences or Conventions: for receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt. Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes, requires advance written approval from DPA. DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within 50 miles of his/her home or headquarters.

12.1.3 Long term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

12.1.3.1 Full Long-term Travel: In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

The employee continues to maintain a permanent residence at the primary headquarters, and,

The permanent residence is occupied by the employee's dependents, or,

The permanent residence is maintained at a net expense to the employee exceeding $200 per month. The employee on full long-term travel who is living at the long-term location may claim either:

12.1.3.1.1 Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of $1130 per calendar month while on the long-term assignment, and actual expenses up to $10.00 for meals and incidentals, for each period of 12 to 24 hours and up to $5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or

12.1.3.1.2 Long-term subsistence rates of $24.00 for actual meals and incidentals and $24.00 for receipted lodging for travel of 12 hours up to 24 hours; either $24.00 for actual meals or $24.00 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

12.1.3.2 An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to $12.00 for actual meals and incidentals and $12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either $12.00 for actual meals or $12.00 for receipted lodging for travel less than 12 hours at the long-term location.

12.1.4 Out-of-state Travel: For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-term Travel above.

12.1.5 Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-Term Out of Country travel will be reimbursed in accordance with the provisions of Long-Term travel above, or as determined by DPA.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

12.1.6 Transportation. Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

12.1.6.1 Mileage Reimbursement

12.1.6.1.1 When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

12.1.6.1.2 When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

12.1.6.2 Specialized Vehicles - Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim the Federal Standard Mileage Rate, with certification. Supervisors who approve claims pursuant to this Subsection have the responsibility of determining the need for the use of such vehicles.

12.1.6.3 Private Aircraft Mileage - When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

12.1.6.4 Mileage to/from a common carrier - When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

12.1.7 Receipts. Receipts or vouchers shall be submitted for every item of expense of $25 or more. In addition, receipts are required for every item of transportation and business expenses incurred as a result of conducting State business except for actual expenses as follows:

12.1.7.1 Railroad and bus fares of less than $25 when travel is wholly within the State of California.

12.1.7.2 Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of $10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.

12.1.7.3 Telephone, telegraph, fax or other business charges related to State business of $5.00 or less.

12.1.7.4 In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.

12.1.7.5 Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

12.1.8 Miscellaneous

12.1.8.1 When an employee is assigned to attend a training assignment as a student or instructor for more than 24 hours, and where lodging is provided by the employer for the employee, and the employee is required or chooses to remain at the training location, the employee shall be reimbursed for actual incidental expenses as set forth in Section 12.1.1 above.

12.1.8.2 When an employee is engaged in emergency fire suppression or other emergency activities where an incident number is assigned, the employee shall be reimbursed for actual cost of meals not provided by the employer, and for actual incidental expenses, without regard to the mileage limitations set forth in this Section 12.1. All other travel rules will apply.

12.1.8.3 Notwithstanding 12.1.3. an employee who voluntarily accepts a (promotional) limited term appointment, shall receive the following actual business and travel expenses when the 50 mile requirement is met:

12.1.8.3.1 On duty days only:

12.1.8.3.1.1 Where lodging and meals are provided,$0.00 per day

12.1.8.3.1.2 Where no lodging or meals are provided 12.1.1 above applies

12.1.8.3.1.3 Where lodging but no meals are provided actual expenses up to $15.00 per day

12.1.8.3.2 Mileage to and from the assignment one time.

12.1.8.3.3 Non-permanent employees shall bear any travel and subsistence costs.

12.1.9 Moving and Relocation Expenses

Whenever an employee is reasonably required by the State to change his or her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in Section 12.1 and in accordance with the existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

Section 12.2 Meals: Non-Travel Status

12.2.1 Unit 8 employees are required to eat meals at the convenience of the employer. Each employee shall pay for all chargeable on-duty meals at the rate equivalent to the average meal cost in the Ranger Unit where he/she is employed. The amount charged will be adjusted annually based on the previous twelve (12) month average, from January to January.

12.2.2 When on a scheduled shift, bargaining unit employees will not be entitled to claim reimbursement for "overtime meals". However, the practice of the "4th meal" will continue.

12.2.3 "Non-pay meals" mean employer-provided meals for which the bargaining unit member is not required to reimburse the Department for the actual cost of the meal.

12.2.4 "Pay meals," mean employer-provided meals for which the bargaining unit member is required to reimburse the Department for the actual cost of the meal.

12.2.5 All employer provided meals are "pay meals" except as follows:

12.2.5.1 When a bargaining unit employee eats an employer-provided meal while on "move-up-and-cover" assignment for which an incident number has been assigned.

12.2.5.2 Where a bargaining unit employee is otherwise on travel status as defined in Section 12.1.

12.2.5.3 Where a Bargaining Unit 8 employee eats an employer-provided or employer-authorized meal while assigned to an emergency incident. The cost limitations defined in DPA travel rules shall apply to all employer-authorized meals covered in this section unless specifically waived by the incident commander.

12.2.6 Meals not provided by the employer in an established mess, are not reimbursable to the employee unless specifically authorized by the Department or by DPA rules.

12.2.7 Notwithstanding the above, when an employee is required to work overtime, meals will be provided by the employer, or if there is no such provision, meal expenses will be reimbursed as provided in existing DPA Rule 599.623.

Section 12.3 Uniforms

12.3.1 Permanent employees required by CDF to wear a uniform on a full-time basis shall be eligible for a uniform allowance of $540 and a boot allowance of $290 per year payable after one year of service in a position requiring a uniform. New employees, or those with a hardship, may request and receive an advance of up to $210 on their uniform allowance. Any amount of the uniform allowance that has been advanced to employees shall be deducted from their uniform allowance checks at their normal date of issue. If an employee separates from employment with CDF before his/her uniform anniversary date, the employee must repay the advance. Prorating of the allowance in accordance with subsection 12.3.2 below will offset the advance for up to $210.

12.3.2 When a permanent employee separates in good standing or retires, he/she will receive a monthly prorating of his/her uniform allowance based on the separation date and his/her annual uniform anniversary date. Employees who are discharged for cause or resign in lieu of adverse action will not receive the prorated allowance.

12.3.3 Seasonal employees (including permanent intermittent) shall be eligible for a uniform allowance of $45 and a boot allowance of $25 per month payable upon termination or furlough for any reason. Seasonal employees (including permanent intermittent) shall report to work with an approved uniform including CDF/Cal-OSHA approved safety boots as specified by CDF. Seasonal employees (including permanent intermittent) shall be offered an advance one-time per year commensurate with the anticipated length of their employment not to exceed three months or $210. Any amount of their uniform allowance that has been advanced shall be deducted from the employee's uniform allowance check on the normal date of issue. If an employee separates from employment with CDF before working enough months to balance out the advance, the employee must repay the balance owed.

12.3.4 Uniform means outer garments, including safety boots, which are required to be worn exclusively while carrying out the duties and responsibilities of the position. This definition includes items, which serve to identify the person, agency, function performed, position, or time in service, excepting patches, badges and nametags. It will also include the requirement that a crew neck 100% cotton tee shirt be worn at all times with the work uniform, field dress uniform, or with safety clothing.

12.3.5 Employees need not pay for safety equipment furnished by the Department. However, safety boots meeting CDF/Cal-OSHA standards shall be purchased by the employee as provided above. The uniform shall only be worn for official business. Bargaining Unit 8 employees shall maintain uniforms in good professional condition and appearance and shall wear the uniform in accordance with departmental policy.

12.3.6 This provision does not affect the present practice on turn out equipment.

12.3.7 Annual uniform allowance reimbursements shall be received by permanent employees at their unit headquarters within 30 calendar days of the employee's uniform allowance anniversary date. If the uniform allowance has not arrived 30 days after the employee anniversary date the employee will receive upon request an immediate advance equivalent to his allowance. The uniform allowance anniversary date for a new employee will be the first of the month during which he or she was hired.

Section 12.4 Emergency Medical Technician Training

1. The department may require any employee to become certified or to re-certify as an Emergency Medical Technician (EMT). The department will pay for the cost of the employee's salary, required textbooks, and required fees and approved expenses.

2. The department will pay for or provide EMT recertification training where it initially required the EMT certification or a previous recertification. Payment shall be for the employee's salary, required textbooks, and required fees and approved expenses.

Section 12.5 Training and Education

12.5.1 The State agrees to reimburse Unit 8 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the Department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

12.5.1.1 Tuition and/or registration fees and/or other mandatory fees.

12.5.1.2 Cost of course-required books.

12.5.1.3 Transportation or mileage expenses.

12.5.1.4 Toll and parking fees.

12.5.1.5 Lodging and subsistence expenses.

12.5.2 Reimbursement for the above expenses shall be in accordance with the Travel and Business Expense section of the Agreement.

12.5.3 If the State agrees with a Unit 8 employee's participation in non-required career-related training, the State may reimburse the employee for up to 50% of tuition, fees, and course-related books, not to exceed Department limits, after the employee has satisfactorily completed the course. Travel, per diem and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

12.5.4 An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

12.5.5 An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

12.5.5.1 At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or,

12.5.5.2 Because of death, prolonged illness, disability or other eventuality beyond the control of the employee.

12.5.6 If an employee quits or accepts other employment within nine months following completion of State paid training, he/she shall reimburse the State for the amount provided by the State.

Section 12.6 Long-Term Training

12.6.1 If an employee is assigned to a required training class within the State of California where travel status lasts four consecutive weeks including weekends, the employee will be allowed to travel home and return once at State expense during the class. If an employee is assigned to a required training class within the State of California where travel status is five or six consecutive weeks including weekends, the employee will be allowed to travel home twice at State expense during the class. If an employee is assigned to a required training class within the State of California where travel status is longer than six consecutive weeks, including weekends, the employee will be allowed to travel home at a ratio of once for every three weeks or major portion thereof, at State expense during the class. The travel time for these trips will not be considered "hours of work".

12.6.2 The Academy staff will make a reasonable effort to coordinate weekend transportation for employee(s) who do not have transportation for the weekends and do not travel home. This does not apply to students attending the Driver Operator Module or the Fire Fighter Module.

Section 12.7 Pest Control Licensing and Certification Costs

When the department determines that it is in the department's best interest to require employees to acquire and maintain an Agricultural Pest Control License as defined in Food and Agriculture Code Section 12201 et seq., or a Qualified Applicator Certificate as defined in Food and Agriculture Code Section 14151 et seq., or an Agricultural Pest Control Adviser License as defined in Food and Agricultural Code Section 12001 et seq., the affected employee shall be so notified by his supervisor and authorized to take the exam or renew the certificate.

The department will reimburse employees for filing, examination, and renewal fees associated with acquisition of the license.

Section 12.8 Forestry Licensing

Employees required by the Department to maintain a registered professional Foresters license will be reimbursed for the license renewal fees.

Section 12.9 Transportation Incentives and Parking Rates

12.9.1 The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

12.9.2 Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent discount on public transit passes sold by State agencies up to a maximum of $65 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

12.9.3 The State shall provide $100 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal vanpool drivers. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

12.9.4 For the term of this agreement, the parties agree that the State may increase parking rates in existing lots in an amount not to exceed twenty dollars per month. Every effort shall be made to provide employees 60 days but no less than 30 days notice of a parking rate increase. Rates at new lots administered by the State will be set at a level comparable to existing State lots. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot.

12.9.5 By April 1, 2000, the State shall develop a system to employees where parking fees may be paid with pre-tax dollars.

12.9.6 Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

ARTICLE 13 – RETIREMENT

Section 13.1 Retirement Formula for Peace Officers/Firefighter

Effective January 1, 2006, eligible Bargaining Unit 8 employees shall receive the retirement formula providing 3 percent of final compensation at age 50. The POFF retirement formula is detailed under the California Public Employees' Retirement Law, Government Code Section 21363.4

A. The Union and the State agree to support legislation that provides the following changes to the retirement formulas and employee retirement contributions.

Effective with the pay period following legislative ratification but no earlier than October 31, 2010, State Peace Officer/Firefighter (PO/FF) retirement members first employed by the state and qualifying for CalPERS membership shall be subject to the "New 2010 Retirement Formulas." The New 2010 retirement formula shall not apply to:

- Former state employees who return to state employment on or after the pay period following legislative ratification.
- State employees hired prior to the pay period following legislative ratification who were subject to the Alternate Retirement Program (ARP).
- State employees on approved leave of absence who return to active employment on or after the pay period following legislative ratification.
- Persons who are already members or annuitants of the California Public Employees Retirement System.
- Persons excluded from CalPERS membership.

B. State PO/FF Retirement Members

The table below lists the current and **New 2010 PO/FF** age/benefit factors.

Age at Retirement	CURRENT FACTORS (3% at age 50)	NEW 2010 PO/FF FACTOR (3% AT AGE 55)
50	3.000	2.400
51	3.000	2.520
52	3.000	2.640
53	3.000	2.760
54	3.000	2.880
55 and over	3.000	3.000

PO/FF members shall contribute an additional four percent (4%) pension contribution commencing as described hereafter. If legislative ratification has occurred, effective the first day of the work period beginning after 9/1//2010, **Unit 8** Firefighter Members shall contribute ten percent (10%) of monthly compensation in excess of $238 for retirement. The additional four percent (4%) employee contribution shall offset the State's contribution.

New PO/FF Members hired on or after the pay period following legislative ratification but no earlier than October 31, 2010, shall be subject to the 3% at age 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to the pay period following legislative ratification shall remain subject to the 3% at age 50 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

The State and Union agree to support legislation that changes the employee retirement contributions for PO/FF Members effective the first day of the work period beginning after 9/1/2010. The State and Union also agree to support legislation that changes the retirement formula and method of computing the average annual compensation earnable for New PO/FF Members hired on or after the pay period following legislative ratification but no earlier than October 31, 2010.

Section 13.2 1959 Survivor's Benefits - Fifth Level

13.2.1 Employees in this unit who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.

13.2.2 Pursuant to Government Code section 21581(c) the contribution for employees covered under this new level of benefits will be $2 per month as long as the combined employee and employer cost for this program is $4 per month or less per covered member. If the total cost of this program exceeds $4 per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the PERS board.

13.2.3 The survivors' benefits are detailed in the following schedule:

13.2.3.1 A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse: $1,800

13.2.3.2 A spouse with one eligible child, or two eligible children not in the care of the spouse: $1,500

13.2.3.3 One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62: $750.

Section 13.3 Joint Proposal For A Defined Contribution Plan For Unit 8 POFF Members Of PERS

The Union agrees to support the following legislation sponsored by the Department of Personnel Administration that will establish a defined contribution plan, to be administered by the Public Employees Retirement System (PERS), for Unit 8 employees who are Peace Officer/Firefighter members of the system.

Article 2.1 is added to Chapter 12, Part 3 of the Government Code, to read:

Article 2.1 State Peace Officer/Firefighters' Defined Contribution Plan

Section 21078.

(a) The State Peace Officer/Firefighters' Defined Contribution Plan is hereby established for state peace officer/firefighter members in Bargaining Unit 8. This plan shall supplement the benefits provided by this part and shall be a qualified governmental plan, as prescribed by Section 401 of Title 26 of the United States Code.

(b) This defined contribution plan may be provided to state peace officer/firefighter members who are either excluded from the definition of state employee in subdivision (c) of Section 3513, or are non-elected officers or employees of the executive branch of government and are not members of the civil service, and who supervise employees in a bargaining unit that is subject to this article, provided, however that the Department of Personnel Administration has approved their inclusion for coverage under this article.

(c) The board shall notify the Department of Personnel Administration when it is prepared to implement the plan.

Section 21078.1.

(a) The State Peace Officer/Firefighters' Defined Contribution Plan Fund is hereby established to accept member and employer contributions. Notwithstanding Section 13340 of the Government Code, this fund is continuously appropriated without regard to fiscal years for the purposes of this article. The board may determine its initial start-up costs and submit this amount to the Legislature for an appropriation.

(b) The cost of administering this article shall be paid solely from contributions credited to the members' individual accounts.

Section 21078.2.

(a) The contributions made by the employer, and the member if any, to this plan shall be credited to the member's individual account solely for the purpose of providing the member with an annuity upon retirement or as a death benefit to the member's eligible beneficiary. The contributions made by the employer and the member to this plan shall be subject to the limitations prescribed by Sections 401(a) (17) and 415 (c) of Title 26 of the United States Code.

(b) The member's individual account in this plan shall consist of the contributions made by the employer on his or her behalf, the contributions made by the member, if any, and any earnings attributed to investments made from the member's individual account.

(c) Notwithstanding the rate of interest payable on member contributions pursuant to any other provision of this part, the board, after deducting the costs of administering this article, shall credit the individual account of a member with interest at the net earnings rate compounded each June 30.

(d) Member contributions, if any are made, shall be considered as contributions "picked up" by the employer, as specified by Section 414 (h) (2) of Title 26 of the United States Code, as explained in Section 13.11.

(e) The plan shall permit members to roll over contributions to or from another qualified plan, in accordance with federal requirements.

(f) The board may adopt laws and rules, as it deems necessary, to ensure that the plan complies with the requirements imposed on defined contribution plans for governmental employers by Title 26 of the United States Code.

(g) The board shall have exclusive control over the administration and the investment of the fund. The board shall operate under the prudent man rule in its investment strategy and adopt all of the safeguards and diversity specified in Chapter 2, Article 6, of this part.

Section 21078.3.

(a) The employer contribution for a member who participates in this plan shall be determined pursuant to a memorandum of understanding.

(b) The rate of contribution for a member who participates in this plan, if so required, shall be determined pursuant to a memorandum of understanding.

(c) Compensation, as used in this section, shall have the same meaning as prescribed in Chapter 7 of this part.

Section 21078.4.

(a) All contributions made to this plan shall be held in trust for the benefit of the members and their beneficiaries. These contributions shall remain in the member's individual account until his or her permanent separation from state service, death, or retirement.

(b) Upon permanent separation from employment, the member shall be entitled to receive a lump sum distribution of the contributions in his or her individual account, plus the accumulated earnings to the date of the distribution.

(c) A participating member who permanently transfers to another state bargaining unit shall no longer be entitled to receive the employer contribution. However, if he or she had been making member contributions, he or she may elect to continue to participate in this plan under the same rate of contribution.

(d) The board shall determine the necessary procedure under which the member's contributions may be rolled into or out of this plan.

(e) Upon the death of a member, the beneficiary, as defined in Section 20019, may elect to receive a lump sum distribution of the member's individual account or receive a monthly annuity. This death benefit is separate and distinct from any other pre-retirement death benefits the beneficiary is eligible to receive from the system on account of the member's death.

(f) Upon the member's retirement, the member shall elect the manner in which his or her individual account shall be distributed. In lieu of a lump sum payment, the member may elect to receive a monthly payment from his or her individual account. This monthly payment may be included with any other monthly allowance payable to the member for service rendered the system. However, monthly payments from his defined contribution plan shall not be subject to any cost-of-living adjustments prescribed in this part.

(g) The board may contract with an insurance, annuity, mutual fund, or any other qualified company to provide members with an opportunity to purchase an annuity from their accounts at the time of retirement.

(h) The board may prescribe by regulation the conditions and methods by which the monthly payments may be made for the life of the retired member or the surviving spouse.

Section 13.4 (Intentionally Deleted)

Section 13.5 Service Retirement Limitation Increase To 90 %

The State and the Union agree that the limitation on service retirement benefits shall be increased from 85 percent of final compensation to 90 percent for members of Unit 8 who retire directly from State employment on and after January 1, 2000. The legislation that would implement this agreement would read as follows:

Section 21362.1 of the Government Code is amended to read:

> 21362.1 Notwithstanding Section 21362, the limitation on the service retirement benefit shall be 90 percent for Unit 8 members who retire directly from state employment on and after January 1, 2000. This provision may also be applied to Unit 8 members in related supervisory or confidential positions, provided that the Department of Personnel Administration has approved this inclusion in writing to the board.

Section 13.6 Modified First Tier Plan

CDF Firefighters and the State agree that an alternative retirement plan shall be established for employees who are eligible for membership as miscellaneous or industrial members of the Public Employees' Retirement System. The alternative

retirement plan shall be referred to as the “Modified First Tier Plan” and shall become effective the first day of the pay period following ratification by the Legislature and the Union.

Section 13.7 First Tier Eligibility for Employees in Second Tier

The Union and the State (parties) agree that the legislation implementing this agreement shall contain language to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this article. The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution that will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of CalPERS’ assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a 20 year period beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

The legislative language would allow an employee in the Second Tier to exercise the Tier 1 right of election at any time after the effective date of this legislation. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 96 months (8 years) to 144 months (12 years), or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.

New employees who meet the criteria for CalPERS membership would be enrolled in the first Tier plan and have the right to be covered under the Second Tier plan within 180 days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he/she would remain in the First Tier plan.

Employees who purchase their past service would be required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. As required by CalPERS law, the amount will then include interest at 6 percent, annually compounded.

Section 13.8 First Tier Retirement Formula (2% ~~@~~ at age 55) and New First Tier Retirement Formula (2% at age 60)

The Union and the State (parties) agree to support legislation that provides the following changes to the retirement formula and employee retirement contributions.

Effective with the pay period following legislative ratification but no earlier than October 31, 2010, First Tier retirement members first employed by the state and qualifying for CalPERS membership shall be subject to the “New 2010 First Tier Retirement Formula.” The New 2010 retirement formula would not apply to:

- Former state employees who return to state employment on or after the pay period following legislative ratification.
- State employees hired prior to the pay period following legislative ratification who were subject to the Alternate Retirement Program (ARP).

- State employees on approved leave of absence who return to active employment on or after the pay period following legislative ratification.
- Persons who are already members or annuitants of the California Public Employees Retirement System.
- Persons excluded from CalPERS membership.

The table below lists the current and New 2010 First Tier age/benefit factors.

AGE AT RETIREMENT	CURRENT FACTORS (2% AT AGE 55)	NEW 2010 FACTORS (2% AT AGE 60)
50	1.100	1.092
51	1.280	1.156
52	1.460	1.224
53	1.640	1.296
54	1.820	1.376
55	2.000	1.460
56	2.063	1.552
57	2.125	1.650
58	2.188	1.758
59	2.250	1.874
60	2.313	2.000
61	2.375	2.134
62	2.438	2.272
63 and over	2.500	2.418

There would be factors for attained quarter ages, such as 52 ¾ that will continue in the proposed legislation. These retirement quarter age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union. The quarter factors will also apply to past service that is credited under the First Tier, New 2010 First Tier, and the Modified First Tier.

Miscellaneous and industrial members shall contribute an additional five percent (5%) pension contribution, commencing as described hereafter. Following legislative ratification and commencing with the September 2010 pay period, miscellaneous and industrial members in the First Tier retirement or the ARP subject to social security shall contribute ten percent (10%) of monthly compensation in excess of $513 for retirement. Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute eleven percent (11%) of monthly compensation in excess of $317 for retirement. The additional five percent (5%) employee contribution shall offset the State's contribution.

New employees hired on or after the pay period following legislative ratification but no earlier than October 31, 2010, shall be subject to the 2% at age 60 retirement formula with benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to the pay period following legislative ratification shall remain subject to the 2% at age 55 retirement formula with retirement benefits based on

the highest average monthly pay rate during twelve (12) consecutive months of employment.

The State and Union agree to support legislation that changes the employee retirement contributions for First Tier Members effective with the September 2010 pay period. The State and Union also agree to support legislation that changes the retirement formula and method of computing the average annual compensation earnable for New First Tier Members hired on or after the pay period following legislative ratification but no earlier than October 31, 2010.

Section 13.9 Modified First Tier Members Merged Into First Tier

The Union and the State (parties) agree that the legislation implementing this agreement shall contain language that would move all employees who are currently covered under the Modified First Tier into the First Tier, as described in this article. The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution what will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a 20 year period beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

The legislative language would allow employees who are in the Modified First Tier retirement plan to be moved into the First Tier plan. This movement will result in granting those employees all of the rights and benefits of the First Tier plan, including the conversion of sick leave credits into retirement service credit at retirement, making contributions at 5 percent of monthly pay in excess of $513, and the use of the highest compensation averaged over one year when calculating retirement benefits. All past service credited under the Modified First Tier plan will be credited under the First Tier plan at no further cost to the employees. The effective date of First Tier membership for affected employees will be the January 1, 2000.

Section 13.10 Deferred Retirement Option Plan (DROP)

Commencing January 1, 2004, the CDF Firefighters and DPA agree to work cooperatively to develop two proposals, one addressing the current 90 percent cap and one addressing a Deferred Retirement Option Plan (DROP). The parties will attempt to develop proposals that accomplish, on an ongoing basis, a cost savings or cost neutrality to the State.

To ensure the above proposals accomplish a cost savings or cost neutrality, the parties will submit a draft of their legislative language to CalPERS for evaluation no later than April 1, 2004. If CalPERS determines that a cost savings or cost neutrality can be accomplished by one or both of the proposals, the parties agree to pursue legislation implementing the proposals that meet the cost criteria. The effective date of the sponsored legislation shall be January 1, 2005.

Section 13.11 Employer-Paid Retirement Contributions

On January 29, 1985, the State of California (the "Employer") issued Executive Order D-42-85, providing for the implementation of provisions under section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of Employer-paid employee contributions to the California Public Employees' Retirement System ("CalPERS"). Section 414(h)(2) generally provides for the pre-tax treatment of employee contributions that are "picked up" by an employer.

In accordance with that Executive Order and with Internal Revenue Service guidance under Revenue Ruling 2006-43, this formalizes the implementation of section 414(h)(2) with regard to Employee Contributions to CalPERS that are made by the Employer on behalf of its employees. For this purpose, "Employee Contributions" means those contributions that are deducted from employees' salary and credited to individual employees' accounts under CalPERS. This Article specifically covers Employee Contributions made on behalf of employees covered by the collective bargaining agreement to which the Article relates.

1. PICK-UP OF EMPLOYEE CONTRIBUTIONS

   In accordance with section 414(h)(2) of the Internal Revenue Code, the Employer may "pick up" the Employee Contributions under the following terms and conditions:

   - the contributions made by the Employer to CalPERS, although designated as Employee Contributions, are being paid by the Employer in lieu of contributions by the employees who are members of CalPERS;

   - employees do not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to CalPERS;

   - the Employer is paying to CalPERS the contributions designated as Employee Contributions from the same source of funds as used in paying salary; and

   - the amount of the contributions designated as Employee Contributions and paid by the Employer to CalPERS on behalf of an employee is the entire contribution required of the employee under CalPERS.

2. TAX CHARACTERIZATION OF PICKED-UP EMPLOYEE CONTRIBUTIONS

   All Employee Contributions picked up by the Employer in accordance with Section 414(h)(2) of the Internal Revenue Code are, for tax purposes, treated as employer contributions and therefore are not includable in employees' taxable income until distributed from CalPERS. This Article formalizes the Employer's continuing characterization of Employee Contributions as employer contributions under section 414(h)(2). Accordingly, Employee Contributions covered by this Article will continue to be excluded from employees' taxable income under section 414(h)(2).

3. WAGE ADJUSTMENT

   Notwithstanding anything to the contrary, employees' salary will be reduced by the amount of Employee Contributions that are made by the Employer in accordance with the terms of this Article.

4. LIMITATIONS TO OPERABILITY

This Article will be operative only as long as the Employer pick-up of Employee Contributions continues to be excludable from employees' taxable income under the Internal Revenue Code.

5. NO ARBITRATION

The parties agree that nothing in this Section 13.11 will be subject to the grievance and arbitration procedures set out in the collective bargaining agreement to which the Article applies.

13.12 CALPERS LEGISLATION

To help ensure the sustained funding and solvency of the retirement system and payment of future retirement benefits for this bargaining unit, the union agrees that it will not oppose legislation that requires CalPERS use supportable assumptions and data and that those should be evaluated by another party agreeable to DPA and the union.

The Governor proposes legislation to: (1) require the CalPERS Chief Actuary to submit a report that in plain language describes (i) the investment return it assumes for projecting contributions and liabilities, (ii) the market value of its assets and how that value differs from its chosen actuarial value for those assets, and (iii) contributions and liabilities based on investment return assumptions both lower and higher than the actual investment return assumption; (2) require a third party (to be determined) to evaluate this report and provide its opinion of the report to the Legislature; and (3) require the Legislature to review these reports.

The above legislative shall not be part of this "MOU bill."

ARTICLE 14 – COMMITTEES

Section 14.1 Membership on Committees

14.1.1 CDF FIREFIGHTERS shall have one representative with full rights of participation on the following statewide committees when established by the Department. Such members shall receive the same amount of notice as other committee members, and the same entitlement concerning travel, per diem and State time to attend meetings.

14.1.1.1 Forestry Research Equipment Development Advisory Committee (FREDAC)

14.1.1.2 Training Committee

14.1.1.3 Uniform Committee

14.1.1.4 Work Force Diversity Committee

14.1.1.5 Safety Committee

14.1.1.6 Physical Fitness Committee

14.1.1.7 California Firefighters Joint Apprenticeship Committee (JAC)

14.1.1.8 Sub-JAC

14.1.1.9 Apprenticeship Executive Committee

14.1.1.10 State Board of Fire Services (State time only, no compensation when a meeting occurs on an employees day off)

14.1.1.11 Pay & Classification, Recruitment & Retention, Training & Development Committees

14.1.2 CDF FIREFIGHTERS shall have the right to submit a minority report to those official recipients who receive appropriate committee minutes within 30 days of receipt of official committee minutes.

14.1.3 Committees referenced herein shall meet whenever necessary as dictated by workloads.

Section 14.2 Critical Incident Stress Debriefing

A joint committee of two members each from labor and management shall continue/be re-established to review how the Department's policy on Critical Incident Stress Debriefing (Section 1860 et seq.) is being implemented. The committee shall meet at least twice during the calendar year 1999.

Section 14.3 Union-Management Committee on State Payroll System

The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in the earning statements, and design of and transition to a biweekly pay system.

The committee shall be comprised of an equal number of management representatives and Union representatives. The union may have one representative who shall serve without loss of compensation.

Section 14.4 Consolidation of Firefighter I and II Classifications

The State and the Union will form a joint labor management committee to explore consolidating the firefighter classifications and for creating a new classification of firefighter (FF I and II) with a deep class concept. This Committee shall be comprised of two (2) management representatives and two (2) union representatives, and will evaluate the options for and feasibility of firefighter classification (FF I and II) consolidation and/or firefighters deep class. The committee shall meet on an as-needed basis.

ARTICLE 15 – CAREER DEVELOPMENT AND SPB ISSUES

Section 15.1 Release Time for State Civil Service Examination

Employees who are participating in a State Civil Service Examination shall be granted time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours, and whenever reasonably possible, the employee has provided five (5) working days notice to his/her supervisor.

Section 15.2 Release Time for Non-Disciplinary State Personnel Board Hearings

Upon five (5) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend non-disciplinary hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has requested and been approved by the State Personnel Board and the department to appear or testify. Department approval shall not be unreasonably withheld.

Section 15.3 Classification & Other Merit Related Proposals

15.3.1 When the Department of Personnel Administration (DPA) desires to establish a new classification and assigns it to Bargaining Unit 8 or desires to modify an existing one that is in Bargaining Unit 8, DPA shall inform the Union in writing of the proposal during DPA's preparatory stages of the proposals. The Union may request to meet with the DPA regarding these classification proposals. Such meetings shall occur and shall be for the purpose of informally discussing the classification proposal and for the Union to provide input. Upon request, the DPA shall furnish the Union with drafts of the proposed classification specifications.

15.3.2 The DPA shall notify and submit to the Union the final classification proposal at least 20 work days prior to the date the SPB is scheduled to adopt it.

15.3.3 If the Union requests a meeting in writing within 10 work days of receipt of the notice described in subsection 15.3.2 above, the DPA shall meet with the Union to discuss the final proposal. If the Union does not respond to the notice, or if it gives its consent, the classification shall be placed on the SPB's consent calendar.

15.3.4 If CDF desires to have a new classification be established, or that a class be modified, it shall notify the Union in writing of the proposal during its preparatory stages. The Union may request to meet with CDF regarding such classification proposal. Such meetings shall be for the purpose of informally discussing the classification proposal and for the Union to provide input, prior to CDF taking such proposal to DPA. Upon request, CDF shall furnish the Union with drafts of the proposed classification specifications.

15.3.5 The DPA shall meet and confer in good faith, upon request, within five work days from said request, or later by mutual agreement, regarding matters within the scope of representation for persons in the classification, but not such things as the minimum qualifications for the class.

Section 15.4 Transfers to Fire Captain, FAE or FF II

When a vacancy in the classifications of Fire Captain, FAE, or Fire Fighter II exists, interested employees who otherwise meet the applicable rules, regulations and policies to make a voluntary transfer to the class, may request a training and development (T & D) assignment to the vacant position. When possible, the Department should consider, consistent with existing statutes and regulations, placement of the employee in the Fire Captain, FAE or Fire Fighter II position on a T & D assignment. The conditions of the T & D will include:

15.4.1 All CDF formal training courses for the employee's current classification (if applicable) must have been successfully completed prior to the T & D (i.e. HFEO course for Heavy Fire Equipment Operators, etc), and;

15.4.2 For CDF employees, the Basic Fire Control (FFM/DOM, whichever is applicable) course must have been successfully completed prior to or as a condition of the T & D, and;

15.4.3 The employee must submit his/her training records and employment history to the CDF Sub-JAC committee for the purpose of evaluating the employee's experience as it relates to the T & D classification in question, and;

15.4.4 The Sub-JAC will evaluate the employee's experience in a manner consistent with the review performed by Sub-JAC for blanketed-in FFII and FAE employees, and;

15.4.5 Based on the evaluation by the CDF Sub-JAC, a customized training assignment plan, for a period up to 4 years, will be created for the employee; service in the T & D assignment may serve to fulfill the experience component of the JAC program, and;

15.4.6 The CDF management may include such other requirements as it deems appropriate to fully develop the employee's potential ability to perform in the classification, and;

15.4.7 Successful completion of the JAC program (or customized JAC program) will be required as part of the T & D assignment, and;

15.4.8 Pursuant to Government Code Section 19050.8, a temporary assignment may last for a period up to 4 years, and;

15.4.9 Employees successfully completing the T & D assignment as outlined above will be eligible to compete for a permanent position in the T & D classification. Successful competitors may be laterally transferred from their current classification to the T & D classification as otherwise consistent with the Government Code, SPB and DPA rules.

15.4.10 Nothing in this section is intended to adversely impact the ability of the CDF to enter into new cooperative agreements and thereby blanket in local agency employees pursuant to state law.

15.4.11 CDF Firefighters reserves any other rights which may exist with regard to the appropriateness of lateral transfers in other circumstances.

ARTICLE 16 – AGREEMENT AND TERM

Section 16.1 Entire Agreement

16.1.1 This agreement sets forth the full and entire understanding of the parties regarding the matters contained herein and any other prior or existing understanding agreement by the parties, whether formal or informal regarding any such matters are hereby superseded. Except as provided in this agreement, it is agreed and understood that each party to this agreement voluntarily waives its rights to negotiate with respect to any matter raised in negotiation or covered in this agreement, for the duration of the agreement.

With respect to other matters within scope of negotiations, negotiations may be required during the term of this agreement as provided in subsection 16.1.2 below.

16.1.2 The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this agreement.

The parties recognize that during the term of this agreement, it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CDF FIREFIGHTERS of the proposed change 30 days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 8 where all three of the following exist:

16.1.2.1 Where such changes would affect the working conditions of a significant number of employees in Unit 8.

16.1.2.2 Where the subject matter of the change is within scope of representation pursuant to SEERA.

16.1.2.3 Where CDF FIREFIGHTERS requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this agreement. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of SEERA.

Unless otherwise provided herein, or unless changed by mutual agreement, there shall be no diminution of existing wage rates and substantial monetary employee benefits during the term of this agreement. Provided, however, the parties agree to meet and confer over alternatives to layoff and/or other unforeseen economic crisis.

Section 16.2 Savings Clause

16.2.1 Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the agreement shall continue in force. Upon issuance of such a decision, the parties shall meet as soon as practicable to attempt to renegotiate the invalidated provision(s).

16.2.2 If the minimum wage is increased by law beyond the salary or hourly rate received by any Unit 8 employee, his/her salary and hourly rate will be raised to, at least, the new minimum wage.

Section 16.3 Hold Harmless

The parties agree to defend jointly the provisions of this MOU, and related agreements, from collateral challenges. If such challenges occur, the employer will hold CDF FIREFIGHTERS harmless with reference to legal expenditures, costs, or judgments.

Section 16.4 Duration

16.4.1 The term of this agreement is from July 1, 2010 through July 1, 2013.

16.4.2 The Union shall have the election of reopening this MOU, for the third year of the agreement, on compensation items only.

Section 16.5 Negotiations Groundrules

In any negotiations during the term of this agreement, the following groundrules will apply.

16.5.1 Bargaining sessions between the State and CDF FIREFIGHTERS shall be conducted at dates and times agreed to by the parties. At the conclusion of each bargaining session, the parties shall agree on an agenda in advance. Additional items may be added to the agenda at the bargaining session upon mutual agreement. Each party shall attempt to give the other at least 72-hours notice before canceling a scheduled meeting.

16.5.2 A total of five (5) members of the CDF FIREFIGHTERS negotiating team shall be granted State paid release time if they were otherwise scheduled for work at the time negotiations occur. The time for any extra team members will be deducted from the CDF FIREFIGHTERS Release Time Bank. All other expenses related to negotiations shall be borne by CDF FIREFIGHTERS.

16.5.3 The Union and State agree that negotiating sessions will take place in the Sacramento area unless a requested change is mutually acceptable and that each party shall share equally in providing a negotiating room and at least one separate caucus room. By mutual agreement different locations and arrangements may be made. The party arranging for the negotiating room will also provide at least one separate caucus room and pay for all room costs.

16.5.4 All proposals by both parties shall be reduced to writing before any tentative agreement is reached. Tentative agreements become binding only when settlement is reached on all items properly placed on the table. As the union is the moving party, it will present its proposals first.

16.5.5 All bargaining sessions shall begin at 10:00 a.m. and end no earlier than 5:00 p.m. unless changed by mutual agreement. All caucuses shall be limited to 60 minutes. There shall be no smoking in the negotiation room.

16.5.6 If the negotiations should result in impasse, CDF FIREFIGHTERS only will present the issues to its membership. Upon reaching a tentative agreement on the total agreement, both CDF FIREFIGHTERS and the State agree to support and recommend ratification of the contract to the Legislature. The parties agree to notice each other prior to any communications with the news media.

Section 16.6 New Classifications

If the Unit is changed to add new classifications of employees, the parties will immediately begin bargaining to establish the wages, hours and working conditions of these employees.

ARTICLE 17 – SALARIES

Section 17.1 Performance Appraisal and Performance Salary Adjustments

17.1.1 This section shall specify the manner in which employee job performance is appraised and the manner in which employees receive performance salary adjustments within the salary range. These salary adjustments shall be based on successful job performance and are not a right of the employee, but must be earned.

17.1.2 Performance Appraisal

17.1.2.1 Performance appraisal reports shall be: (a) in writing; (b) be completed at least once a year; and (c) state whether or not the employee has been performing his/her job duties successfully. An overall rating of satisfactory or higher on performance appraisal reports being utilized as of the effective date of this agreement shall be considered successful job performance.

17.1.2.2 Each employee shall receive a copy of his/her appraisal report and shall have the opportunity to discuss the report with the rater before it is filed.

17.1.3 Performance Salary Adjustments

17.1.3.1 Effective January 1, 1999, or the effective date of this agreement, whichever is later, the existing five percent (5%) Merit Salary Adjustment program shall be discontinued and replaced by Performance Salary Adjustments, except the current practice shall continue for seasonal employees.

17.1.3.2 Effective January 1, 1999, or the effective date of this agreement, whichever is later, on each salary anniversary date, employees who have not reached the maximum of the salary range shall receive a performance salary adjustment of five percent (5%) (not to exceed the range maximum) when the appointing power certifies that the employee is performing successfully based upon their performance appraisal in part 17.1.2 above. At the discretion of the appointing power employees who are not granted a performance salary adjustment may be reconsidered for a performance salary adjustment at any future time, but at least within 90 days

17.1.4 Salary Rules

17.1.4.1 The union agrees that the provisions in Article 5. Compensation of the Department of Personnel Administrations Code of Regulations shall apply to Unit 8 with the understanding that:

17.1.4.1.1 These Regulations shall be amended as shown in Attachment A (of the proposal by DPA on 6/12/97), effective January 1, 1998, except for the amendment to Section 599.684 (Appeal from Merit Salary Adjustment Action) which shall be effective July 1,1997, or the effective date of this agreement, whichever is later; and

17.1.4.1.2 If there are any differences between that Attachment A and Article 5 on or after January 1, 1998, the provisions in that Attachment A shall prevail.

17.1.5 Supplemental Salary Adjustments

17.1.5.1 At the discretion of the appointing power and in conformance with Section 599.689.2 effective January 1, 1999, an employee may receive a supplemental salary adjustment of one percent (1%), two percent (2%), or three percent (3%) per fiscal year for reasons including but not limited to outstanding job performance, increased responsibility or unusual recruitment/retention problems. The reason for granting a supplemental salary adjustment shall be documented and kept on file for a minimum of three years. These supplemental salary adjustments may be permanent or temporary as follows:

17.1.5.1.1 An employee's base salary may be permanently increased provided that the increase does not result in a salary rate beyond the maximum of his/her salary range.

17.1.5.1.2 If the supplemental salary adjustment results in a salary rate beyond the maximum of the employee's salary range, the increase shall be temporary.

17.1.5.1.3 Temporary supplemental salary adjustments shall not exceed one year in duration and may be rescinded or modified at any time at the discretion of the appointing power.

17.1.5.1.4 Temporary supplemental salary adjustments shall be paid as a pay differential and the following shall apply:

17.1.5.1.4.1 Temporary supplemental salary adjustments shall not be subject to PERS Deduction.

17.1.5.1.4.2 Temporary supplemental salary adjustments shall be included in the rate to calculate overtime for FLSA covered employees, industrial disability leave and enhanced industrial disability leave if applicable to this Bargaining Unit.

17.1.5.1.4.3 Temporary supplemental salary adjustments shall not be included in the rate to calculate non-industrial disability insurance and lump sum vacation, sick leave and extra hour payments.

17.1.6 Appeals

17.1.6.1 An employee may only appeal his/her performance appraisal pursuant to the Minor Discipline appeals process of this MOU.

17.1.6.2 An employee whose performance salary adjustment is denied may grieve that action using the minor discipline process. The only grounds for such appeals shall be limited to the following:

17.1.6.2.1 Failure to receive a performance appraisal or other substantive documented performance feedback during the one year period prior to the employee's salary review.

17.1.6.2.2 Clear and compelling disparity between the appointing power or designee's failure to grant a performance salary adjustment and the employee's performance appraisal.

17.1.6.2.3 Circumstances clearly and substantially indicating that the appointing power or designee's salary action was determined by factors other than the employee's job performance.

17.1.6.3 If an employee does not receive an appraisal within the last 12 months, he / she will automatically receive the performance salary adjustment.

17.1.6.4 An employee who receives a supplemental salary adjustment pursuant to Section 599.689.2 may not appeal any of the following through the grievance and arbitration provision of this contract.

17.1.6.4.1 The amount of the supplemental salary adjustment.

17.1.6.4.2 The appointing power's decision to make a supplemental salary adjustment temporary.

17.1.6.4.3 The duration or early termination of a temporary supplemental salary adjustment.

17.1.6.4.4 An employee who does not receive a supplemental salary adjustment pursuant to Section 599.689.2 may not appeal the failure to receive such an increase through the grievance and arbitration provision of this contract.

Section 17.2 Wages

Effective January 1, 2012, all Bargaining Unit 8 classifications subject to POFF retirement shall be adjusted by increasing the maximum of all classifications by 4%. Employees at the old maximum salary range for a minimum of twelve (12) qualifying pay periods shall receive a 4% increase (for example: an employee who has been at the maximum rate for a total of 14 qualifying pay periods shall move to the new step on January 1, 2012). Employees at the old maximum rate for less than twelve (12) qualifying pay periods shall receive a new anniversary date based on qualifying service (for example, an employee who has been at the maximum rate for 10 qualifying pay periods will be given a new anniversary date of two months, so that when the employee completes the two remaining qualifying pay periods the employee shall move to the new top step). Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682(b) and 599.687.

Effective January 1, 2012, all Bargaining Unit 8 classifications subject to Miscellaneous/Industrial retirement shall be adjusted by increasing the maximum of all classifications by 5%. Employees at the old maximum salary range for a minimum of twelve (12) qualifying pay periods shall receive a 5% increase (for example: an employee who has been at the maximum rate for a total of 14 qualifying pay periods shall move to the new step on January 1, 2012). Employees at the old maximum rate for less than twelve (12) qualifying pay periods shall be receive a new anniversary date based on qualifying service (for example: an employee who has been at the maximum rate for 10 qualifying pay periods will be given a new anniversary date of two months, so that when the employee completes the two remaining qualifying pay periods the employee shall move to the new top step). Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682(b) and 599.687.

This language does not apply to Firefighter Is.

Section 17.3 Firefighter I Wages

17.3.1 Effective July 1, 1999, the determination of the salary level for Firefighter I shall be based on months of employment with CDF as a Firefighter I. Firefighters I will advance one salary step from their current salary step as established on June 30, 1999, for each six (6) qualifying pay periods but not to exceed the top step. The new Firefighter I, without prior employment with CDF as a Firefighter I, shall enter at step I.

17.3.2 During the term of this Agreement, Firefighter I steps shall be adjusted so that the bottom step remains at least at the level of State or Federal minimum wage, whichever is higher.

17.3.3 Effective January 1, 2012, the Firefighter I classification shall be adjusted by increasing the maximum of the classification by 4%. This shall be accomplished by the creation of a sixth step, 4% higher than the previous highest step. Employees at the old maximum step with less than six qualifying pay periods at that step shall have to complete the six pay periods before advancing to the newest, highest step. For example, an employee who has been at the old maximum step for four qualifying pay periods shall have to complete the two remaining qualifying pay periods, and then he/she shall advance to the newest top step. Qualifying service toward the six (6) qualifying pay periods shall be in accordance with DPA Rules 599.682(b) and 599.687.

Section 17.4 Alternate Range 40

17.4.1 Employees in the following classifications are eligible for Alternate Range 40 compensation based on the existing criteria:

Forestry Technician

Forestry Assistant I

Forestry Assistant II

Heavy Fire Equipment Operator

17.4.2 Classifications found to be eligible for AR 40 compensation will be so designated.

Section 17.5 Out-of-Class Pay

17.5.1 No employee can be involuntarily assigned to work out-of-class.

17.5.2 If the department head or his designee requires an employee in writing to work in a higher classification for more than 30 consecutive days (and the employee consents) the employee shall receive a pay differential of 5% over his/her normal daily rate of the class to which he/she is appointed for that period in excess of 30 days. If a department head or designee requires in writing (and the employee consents), an employee to work in a higher classification for 60 consecutive calendar days or more, the employee shall receive a pay differential of 5% over his/her normal daily rate of the class to which he/she is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds 120 consecutive calendar days, the employee shall be entitled to receive the difference between his/her salary and the salary of the higher class at the same step the employee would receive if he/she were to be promoted to the class, for that period in excess of 120 consecutive calendar days. No employee will be assigned to out-of-class work for more than one year. The differential shall not be considered as part of the base pay in computing the promotional step in the higher class.

Section 17.6 Fire Captain - Salary Upon Promotion or Transfer

17.6.1 Any permanent or probationary Fire Apparatus Engineer promoting to Fire Captain (B) will receive a minimum increase in pay of 3 steps or 15%.

17.6.2 Any permanent or probationary Fire Captain (A) who moves to Fire Captain (B) will receive a 10% or 2 step increase in pay while retaining his/her anniversary date.

17.6.3 Any permanent or probationary Fire Captain (B) who moves to Fire Captain (A) will receive a 10% or 2 step decrease in pay while retaining his/her anniversary date.

17.6.4 Permanent or probationary employees moving from either Fire Captain (A) or (B) to another classification shall do so from their salary step at the time of the classification change.

17.6.5 A Bargaining Unit member who promotes from Fire Captain to any grade I position will be placed at a salary level in the new range which is at least five percent higher than the employees current salary level.

Section 17.7 Fire Captain Out-of-Range Assignments

17.7.1 An assignment to work in a camp with inmates/wards will take place only with the employee's consent or only if an immediate operational need exists. However, any Fire Captain on a voluntary overtime list for camp overtime qualified pursuant to the Camp Operations Handbooks may be assigned to work with inmates/wards.

17.7.2 During the course of an active emergency, if management determines that an immediate operational need exists, any employee can be assigned any duties for the duration of the emergency.

17.7.3 A Fire Captain, Range A, working out-of-range will receive Range B compensation in two week increments. To qualify for Range B compensation the employee must work for a minimum of two shift patterns during any one pay period. When Fire Captains B work out-of-range they will not lose their Range B pay.

17.7.4 Such assignments will only occur on a short term basis and will not be substituted for appointments to the proper range.

17.7.5 In any case the employee volunteering or selected for the assignment(s) must meet all the minimum qualifications for the range assigned, except for an emergency arising during an incident.

Section 17.8 Bilingual Pay Differential

17.8.1 A bilingual differential of $100.00 per month shall be paid to Unit 8 employees in accordance with SPB and DPA laws, rules, and policies except assignments will be made to the employee rather than the position.

Section 17.9 Hazmat Recruitment and Retention Incentive

17.9.1 Any Unit 8 employee regularly assigned to any dedicated HAZMAT emergency response unit on a full time basis, or at the discretion of the Unit Chief, any Unit 8 employee who is a HAZMAT technician or specialist who is required to maintain certification and a yearly baseline physical as part of his/her assignment as a member of a hazardous material response team shall have his/her salary increased by $150 for each pay period while so assigned.

17.9.2 Employees meeting the qualifications listed above and being paid as described for three years or more, who promote into another classification within CDF will do so from his/her salary at the time of the promotion, not to exceed the maximum of the classification to which he/she is promoting.

Section 17.10 Longevity Pay Differential

17.10.1 Bargaining Unit 8 employees shall be eligible to receive the monthly pay differential as listed below:

17 & 18 years	1%
19 years	2%
20 years	3%
21 years	4%
22, 23 & 24 years	5%
25 years	7%

17.10.2 For purposes of determining eligibility, all time spent in state service shall count, as long as the employee is in Bargaining Unit 8 at the time eligibility for the pay differential is approved.

17.10.3 The above percentages are non-cumulative; i.e., an employee who has been in state service for twenty (20) years is eligible for a pay differential of three percent (3%) above base salary, not the cumulative total of years 17, 18, 19 and 20 (e.g. 7%).

Section 17.11 Educational Incentive Pay

17.11.1 Effective July 1, 1998 the State shall pay $75 per pay period to all permanent employees who meet at least one of the following criteria:

17.11.1.1 Permanent employees in fire protection classifications who have been journeyed under the approved JAC program or who have been granted a journey-level equivalency, or permanent employees in fire protection classifications with an appointment prior to the initiation of the California Fire Fighter JAC Program on July 1, 1983 (for HFEO and Forestry Pilot (Helicopter) see subsection 17.11.1.3 below).

17.11.1.2 Employees in the following classifications:

Battalion Chief (non-supervisory)

Forester I (non-supervisory)

Forester II (non-supervisory)

Assistant Chief (non-supervisory)

17.11.1.3 Employees in classifications that do not require a JAC certificate program (e.g. Forestry Pilot (Helicopter), Heavy Fire Equipment Operator, Fire Prevention Assistant, Fire Prevention Specialist I and II, Forestry Logistics Officer I) who have completed 60 units from an accredited community college, college or university.

Section 17.12 Paramedic Recruitment and Retention Differential

A. In recognition of recruitment and retention problems in the paramedic classifications, the parties agree that the State shall provide an annual recruitment and retention pay differential as described below.

B. This differential applies to the following classifications:

Classification Title

Fire Fighter II (Paramedic)

Fire Apparatus Engineer (Paramedic)

Fire Captain (Paramedic)

C. An employee is eligible to receive annually this differential for each qualifying pay period in any of the eligible classifications. The qualifying pay periods are cumulative (time employed by CDF in any of the three qualifying classifications) and need not be consecutive. In addition, the employee must be employed by the California Department of Forestry and Fire Protection (CDF) at the time of payment. However an employee who retires from State service shall receive a pro rata payment for the year he/she retires.

D. For each qualifying pay period where the employee worked in one of the eligible classifications he/she will be compensated according to the following schedule:

One (1) qualifying pay period to twelve (12) qualifying pay periods	$250.00 for each period ($3,000.00 each year)
Thirteen (13) qualifying pay period to twenty four (24) qualifying pay periods	$300.00 for each period ($3,600.00 each year)

Twenty five (25) qualifying pay period to thirty six (36) qualifying pay periods	$350.00 for each period ($4,200.00 each year)
Over thirty seven (37) qualifying pay periods	$500.00 for each period ($6,000.00 each year)

E. Existing DPA rules will be used to determine qualifying pay periods. Employees gaining CDF employment through the SPB Blanketing-in procedure will receive full credit for time spent as a paramedic with the prior employer as if that time were with CDF in one of the eligible classifications.

F. This annual differential payment shall be considered compensation for purposes of retirement contributions.

G. This provision is effective July 1, 2001. Except as described below, this annual differential shall be paid during the November pay period each year. This payment will be for the preceding twelve (12) pay periods (November through October).

The first payment shall be paid during the February 2002 pay period and shall be for the July through October 2001 pay periods, inclusive. Thereafter the differential shall be paid in the November pay period of each year as described above.

Section 17.13 HFEO Passenger Endorsement Pay

Effective May 1, 2001 Heavy Fire Equipment Operators who have or obtain a passenger endorsement on their driver's license and provide proof of such are eligible to receive a pay differential of $75 per pay period.

ARTICLE 18 – APPRENTICESHIP AND TRAINING

Section 18.1 Apprenticeship Program and Training

18.1.1 New permanent full-time appointments to the classes of Fire Apparatus Engineer, Fire Apparatus Engineer (Paramedic), Fire Fighter II, and Fire Fighter II (Paramedic) will continue to be indentured as Apprentices under the California Firefighter Joint Apprenticeship Committee ("JAC").

18.1.2 The Sub-JAC for CDF will continue with three representatives from labor and three from management. Sub-JAC may act by majority vote of both its labor and management members.

18.1.3 The apprenticeship academy program for Fire Fighter II or Fire Fighter II (Paramedic) will include sufficient training to assure employees of Fire Fighter I certification by the State Fire Marshal. The Sub-JAC may change these terms by majority vote of both labor and management members.

18.1.3.1 The parties agree that all or part of the apprenticeship training academy for Fire Fighter II or Fire Fighter II (Paramedic) may at the State's option be conducted at the region or ranger unit level if approved by the Sub- JAC. The training will ensure a competency level of certified Fire Fighter I by the State Fire Marshal while allowing recognition of local needs.

18.1.4 The apprenticeship training academy program for Fire Apparatus Engineer and Fire Apparatus Engineer (Paramedic) will consist of an additional four weeks of training which will be added to the Fire Fighter II class. The class will include sufficient training to assure employees of Fire Fighter I, Fire Apparatus Driver/Operator and Fire Investigator IA certification by the State Fire Marshal. The Sub-JAC may change these terms by majority vote of both labor and management members. One of the ten weeks may at the State's option consist of training academies at centralized regional locations immediately followed by nine weeks of training at the CDF Academy.

18.1.5 CDF shall conduct all such apprenticeship training academies in accordance with the apprenticeship standards developed for CDF and approved by the Administrator of Apprenticeship, Division of Apprenticeship Standards. The Sub-JAC may change the curriculum by majority vote of both labor and management members.

18.1.6 Following successful completion of academy training, apprentices will, as a condition of employment, participate in training provided by CDF consistent with the Apprenticeship Standard requirements and the curriculum established by Sub-JAC. Such related and supplemental training will average 144 hours per year over a 36-month apprenticeship term. Current practice concerning early final exams may not be changed without the consent of the Sub-JAC.

18.1.7 The employer may apply hours of community college training toward related and supplemental training required during the three-year apprenticeship only as allowed by the Apprenticeship Standards. The courses must be approved by Sub-JAC.

18.1.8 FAE's and FAE (Paramedics) hired after inception of the apprenticeship program will be required to successfully complete their apprenticeship before appointment to the Fire Captain classification.

18.1.9 An appeals process for persons terminated from apprenticeship positions because of a failure to meet training standards will be governed by the Apprenticeship Standard and applicable provisions of the Apprenticeship Law.

ARTICLE 19 – DISCIPLINE

Section 19.1 Introduction

19.1.1 This article sets forth terms pertaining to disciplinary actions, and the exclusive procedures that shall be used to seek review of disciplinary actions.

19.1.2 Employees who receive major or minor disciplinary actions can either appeal to the State Personnel Board, or file a grievance pursuant to the terms of this article.

Section 19.2 General Provisions

19.2.1 Exclusive Procedure

19.2.1.1 The grievance procedure contained in this article shall be the exclusive procedure for resolving disciplinary actions when employees waive direct appeal to the State Personnel Board.

19.2.2 Definitions

19.2.2.1 Disciplinary (Adverse) Action

19.2.2.1.1 “Discipline”, “disciplinary action” and “adverse action” mean punitive dismissals, demotions, suspensions, or reductions in pay.

19.2.2.1.2 Written reprimands and rejection during probation are not considered disciplinary action, and as such, may not be grieved or arbitrated pursuant to the terms of this article.

19.2.2.2 Major Discipline

Major discipline is defined as dismissal, permanent demotion, suspension of more than 5 days, or a temporary demotion or reduction in pay greater than 5 percent (or one step) for more than five months (or equivalent).

19.2.2.3 Minor Discipline

Minor discipline is defined as suspension for 5 days or less, or a reduction in pay of 5 percent (or one step) for five months or less (or equivalent).

19.2.3 Process for seeking review of reprimands and rejections during probation.

19.2.3.1 Rejections on probation shall be subject to review by the State Personnel Board pursuant to Govt. Code § 19175.3 only.

19.2.3.2 Written reprimands may not be appealed to the State Personnel Board. Written reprimands may be grieved up to the third step of the grievance procedure contained in Article 6.

19.2.4 Grounds for Taking Disciplinary Action

Discipline irrespective of whether it is major or minor, and regardless of whether it is grieved pursuant to the terms of this Article or appealed to the State Personnel Board, may be taken against an employee for (1) just cause; (2) any of the causes for discipline listed in Government Code Section 19572.1; and/or (3) that specified in Government Code Section 18155.

19.2.5 Timing, Service and Contents of Disciplinary Actions

19.2.5.1 Disciplinary action shall be served on the employee at least five (5) Monday-Friday working days prior to the effective date of the proposed discipline.

19.2.5.2 The notice of disciplinary action shall be served personally or by regular first class U.S. mail by the enclosure of such notice in a sealed envelope addressed to the employee’s last known address.

19.2.5.3 The notice shall include:

19.2.5.3.1 A statement of the nature of the discipline;

19.2.5.3.2 The effective dates of the action;

19.2.5.3.3 The reason for the action in ordinary language;

19.2.5.3.4 A statement advising the employee that s/he may answer orally or in writing in advance of the effective date to a representative of the appointing authority who has the authority to make or recommend a final disciplinary action;

19.2.5.3.5 A statement advising employees subject to major discipline about their right to file a grievance or appeal to the State Personnel Board;

19.2.5.3.6 A statement advising the employee of the time within which a grievance must be filed, and the name of the person specified by the State with whom the grievance must be filed; and,

19.2.5.3.7 A copy of all materials upon which the action is based.

19.2.5.4 Failure of the appointing power to comply with the notification requirements contained in this subsection will not affect the validity of the action, or change the nature of the penalty imposed.

19.2.6 Amending Disciplinary Actions

19.2.6.1 The appointing power may amend or withdraw notices of disciplinary action at any time before commencement of proceedings before the Board of Adjustment or an arbitrator, whichever is applicable.

19.2.6.2 If the action is amended, the appointing power shall re-serve the employee with a new or amended notice of disciplinary action and all material upon which the new or amended action is based that was not already served on the employee with the earlier notice.

19.2.7 Right to Inspect Documents & Conduct Interviews

19.2.7.1 Discovery Prior to Board of Adjustment

19.2.7.1.1 Minor Discipline – Production of Documents Only

Discovery shall be limited, unless as otherwise provided herein, to the production of documents as provided in Government Code Section 19574.1 et seq. The parties contemplate such production by informal process rather than formal subpoena process. The neutral arbitrator (even by conference call) shall resolve any disputes in this regard, keeping in mind the parties' desire for an expeditious and non-burdensome (for both parties) discovery process which still accomplishes fairness.

19.2.7.1.2 Major Discipline – Production of Documents and Employee Interviews

Discovery shall be pursuant to Government Code Section 19574.1. A neutral arbitrator (even by conference call) shall resolve any disputes in this regard, keeping in mind the parties' desire for an expeditious and non-burdensome (for both parties) discovery process which still accomplishes fairness.

19.2.7.2 Discovery Prior to Arbitration

Arbitration shall be a "normal" arbitration without any of the limits relative to the hearing of witnesses, production of documents. It shall be conducted as described in California Code of Civil Procedure Section 1280 et seq. Discovery shall still exist as provided in Government Code Section 19574.1 except that any disputes under that section shall be resolved by the arbitrator (including by conference call).

19.2.8 Untimely Grievances and Appeals To State Personnel Board

19.2.8.1 Failing to file (or appeal) a grievance within the timeframes specified in this article waives the employee's right to grieve pursuant to the terms of this agreement. If an employee or his/her representative files an untimely grievance, said grievance shall be deemed withdrawn with prejudice.

19.2.8.2 Failing to appeal to SPB within the statutorily prescribed timeframes waives the employees right of appeal to the State Personnel Board.

19.2.9 Remedy Available

19.2.9.1 The only remedy available as the result of grieving a disciplinary action, or appealing it to the State Personnel Board, shall be revoking the action or amending the penalty, except that nothing in this section forecloses on back pay, interest, reinstatement of lost benefits, offsets, etc. as provided in Government Code Section 19584, and creative remedial solutions (e.g., "last chance agreements") are permitted.

19.2.9.2 Penalties determined as result of grieving a disciplinary action, or appealing to the SPB, shall not jeopardize the employee's status under the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act of 1938, as amended (Title 29, Section 213(a)(1), U.S. Code) and in Part 54 of Title 29 of the Code of Federal Regulations, as defined and delimited on the effective date of this agreement, and as those provisions may be amended in the future.

Section 19.3 Informal (Skelly) Grievance Meeting

19.3.1 Employees shall be given an opportunity to respond, either orally or in writing, to the appointing power prior to the effective date of the action.

19.3.2 The representative of the appointing power shall have the authority to amend, modify or revoke the proposed action or make recommendations regarding the same to the appointing power.

19.3.3 A final decision regarding imposition of the discipline shall be served on the employee within seven (7) calendar days following the employee's oral response, or within seven (7) calendar days following receipt of the employee's written response, whichever is applicable.

Section 19.4 Electing Remedy and Filing Grievance

19.4.1 Election of Forum

19.4.1.1 Employees who receive major disciplinary actions shall have the choice of invoking the jurisdiction of the State Personnel Board by way of answer and appeal, or filing a grievance pursuant to the terms of this article.

19.4.1.2 The choice of forum rests solely with the employee; however, once a forum is selected, the decision is irrevocable.

19.4.1.3 If an employee appeals to SPB and files a timely grievance, the SPB appeal shall automatically be considered withdrawn with prejudice.

19.4.2 Filing Grievances

19.4.2.1 Required Forms

19.4.2.1.1 Grievances must be filed in writing on an official grievance form, or a writing that contains the same information.

19.4.2.1.2 An “Acknowledgement and Waiver” form signed by the affected employee must be submitted with the grievance regarding major and minor discipline (see Appendix B).

19.4.2.1.3 If an “Acknowledgement and Waiver” form is not submitted with the grievance, the grievance shall be deemed withdrawn with prejudice.

19.4.2.2 Time Limit for Filing Grievance

19.4.2.2.1 Major discipline grievances must be filed within ten (10) calendar days following actual or constructive notice of the decision at the informal (Skelly) grievance decision, or 14 calendar days following the effective date of the action if the employee does not seek to respond in advance of the effective date at the informal grievance level.

19.4.2.2.2 Failure to file a grievance within the deadlines specified renders the discipline final.

19.4.2.2.3 Where to File Grievance

Grievances shall be filed directly with the Labor Relations Office for the department in which the grievant is employed.

Section 19.5 Grievance, Settlement, Arbitration and SPB Review Procedure

19.5.1 Step 1 – Board of Adjustment

19.5.1.1 Board of Adjustment

The labor/management Board of Adjustment (BOA) shall be the first step in the grievance procedure. The purpose of the BOA is to provide a voluntary, alternative dispute resolution system for resolving grievances.

19.5.1.1.1 The BOA shall be comprised of two individuals selected by the employer, and two individuals selected by the union.

19.5.1.1.2 The union and employer will each designate one of their members who will serve a term of two years and one with a one-year term. All appointees thereafter will have two-year terms that may be renewed by their respective parties.

19.5.1.1.3 If an individual who is selected to serve on the BOA is unable to serve for whatever reason, a substitute may be appointed.

19.5.1.1.4 The employer and union shall bear all costs for their BOA appointees except that union appointees shall be on State release time.

19.5.1.1.5 Any procedural disputes regarding any section of this Article must be raised before the BOA or they are forever waived. Such disputes shall be addressed by the BOA at the same time the merits of the grievance are considered, and such disputes may not be grieved or arbitrated under Article 6 of this agreement.

19.5.1.2 Procedural Matters

19.5.1.2.1 The BOA shall determine all procedures for hearing, except as otherwise provided for in this agreement. Said procedures shall be determined by majority vote.

19.5.1.2.2 The BOA shall not be bound by common law, statutory rules of evidence, technical or formal rules of procedure, or precedential decisions, but shall review the submitted documents and declarations in such a manner as necessary to reach a just and proper decision based on all relevant evidence properly submitted.

19.5.1.2.3 The BOA shall not adopt procedural rules, or vote on disciplinary grievances, unless one representative from each side is in attendance. Proxies are allowed.

19.5.1.2.4 One Board member representing a party (employer or Union) may cast the vote of the other representative of that party if he/she is absent. The decision of the BOA shall be determined by majority vote. Thus, a 4-0, 3-1 or 3-0 vote determines a matter. The BOA may meet by conference call. The BOA may waive a meeting and agree to send a matter directly to arbitration. BOA members need not attend arbitration.

19.5.1.2.5 The BOA must provide the parties (or their representative) the opportunity to present information and argue orally.

19.5.1.2.6 Information received by the BOA, and discussions between BOA members shall be confidential.

19.5.1.2.7 All decisions shall be made in executive session.

19.5.1.2.8 The intent of this BOA process is to have expeditious but fair hearings. The Board shall consider only the written materials provided by the parties prior to the hearing. However, the Board may order sworn testimony, the subpoenaing of one or more witnesses, or the production or receipt into evidence of documents upon motion of either party, if the Board determines that a just hearing and/or decision requires same. The parties contemplate that such a determination will be the exception rather than the rule.

19.5.1.2.9 Subject to Section 19.5.1.2.8 the BOA ordinarily will not conduct evidentiary-type hearings regarding discipline grievances. In cases of minor discipline, the grievant shall be given a total of 15 minutes for an opening statement/argument and rebuttal. The employer shall be given a total of 15 minutes for its responding statement/argument.

19.5.1.3 Board of Adjustment Decisions

19.5.1.3.1 The BOA may decide the matter at its monthly meeting, or it may defer decision until a subsequent meeting, but in no case more than 45 days after the matter is heard.

19.5.1.3.2 The BOA shall document its action in writing on a form provided by the Department of Personnel Administration within two working days after the BOA takes action. Copies will be simultaneously served on the grievant, union and department Labor Relations Officer.

19.5.1.3.3 The BOA shall not have the power to add to, subtract from, or modify this agreement.

19.5.1.3.4 Board of Adjustment determinations are not subject to challenge, review or confirmation in any forum, administrative of judicial, except as provided in Code of Civil Procedure Section 1285 et seq.

19.5.1.3.5 If the BOA decides a grievance by majority vote:

a. The decision shall be final and binding and may be enforced as an arbitration award under California Code of Civil Procedure Section 1280 et seq; and,

b. The State shall pursuant to Larson v. State Personnel Board withdraw or amend the Notice of Adverse Action to conform with the BOA determination or settlement.

19.5.1.3.6 If the BOA does not reach a determination by majority vote the action shall be sustained unless the union appeals the action through the arbitration procedures outlined in this article.

19.5.1.3.7 If the union fails to make a timely request to arbitrate, it shall be construed to mean a dispute concerning the adverse action no longer exists and the discipline shall become final.

Section 19.5.2 Step 2 – Arbitration

19.5.2.1 Invoking Arbitration

19.5.2.1.1 Arbitration must be requested within ten (10) days following the BOA decision.

19.5.2.2 About the Arbitrator

19.5.2.2.1 The selection of the neutral arbitrator shall be as provided in Article 6. In other words, the arbitrator may vary from one discipline case to the next. However, in cases involving minor discipline the arbitrator shall be Alexander Cohn, except as agreed otherwise.

19.5.2.2.2 The cost of arbitration shall be borne equally between the appointing power and union.

19.5.2.3 Authority of Arbitrator

The arbitrator shall not have the power to add to, subtract from, or modify this agreement.

19.5.2.4 Procedural Matters

19.5.2.4.1 If the grievant fails to appear for the hearing (including through a representative) (and the matter has not been continued for good cause by the arbitrator), the grievance shall be deemed dismissed with prejudice and the adverse action shall be final.

19.5.2.4.2 The arbitration shall be conducted as provided in California Code of Civil Procedure Section 1280 et seq. At the arbitration hearing, both sides may introduce evidence, call and cross-examine witnesses, and submit written briefs. Arbitration proceedings shall be transcribed at the request of either party; otherwise they shall be tape recorded.

19.5.2.4.3 Hearsay is admissible but shall not be the sole basis for a decision.

19.5.2.5 Arbitrator Awards

19.5.2.5.1 The arbitrator's award shall be final and binding.

19.5.2.5.2 Arbitration awards are not subject to challenge or review in any forum, administrative or judicial, except as provided in CCP § 1285 et seq.

Section 19.6 Settlements

Nothing in the article is intended to preclude the parties from independently settling disputes arising from disciplinary actions.

Section 19.7 Hearings

19.7.1 SPB Disciplinary Action Appeal Hearings

19.7.1.1 This section applies to hearings conducted by State Personnel Board (SPB) staff when a disciplined employee elects appeal to SPB rather than invoking the alternative dispute resolution procedures contained in Article 19 of this agreement.

19.7.1.2 The parties recognize and appreciate the inefficiencies result for SPB when the parties to a hearing delay settlement or are unrealistic in their scheduling projections. The parties are therefore committed to avoiding and minimizing these issues for the convenience of SPB while carrying out rights conferred by this section.

19.7.2.1 Full Initial Day of Hearing

19.7.2.2 The State Personnel Board shall calendar hearings for a full, initial day, if requested by either party based on a good faith belief that (a) at least one full day of hearing will be required; (b) that the parties will be prepared to present a full day's case on the first day of hearing; and, (c) the matter will not first settle without resort to hearing.

19.7.2.3 The State Personnel Board will notify the parties of this right in its acknowledgement letter. Requests for a full, initial day of hearing must be received by the Board no later than 10 days after receiving SPB's acknowledgement letter, and copy must be simultaneously sent to the opposing party. If a timely request is not made, the SPB may set the first day of hearing for no less than one half-day.

19.7.3 Selection of Administrative Law Judge

At the same time the State Personnel Board sends out its acknowledgement letter it will give the parties the names of three Administrative Law Judge (ALJ) who could be assigned to hear the case. The parties will each have the right to strike one name from the list of three. Only a judge not stricken from the list of three shall be appointed to hear the case.

19.7.4 Multiple-Day Initial Setting

19.7.4.1 The State Personnel Board shall initially calendar hearings for multiple days when the parties believe in good faith that (a) more than one day of hearing will be required; and, (b) the matter will not settle.

19.7.4.2 If either party to the disciplinary dispute believes that the hearing will take more than one day, that party shall contact the other and the parties will make a good faith attempt to estimate the number of days that will be required. They will also attempt to identify dates (and alternative dates) they are available for multiple days of hearing.

19.7.4.3 Upon receipt of the State Personnel Board's acknowledgement letter, the party desiring multiple days of hearing shall notify the Board about the number of estimated hearing days that will be required and proposed hearing dates agreed to by the parties. Requests must be received by the Board no later than 10 days after receiving SPB's acknowledgment letter, and a copy must be simultaneously sent to the opposing party. If the parties cannot agree on proposed hearing dates, then the requesting party shall only notify SPB about the estimated number of hearing days required.

19.7.4.4 The State Personnel Board shall schedule the matter for multiple days of hearing on the dates agreed to by the parties if an ALJ not stricken is available. An ALJ shall be considered available if he/she is not previously scheduled for time off, a hearing or other necessary and legitimate business-related event (e.g. meeting).

If the parties have been unable to agree on proposed hearing dates or the ALJ is available on the dates agreed upon, then SPB shall respond to timely requests by providing the parties with proposed multiple days for the hearing. If a party rejects a proposed hearing date, that party will be responsible for contacting the other to obtain alternative dates that are mutually acceptable. If no party rejects the hearing dates, a hearing notice will be issued.

19.7.4.5 Initial setting requests of 5 days or less will ordinarily be accommodated by SPB unless it determines the number of days requested is excessive as the result of a pre-hearing conference held with the parties to determine the complexity of the case (e.g., number of witnesses, etc.).

19.7.4.6 Multiple days of hearing will ordinarily be scheduled to occur in two-day blocks, and in consecutive weeks, to avoid (a) the time and expense associated with protracted cases; and, (b) SPB losing an entire week on the calendar in the event of cancellation.

19.7.4.7 The State Personnel Board may not deny continuance requests supported by good cause because the matter was initially set for multiple days of hearing.

19.7.5 Non-Expedited Hearing Decisions

The ALJ's proposed decision shall be finalized within 30 calendar days following the conclusion of the last day of hearing. The proposed decision shall be submitted to the five-member Board as soon as legally possible thereafter.

19.7.6 Expedited Hearings

19.7.6.1 The parties to the dispute may, upon mutual agreement, initiate an expedited hearing process, if the parties to the dispute have a good faith belief that the matter will only take one day of hearing o in dismissal cases.

19.7.6.2 State Personnel Board shall schedule expedited hearings which occur (depending on the parties; availability) no sooner than two (2) weeks, and no later than four (4) week, following State Personnel Board's receipt of a mutual request. The State Personnel Board is not, however, obligated to schedule expedited hearings so soon if all of its ALJ's were previously scheduled for time off, hearings or other necessary and legitimate business-related events (e/g., meetings). Under such circumstances, the hearing shall be scheduled for the earliest open date that coincides with the parties' availability.

19.7.6.3 Mutual requests for expedited hearings shall include a list of dates the parties are not available for hearing for State Personnel Board's scheduling convenience.

19.7.6.4 The AlJ's proposed decision shall be finalized within 20 calendar days following the conclusion of the hearing. The proposed decision shall be submitted to the five-member Board as soon as legally possible thereafter.

ARTICLE 20 – CONTRACT PROTECTION

Section 20.1 Contract Protection

20.1.1 If any other State bargaining unit(s) enter(s) into an agreement with the State that does not have Pension Reform or provides a greater value/total compensation package than this agreement does, taking into account all "takeaways" or enhancements/"sweeteners", Unit 8 members shall receive the difference between the packages/agreements, notwithstanding bona fide litigation matters, such as future court decisions, arbitration settlements and legislative changes. Upon occurrence of such an event, the parties shall meet to discuss the differences and an implementation plan. Only after such discussions and without a mutual agreement may the Union file a grievance.

20.1.2 The term of this article/section shall not apply to successor agreements reached or to agreements that are part of the "group of four" (i.e., units 5, 8, 18, and 19).

20.1.3 Due to the savings achieved through this contract, the State will not implement a new furlough program during the term of this contract ending July 1, 2013.

Section 20.2 Continuous Appropriation

The State and CDFF agree to present to the Legislature, as part of the MOU bill, a provision to appropriate funds to cover the economic term of this agreement through July 1, 2013. This will maintain employee salaries and benefits in case of an untimely budget.

APPENDIX A – SUBSTANCE ABUSE TESTING

Federal Regulations 49 CFR Parts 382, et al and 49 CFR Part 40 require the State of California (State) to test its commercial drivers for controlled substances and alcohol. As specified below, this requirement covers certain employees in Bargaining Unit 8. Having met and conferred, the State and the CDF FIREFIGHTERS agree to the following regarding the impact of this testing on employees in Unit 8.

Section 1 Authority And Purpose

1.1 The State will conduct drug and alcohol testing of commercial drivers in Bargaining Unit 8, as specified in Federal Regulations 49 CFR Parts 382, et al. and 49 CFR Part 40.

1.2 The State will apply all of the provisions of this Agreement to employees in Bargaining Unit 8 who meet the criteria for testing required by 49 CFR Part 382 et al. This includes employees who:

1.2.1 Are in a classification that requires the possession of a Commercial Drivers License (CDL); or who

1.2.2 Possess a CDL and drive a motor vehicle for the State of California that:

1.2.2.1 Has a gross combination weight rating or gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds; or

1.2.2.2 Has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds; or

1.2.2.3 Is designed to transport 16 or more passengers, including the driver; or

1.2.2.4 Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

1.2.3 Possess a CDL and periodically drive a commercial vehicle (as described in subsection 1.2.2 above) for the State, and elect to remain in the federal testing program during their non-driving periods.

1.2.4 The pre-employment and/or random testing provisions of this agreement will not apply to employees who possess a restricted fire fighter license for the operation of emergency firefighting equipment.

1.3 The State will apply the reasonable suspicion testing provisions of his Agreement to all employees in Bargaining Unit 8 who meet the criteria for Testing required by State drug and alcohol testing provisions (Department of Personnel Administration [DPA] Rules 599.960-599.966 and State Personnel Board Rules 213 - 213.6).

1.4 This agreement restates and describes certain of the federal testing provisions and requirements. However, the State and CDF FIREFIGHTERS agree that the applicable federal regulations shall be applied in their entirety, and as they are specifically set forth in the Code of Federal Regulations (CFR). In any conflict between the CFR and this agreement, the CFR shall prevail.

Section 2 DPA Consortium

The DPA will serve as the administrator for the consortium that will provide drug/alcohol testing services for the federal testing program to the California Department of Forestry and Fire Protection (CDF).

Section 3 Types Of Testing

3.1 Random Testing

3.1.1 Each year, a number of drug tests that equals 50% of the employees in the DPA testing pool will be conducted on employees who are randomly selected from the pool. In addition, a number of alcohol tests that equals 25% of the number of employees in the DPA testing pool will be conducted on employees who are randomly selected from the pool. The DPA will randomly select employee names from the testing pool using the HEIDI computer software program.

3.1.2 Employees will usually provide urine specimens (for drug tests) and take breath alcohol tests for the random testing program during normal work hours. Employees whose regularly scheduled work shift occurs outside of the designated collection sites' normal hours of operation may be held after shift, with appropriate compensation, to be tested, or the employing department may make arrangements to have them tested during their shift.

3.1.3 In no event shall an employee be called in for the purpose of participating in a random test while the employee is on vacation, regular days off, sick leave, compensating time off or other leave status.

3.2 Reasonable Suspicion

3.2.1 Employees will be required to submit to a reasonable suspicion drug test and/or a breath alcohol test if the supervisor has reasonable suspicion to believe that the employee has violated the state and/or federal requirements on the use of controlled substances and/or alcohol. A finding of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.

3.2.2 Supervisors who make a determination of reasonable suspicion must receive 1) at least 60 minutes of training on alcohol misuse and 2) at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

3.2.3 Any Unit 8 employee covered by this testing program is subject to reasonable suspicion testing for alcohol or drugs anytime he/she is on duty, standby or on-call.

3.2.4 The basis for all reasonable suspicion determinations shall be documented in writing. This shall include a specific description of the observations on which the determination is based. This documentation shall be completed within 48 hours of the determination. A copy shall be provided to the employee.

3.2.5 When reasonably possible, and provided it does not interfere with employee or public safety, reasonable suspicion shall be confirmed by the direct observation of another supervisor or peace officer as defined under Penal Code Sections 830.1 and 830.2. The supervisor does not have to be a CDF employee.

3.3 Post Accident

3.3.1 A driver who is in an accident involving a commercial vehicle shall be tested for alcohol and controlled substances if the following conditions exist:

3.3.1.1. The driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved the loss of human life; or

3.3.1.2 The driver received a citation under State or local law for a moving traffic violation arising from the accident; and the accident involved bodily injury requiring treatment away from the scene and/or resulted in damage to any vehicle that required the vehicle to be towed or transported away.

3.4 Pre-Employment/Pre-Duty Testing

3.4.1 A pre-employment/pre-duty controlled substance and alcohol test must be conducted before the first time a driver performs a safety-sensitive function for the State. A driver must also take a pre-duty controlled substance and alcohol test when he/she transfers from a position not performing safety-sensitive functions to a position performing safety-sensitive functions. This also applies to a driver returning from a leave of absence for more than 30 days due to illness, lay-off, injury, extended leaves, (paid or unpaid) etc., who has not remained in the controlled substance and alcohol program and, therefore, has not been subject to the random testing process. A negative test result is required prior to performing safety-sensitive functions. A driver may be exempted from pre-employment/pre-duty testing if the employing department verifies his/her participation in and compliance with a federal testing program under a prior employer, as specified in the federal regulations.

3.5 Return-to-Duty Testing

3.5.1 Employees who have engaged in prohibited conduct under the federal regulations must submit to and pass a return-to-duty test prior to performing safety-sensitive duties again.

3.6 Follow-up Testing

Following the Substance Abuse Professional's (SAP's) determination that the employee has properly followed the SAP's recommendation for rehabilitation, the employee will be subject to a minimum of 6 unannounced follow-up alcohol and/or drug tests during the first 12 months following his/her return to work. Any additional testing or other requirements will be specified in the employee's last chance agreement.

Section 4 Testing Process

4.1 Drug Testing

4.1.1 Following are the controlled substances (drugs) included in the federal testing program, and the cutoff levels used in the tests for each of them. The following are to be utilized whether samples are collected by random, reasonable suspicion or other testing. This information was current when this agreement was signed, but is subject to change by the federal government.

CONFIRMATORY SUBSTANCE	CUTOFF	CUTOFF
Amphetamines/Methamphetamine	1000 nanogram	500 nanogram
Cannabinoids	50 nanogram per milliliter	15 nanogram per milliliter
Cocaine	300 nanogram per milliliter	150 nanogram per milliliter
Opiates	300 nanogram per milliliter	300 nanogram per milliliter
Phencyclidine	25 nanogram per milliliter	25 nanogram per milliliter

4.1.2 Drug testing shall be performed on a urine sample using an immunoassay screening test and gas chromatography/mass spectrometry confirmatory test for positive tests. The State shall use a SAMSHA approved laboratory for these tests.

4.2 Alcohol Testing

Alcohol testing will be performed by certified Breath Alcohol Technicians (BATs) using federally-approved National Highway Traffic Safety Administration (NHTSA) evidential breath testing devices.

4.3 Urine Collection/Breath Testing Process

4.3.1 Urine collection/breath alcohol testing services will generally be conducted in private clinical facilities. In addition, the State will utilize on-site (mobile) urine collection/breath alcohol testing services provided by private contractors. The State will specifically inform CDF FIREFIGHTERS of any situations in which State agencies plan to use their own staff and facilities to collect urine samples. Time that is required for the employee to take the tests for random testing, reasonable suspicion, post-accident testing, and follow-up testing, including waiting, transportation, and testing time will be considered hours worked in accordance with the hours and overtime provisions of the Unit 8 Memorandum of Understanding (MOU).

4.3.2 If urine collection/breath testing is not completed until after the completion of the employees scheduled work day, or if the employee is to remain away from the work site pending the outcome of the tests, the employing State agency shall ensure that the employee has a safe and reasonable way to get home (e.g., with a friend or family member, etc.).

4.4 Re-tests

For controlled substance tests, employees may request that a re-test, using the second portion of their split-sample urine specimen, be conducted at a National Institute on Drug Abuse (NIDA) certified laboratory of their choice, provided they do it through the Medical Review Officer (MRO) who reviewed their laboratory results and make their request within 72 hours of receiving notice of the MRO's determination regarding the results of the first drug test. If the second test confirms the results of the first drug test, the employee will pay for the costs of the second test. If the second test indicates that the first test results were erroneous, the State will pay for the second test.

4.5 Medical Review Officer Services

All drug test results will be reviewed by a MRO who, in turn, will report his/her finding to the State agency. MRO services will be provided by a licensed physician (medical doctor or doctor of osteopathy) who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate drug test results.

4.6 Substance Abuse Professional Services

All employees who test positive for drugs or alcohol will be referred to a Substance Abuse Professional (SAP) for evaluation if they are to return to duty. SAP services will be provided by a 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 drug and alcohol-related disorders. DPA will provide a statewide network of SAPs. The State will pay for the State-provided SAP services. Any prescribed rehabilitation will be on the employee's own time and expense (except as any of these expenses may be covered by the employees State health insurance plan)

All procedures used for urine collection, breath alcohol testing, laboratory analysis of urine specimens, medical review of test results, and substance abuse professional evaluations shall be in conformance with 49 CFR Part 40 and 49 CFR Parts 382, et al. as they now exist, or may exist in the future.

Section 5 Employee Rights And Representation

5.1 The collection of a urine specimen and the administration of a breath test are not, in themselves, investigative interviews that would trigger an employee right to representation. However, the State agrees to make a reasonable effort to grant employee requests for representation during the urine sample and breath alcohol testing processes, provided that this can be done without delaying the testing process or causing operational difficulties for the State.

5.2 In addition, employees have the right to representation at any investigative interview that could lead to a decision by the State to take adverse action. Notwithstanding subsection 5.1 above, this includes any such interviews that occur in conjunction with the urine sample collection/breath testing process.

5.3 Employees also have the right to representation in any discussion with the MRO except that the inability of the employee to arrange for such representation may not delay the conversation beyond 5 days after the earliest of the following: (a) being contacted by the MRO, or (b) being contacted by the State and ordered to contact the MRO, or (c) not being available for employer contact after a good faith effort on the employer's part. If the employee fails to arrange for representation the employee may either discuss the findings of the lab results with the MRO or decline to do so; in either case, the MRO will proceed to issue a determination regarding the results of the drug test. Conversations between the MRO and the tested employee will be by telephone in all or nearly all cases. In no case shall the testing and review process be delayed.

Section 6 Records And Reports

6.1 The State will keep all drug testing records (in its possession) that identify or pertain to individual employees confidential, releasing information only according to federal regulations, state rule, or as expressly authorized by the employee in writing.

6.2 Employees will receive a copy of the custody and control form certified by the MRO as to the results of all drug tests ordered by the State. Upon written request to the State, the State will send the employee copies of any and all documents that the State has in its possession and that relate to the employee's drug test, including laboratory results, reasonable suspicion documentation, MRO reports and disciplinary reports. This material will be released to the employees representative only upon the written request of the employee.

6.3 Statistical information about the drug testing program that cannot be used to identify particular individuals is not confidential.

6.4 Drug training records are not confidential, even though they may contain the names of employees who have attended drug-related training sessions.

Section 7 Employee Conformance With Federal Requirements

7.1 All commercial drivers in Unit 8 are expected to comply with the requirements set forth in 49 CFR Part 40 and 382 et al. Failure to provide a breath sample, refusing to take a required drug test or engaging in any other conduct that obstructs the testing process shall be considered as insubordination. Any violation of the federal requirements including but not limited to testing positive may be the basis for adverse action, up to and including dismissal.

7.2 CDF has a zero tolerance policy for any employee in a sensitive position being legally drunk or under the influence of drugs while on duty. Any Unit 8 employee found impaired while on duty, standby or on-call will be terminated.

7.3 Employees who use prescription medications or over-the-counter medications, which may render them unable to perform their regularly assigned duties safety, must report such use to their supervisor. In such instances, the State may reassign the employee to non-safety sensitive duties.

Section 8 Temporary Loss Of A Commercial Drivers License

8.1 Employees whose CDL has been revoked, suspended, restricted, or affected by any other action that would limit or restrict the employee's ability to drive a commercial vehicle shall report such loss to their supervisor their first day of work after losing the license.

Section 9 Grievance And Arbitration

9.1 Any disputes arising from the interpretation or application of Federal Regulations 49 CFR Parts 382, et al. and 49 CFR Part 40 shall not be subject to the grievance and arbitration process. Other aspects of this policy, and the interpretation/application thereof, are subject to the grievance and arbitration process.

APPENDIX B

DISCIPLINE GRIEVANCE

ACKNOWLEDGEMENT AND WAIVER

Grievant's Name: _____

Grievant's Classification: _____

TYPE OF DISCIPLINE	
Dismissal	
Demotion	
Suspension	
Salary Reduction	
Other	

WORK LOCATION	
	Area Office
	Ranger Unit
	Academy
	Sacramento HQ
	Other

Disciplinary Action Effective Date: _____

I hereby elect to file a grievance concerning the above-referenced disciplinary action pursuant to the collective bargaining agreement between the CDF Firefighters and the State of California.

I certify that I have read and understand the following terms, and I freely and voluntarily agree to be bound by the following terms in connection with the above-referenced disciplinary action.

Acknowledgements and Waivers

1. I understand that my decision to file a grievance cannot be changed at any time or for any reason.

2. I understand that the State Personnel Board is empowered to review adverse (disciplinary) actions based on the constitution and laws of the State of California.

3. I understand that I have the right to appeal my adverse action to the State Personnel Board.

4. I hereby waive my right to have the State Personnel Board review my adverse action now and at all times in the future.

   I understand that by waiving this right I will not receive an evidentiary hearing or any other form of review or consideration by the State Personnel Board, or members of its staff, regardless of the outcome at any step of the grievance procedure.

5. I understand that Step 1 of the grievance procedure means my adverse action grievance will be reviewed and may be decided by a Board of Adjustment comprised of two individuals selected by management and two individuals selected by the union.

6. I further understand that the Board of Adjustment may not conduct an evidentiary hearing. Rather, the Board of Adjustment will use the procedures contained in the Unit 8 MOU (and such other procedures as it adopts by majority vote) for purposes of reviewing and deciding my adverse action grievance which means, for example, that I might not be permitted to do such things as subpoena, examine or cross-examine witnesses.

7. I understand that the Board of Adjustment may, by majority vote, render a decision which is final and binding on me regarding my adverse action grievance, and that under such circumstances my grievance will not proceed to an evidentiary hearing before an arbitrator as provided in Step 2 of the grievance procedure.

8. I understand that my adverse action grievance will only proceed to arbitration if there is a tie vote by the Board of Adjustment and the union elects to proceed to arbitration.

9. I hereby certify that I have been given a copy of Article 19 of Bargaining Unit 8 MOU.

10. I hereby certify that I have read and understand Article 19.

11. I certify that in signing this acknowledgement and waiver form, I have done the following:

    a. Relied upon legal advice from an attorney and/or have independently and knowingly chosen not to rely on the advice of an attorney; and,

    b. Read each of the terms and conditions contained in this agreement.

12. I certify that I have read and understand the above terms.

13. I freely and voluntarily agree to be bound by said terms.

_____
Grievant's Printed Name

_____
Grievant's Signature

_____
Date Signed

APPENDIX C

SAMPLE SETTLEMENT AND RELEASE

WHEREAS the parties to the matter desire to avoid the expense, inconvenience and uncertainty attendant upon litigation; and

WHEREAS the parties to this matter have agreed upon a settlement, the parties stipulate pursuant to Larson v. State Personnel Board (28 Cal.App. 4th 265) as follows:

Action to be Taken

1. The California Department of Forestry and Fire Protection (hereinafter "CDF") agrees to amend and file with the State Personnel Board an amended notice of adverse action that provides for _____.

2. _____ (hereinafter "grievant") agrees to withdraw his/her grievance regarding the Notice of Adverse Action with prejudice, and waives any right of appeal to arbitration and/or the State Personnel Board in relation to the action as originally taken and as amended by this stipulation.

3. Grievant agrees that CDF has acted in reliance upon the promises made by grievant in this settlement agreement.

Waivers & Releases

4. The parties enter into this agreement freely and voluntarily by and with the advice of their respective counsels or representatives and hereby waive any right of appeal or any claim or action in any forum whatsoever [except a claim for workers' compensation benefits] which they may have with respect to the dispute settled herein.

5 Grievant agrees that this agreement is a full and final settlement and release of all known and unknown disputes, claims, injuries, debts or damages arising from or in any way related to circumstances and/or events concerning Grievant's adverse action[1].

6 It is further understood and agreed that as part of the consideration and inducement for execution of this agreement, Grievant specifically waives and relinquishes any and all rights and benefits which he now has, or in the future may have, under California Civil Code § 1542 which provides:

"A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

---

[1] Including paragraph subject to discussion and agreement by parties in each case.

7. Grievant being aware of Civil Code § 1542 hereby expressly waives for her/himself, heirs, executors, administrators and assigns any rights s/he may now have thereunder as well as under any other statutes or common law principles of similar effect with respect to claims for damages against the State of California, related entities, its agents, officers, members or employees arising out of or in any way related to circumstances and/or events concerning Grievant's adverse action.

8. Grievant will not institute or cause to be instituted any legal action or administrative proceedings against the State of California, related entities, its agents, officers, members or employees arising out of or in any way related to circumstances and/or events concerning Grievant's adverse action, the matter(s) settled herein and this settlement agreement.

9. In exchange for valuable consideration set forth in this agreement, Grievant agrees on behalf of him/herself and his/her heirs, executors, administrators and assigns, to unconditionally and forever release, acquit and discharge the State of California, CDF and all of its agents, assigns, officers, members and employees from any and all past, present or future liabilities, demands, claims and causes of action that he/she may have or hereafter acquire related to the original and amended Notices of Adverse Action. Said release, acquit and discharge includes but is not limited to claims under State or federal law (e.g., Fair Employment and Housing Act, Title VII, Americans with Disabilities Act and/or the Age Discrimination in Employment Act) and claims for attorneys fees[2].

Integration and Amendment

10. This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understanding of the parties in connection herewith.

11. Any amendment hereof must be in writing and signed by each party.

Severability

12. If any part of this agreement is determined to be illegal or unenforceable, all other parts shall be given effect separately and shall not be affected.

Non-Precedential

13. This agreement is not intended to serve as policy or precedent for CDF.

Further Documents

14. The parties hereto warrant that they will and do hereby agree to sign any and all further documents or instruments necessary to implement the terms of this agreement, and will act reasonably to complete the terms of the agreement.

---

[2] Including paragraph subject to discussion and agreement by parties in each case.

Grievant Representations

15. Grievant represents that, in executing this agreement s/he:

    A. Has been hereby advised in writing to consult with an attorney prior to executing this settlement and release;

    B. Relied upon legal advice from his attorney, and/or has independently and knowingly chosen not to rely on the advice of an attorney;

    C. Read the terms and conditions of this agreement;

    D. Fully understands the terms and conditions of this agreement and its consequences, including, without limitation, the risks, implications and costs involved in this agreement; and,

    E. Knowingly and voluntarily enters into this agreement.

16. Grievant represents that s/he had at least twenty-one (21) days to consider the essential elements of this agreement before its execution.

Right to Revoke

17. Grievant shall have the right to revoke this agreement for seven (7) calendar days after its execution, and this agreement shall not become effective or enforceable until said revocation period has expired.

Costs and Attorney Fees

18. All parties agree to bear their own costs and attorneys' fees arising out of these actions and any costs associated with the formalization of this agreement.

19. If the services of an attorney are required by either party to secure performance of this settlement and release, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this settlement and release, the prevailing party shall be entitled to reasonable attorney fees, costs, and other expenses, in addition to any other relief to which the party may be entitled.

Dated: _____ _____
Grievant

Dated: _____ _____
CDF

Dated: _____ _____
CDF Firefighters

APPENDIX D

SIDELETTERS

The attached is a listing/inventory of the sideletters/agreements (beyond the MOU and extensions) referred to as being “rolled over.” They are listed items, on three sheets of paper.

1. Extend July 2, 2001 thru June 30, 2006 MOU until June 30, 2008. (SL 1)
2. Entire understanding of 2001-2006 agreement. (SL 2) (Rollovers)
3. Fire Captain Promotions. (SL 3)
4. Sideletter to Section 10.3 Vacation /Annual Leave Program. (SL 4)
5. Staffing and Sched A and Amador Contracts. (SL 5)
6. Costs of Printing 2001 MOU. (SL 6)
7. Tips and Gratuities. (SL 7)
8. Grievance Settlement. (SL 8)
9. Sideletter to Section 8.11 Schedule A Duty Weeks. (SL 9)
10. First Groundrule. (SL 10)
11. No ULP (5-12-06)
12. Final TA (5-12-06)
13. Most Favored Nations (7-30-03)
14. Helitack 12 Hour Duty Day (TA 8-18-99)
15. Dozer staffing level (8-14-01)
16. Differential Incident Command Team (8-17-99)
17. Survivor Benefits (10-25-02)
18. Agreement to End Split Class Situation (8-30-02)
19. Stip and Order Concerning Ending Certain Split-Classes and Unifying Same, Either as Rank and File or Supervisory (4-2-02)
20. Carry over of PLP for Firefighter Is (6-24-04)
21. Riverside Unit Limited-Term Employee Placement Assistance Agreement
22. Riverside Unit Displacement Agreement
23. Butte Limited Term Employee Placement Assistance Agreement.
24. Butte Permanent Fire Apparatus Engineer Placement Assistance Agreement.
25. Riverside Settlement Agreement, DPA No. 02-08-0005

Sideletter 1

Extension of Memorandum of Understanding

The State Employer and the CDF Firefighters agree to extend the July 2, 2001 through June 30, 2006 Memorandum of Understanding until June 30, 2008.

Sideletter 2

Rollovers

This is the entire understanding of the parties as to the extension of the provisions of the 2001-2006 agreement. All provisions not expressly mentioned in this extension agreement are rolled over and continue.

The "provisions" referenced above include all addenda, amendments, side letters, et cetera to the agreement (e.g., "85/80" commitment).

Sideletter 3

Fire Captain Promotions

The principle that a Fire Captain promoting to a Battalion Chief should gain at least a 5% increase shall be administered to include base salary and extended duty week compensation. Such increase shall not exceed the maximum salary rate of the Battalion Chief classification.

Sideletter 4

Side Letter to Section 10.3 Vacation/Annual Leave Program

The Union will hold the employer harmless as to any judgment/order of a court, administrative agency, or other forum regarding challenges to the August and/or February hour or two hour deductions in Section 10.3.

Sideletter 5

Staffing and Schedule A and Amador Contracts

CDF will continue its present (as of June 2001) policy of not entering into any new Schedule A or Amador contracts unless the contract calls for at least 2.0 staffing. Further, CDF will continue its policy of strongly encouraging entities in any renewal of existing contracts to move from any 1.0 staffing to 2.0.

Sideletter 6

Costs of Printing 2001 Memoranda of Understanding

The Union and the State Employer will bear their respective proportional costs for copies of the MOU. The copies shall be yellow, and shall have a properly displayed "union bug."

Sideletter 7

Tips and Gratuities

The parties agree to adhere to the State Controller's interpretation of Government Code Section 8558 and DPA Rule 599.624 regarding "tips and gratuities," per memo of August 1, 2001, by Gloria Deroo. The relevant portion of this memo regarding tips and gratuities is that tips and gratuities will be paid for when and only when the following criteria is met:

1. The tip or gratuity must be included on the bill or invoice by the vendor and cannot be written in by the purchaser, and
2. Following statement must be included on the bill or invoice by the purchaser: "Tip or gratuity assessed by the vendor and not offered by the purchaser."

Sideletter 8

Grievance Settlement

Any permanent employee in the classes of Firefighter II (Paramedic), Fire Apparatus Engineer (Paramedic) and Fire Captain (Paramedic) who voluntarily transfers to its non-paramedic counterpart class and then promotes to the next higher level paramedic class will receive one-step five (5%) percent or the minimum of the class whichever is greater, from the last salary rate (including applicable raises) he/she held in the previously held paramedic classification.

This exception to the salary rule will be applicable to those employees named in the grievance. The exception to the salary rule will also be applicable to any future employee in the same situation.

Sideletter 9

Sideletter to Section 8.11 Schedule A Duty Weeks

Certain shift pattern variations occur in the Schedule A Program. The following shift patterns by locations as existing on June 1, 1995 may continue:

1. Fresno-Kings Ranger Unit (FKU)
   Fresno Co FPD and Fig Garden FPD:

   2 on, 2 off, with one 6-day "Kelly" in a 28-day work period.

2. Madera/Mariposa/Merced Ranger Unit (MMU)
   Madera City and Merced Co.:

   2 on, 2 off, with one 6-day "Kelly" in a 28-day work period

3. San Mateo/Santa Cruz (CZU)
   Pajaro Dunes:

   2 on, 2 off, 2 on, 3 off, 2 on, 3 off in a 14-day cycle

4. Tulare (TUU)
   Tulare Co. Schedule A stations:

   2 on, 2 off, 3 on, 2 off, 2 on, 3 off, with one 7-day “Kelly” in a 28-day work period.

No other variations are allowed unless allowed elsewhere in this agreement.

Sideletter 10

First Groundrule

The State and the Union agree that the May, 2003 meetings (and subsequent, related meetings) will not be used as evidence in any forum against the Union that it (the Union) has reopened any portion of the entire contract (July 2, 2001 through June 30, 2006).

Sideletter 11

No ULP

By extending this TA, the parties acknowledgment that they have met and conferred in good faith under the Dills Act. The employer will not be committing an unfair labor practice by proceeding forward on the basis of the TA’s between now and the end of the ratification process.

Sideletter 12

Final TA

With this TA and all prior TA’s, we have an agreement—a new MOU subject to joint ratification.

Sideletter 13

Most Favored Nations

If Unit 5 and/or 6 negotiates or receives through legislation, either this year or at any time during the current CDF contract, a greater total compensation package, the same benefits or the

equivalents shall be extended to CDF Firefighters. If the parties disagree on the application of this most favored nation clause, it is agreed that issues shall be settled by arbitration utilizing the immediate arbitration process described in Article 6 of the Unit 8 contract. The arbitrator shall be authorized to decide whether or not another unit has received a greater total compensation package. The arbitrator is also authorized to determine what the same or equivalent benefit shall be.

This provision shall not apply to wages. Instead the union maintains the option of using the reopener provisions specified in Section 16.4.2.

This is tentatively agreed to at 11:13 pm on 7/30/03 with the stipulation that it will be reviewed and finalized on 8/1/03 if it passes final muster

Sideletter 14

Helitack 12 Hour Duty Day

Notwithstanding any other provisions of the MOU, the parties agree that employees assigned to helitack may be assigned to a 10 hour duty day with 2 additional hours per duty day to be worked at the work site.

Such employees shall be available at the work site during all lunch and break periods that fall within this 12 continuous hour period. This 12 continuous hour period may be adjusted such that it ends at or near “Aircraft Cutoff Time”.

Sideletter 15

Dozer staffing level

To: All units and operation personnel

Please note that the minimum number of persons called for on a dozer strike team is four (4). Those units regularly sending five (5) may continue to do so. The assemblage of the strike team components shall be based on the urgency of the operational need at the time of the order. This does not affect the practice of ordering single increment and/or task force resources.

Sideletter 16

Differential Incident Command Team

If non-bargaining unit members in the classification listed below of incident command teams receive some sort of bonus or differential pay for assignment to the team, then rank-and-file members in the classifications of Forester I, Forester II, and Assistant Chief shall receive same as well.

SECTION 16: PAY DIFFERENTIALS

Mac 18
TA 41

INCIDENT COMMAND TEAM (ICT) DIFFERENTIAL PAY – UNIT 08 AND EXCLUDED EMPLOYEES

Established: 7/1/99

CLASS TITLE	CLASS CODE	GB/ID	DEPARTMENT
Rank and File:			
Assistant Chief (Nonsupervisory)	9724	R08	Department of Forestry and Fire Protection
Forester I (Nonsupervisory)	1054		
Forester II (Nonsupervisory)	9721		
Excluded:			
Assistant Chief (Supervisory)	1039	S08	Department of Forestry and Fire Protection
Deputy Chief	1038		
Forester I (Supervisory)	1071		
Forester II (Supervisory)	1042		
Forester III	1041		

RATE:

The equivalent of two weeks pay based on the employee's base salary. Differential pay to be divided and issued in two installments on a bi-annual basis.

Bi-annual rate: Base salary ÷ 4.33 = one week's pay

CRITERIA:

Appointment to an Incident Command Team for a 12-month commitment and participation. Employees shall be eligible to receive the first installment equivalent to one week's pay on June 30th. Employees shall be eligible to receive the second installment equivalent to one week's pay on December 31st. If an employee is no longer able to fulfill the commitment or is appointed to an Incident Command Team any time during the year, he/she shall be eligible for a pro rata share for those months served.

Employees are eligible for the Incident Command Team Differential Pay on an annual basis.

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:	
PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	No

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY:	
OVERTIME	No
IDL	No
EIDL	No
NDI	No
LUMP SUM VACATION	No
LUMP SUM SICK	No
LUMP SUM EXTRA	No

Sideletter 17

Survivor Benefits

Notwithstanding Government Code Section 22777, the State employer shall, upon the death of a bargaining unit-8-employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed 120 days beginning in the month of the employee's death. The surviving spouse or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits.

Sideletter 18

Agreement to End Split Class Situation (8-30-02)

AGREEMENT TO END "SPLIT CLASS" SITUATION

The State of California (hereafter "State Employer," as defined by the Dills Act) and the CDF Firefighters (hereafter "Union"), the certified representative for employees in Bargaining Unit 8 under the Dills Act, hereby enter into an agreement to end what has been a situation of "split classes" at certain levels of classification in the Department. The classification levels are those involving Battalion Chiefs, Foresters I, Assistant Chiefs and Foresters II.

The background and history of this Agreement are reflected in the attached STIPULATION AND ORDER CONCERNING ENDING CERTAIN "SPLIT-CLASSES" AND UNIFYING SAME, EITHER AS RANK-AND-FILE OR SUPERVISOR, along with the DECLARATION OF RONALD YANK IN SUPPORT OF STIPULATION AND ORDER. Those documents are hereby incorporated herein by reference. Furthermore, those documents, and the introductory paragraphs of this Agreement, can and should be considered part of "bargaining history" should any party have to interpret the meaning of the Agreement or understandings of the parties, more particularly described hereafter.

The attached documents were presented to the Public Employment Relations Board ("PERB") via a letter dated April 11, 2002. The Regional Director of the Sacramento Regional Office of the PERB conferred with counsel for the State Employer and for the Union. Essentially, he suggested, because of "judicial efficiency" (or in this case, PERB administrative efficiency), that the parties might better be served by simply entering into a contractual commitment to end the split class situation. The parties have agreed with that approach, and thus enter into this Agreement. A copy of the letter from Regional Director Les Chisholm, dated April 29, 2002, memorializing some of his comments, is also attached hereto, and is also incorporated herein by reference.

Therefore, the parties agree as follows:

1. The State Employer makes the commitments herein on behalf of its California Department of Forestry and Fire Protection , which previously had agreed to and approved the attached STIPULATION AND ORDER. It did so via a written agreement of November, 2001. This agreement affects certain employees in bargaining unit 8 and certain of those in the supervisory/managerial chain of command above them.

2. On November 1, 2002, all persons in the classification of "Battalion Chief (Supervisory)" shall be placed in the classification of "Battalion Chief (Non-Supervisory)." Furthermore, any future appointment to any person who would be denominated as "Battalion Chief" will be to this same classification of "Battalion Chief (Non-Supervisory)." In short, there shall be no future appointment by the State Employer, or its California Department of Forestry and Fire Protection, into the classification of "Battalion Chief (Supervisory)."

8-19-02 50

3. On November 1, 2002, all persons in the classification of "Forester I (Supervisory)" shall be placed in the classification of "Forester I (Non-Supervisory)." Furthermore, any future appointment to any person who would be denominated as "Forester I" will be to this same classification of "Forester I (Non-Supervisory)." In short, there shall be no future appointment by the State Employer, or its California Department of Forestry and Fire Protection, into the classification of "Forester I (Supervisory)."

4. On November 1, 2002, all persons in the classification of "Assistant Chief (Non-Supervisory)" shall be placed in the classification of "Assistant Chief (Supervisory)." Furthermore, any future appointment to any person who would be denominated as "Assistant Chief" will be to this same classification of "Assistant Chief (Supervisory)." In short, there shall be no future appointment by the State Employer, or its California Department of Forestry and Fire Protection, into the classification of "Assistant Chief (Non-Supervisory)."

5. On November 1, 2002, all persons in the classification of "Forester II (Non-Supervisory)" shall be placed in the classification of "Forester II (Supervisory)." Furthermore, any future appointment to any person who would be denominated as "Forester II" will be to this same classification of "Forester II (Supervisory)." In short, there shall be no future appointment by the State Employer, or its California Department of Forestry and Fire Protection, into the classification of "Forester II (Non-Supervisory)."

6. The Union agrees to the above-assignments in the classifications described above, as well as to all future appointees being assigned as described above.

7. The Union agrees to dismiss with finality PERB Case No. SA-UM-681-S. The Union also agrees to dismiss with finality the lawsuit entitled *CDF Firefighters v. Department of Personnel Administration, et al.*, San Francisco County Superior Court, Case No. 400110.

8. There is no end-date to this Agreement. The parties contemplate the commitments described above lasting into perpetuity.

a. However, should this perpetual term somehow be declared unlawful by a forum of competent jurisdiction, then the parties contemplate and agree that the term of this agreement shall be as long as legally appropriate. Furthermore, if a term is created by some legally appropriate forum, then this agreement shall roll-over from year to year thereafter, unless one party or the other gives written notice to the other contracting party of its desire to end or modify this agreement, said written notice having to be delivered between July 1st and July 15th prior to the expiration date established by the legally appropriate forum.

TG
8-29-02

b. The parties contemplate and agree that this Agreement shall continue for as long as legally appropriate, except as provided by the written-notice requirement immediately above, and then only as mandated by a legally appropriate forum.

c. Notwithstanding the above, the parties understand and agree that the employer may from time to time modify the job specifications for business purposes. In this case it shall do so consistent with any legal requirements existing at the time of such modification. Nothing in this agreement adds to or takes away from the employer's ability to modify job specifications.

9. Should there be a dispute, of any nature, including one involving paragraph 8 above, involving the interpretation or application of this Agreement, it shall be determined by final and binding arbitration. Either party may bring the matter to arbitration by utilizing the process described in the grievance procedure of the Memorandum of Understanding between the parties in effect May, 2002.

DEPARTMENT OF PERSONNEL ADMINISTRATION

Dated: 8/30/02 By: Marty Morgenstern, Director

DEPARTMENT OF FORESTRY & FIRE PROTECTION

Dated: 8/2/02 By: Andrea Tuttle, Director

CDF FIREFIGHTERS

Dated: 8/29/02 By: Tom Gardner, President

HLS
8/30/02

Sideletter 19

Stip and Order Concerning Ending Certain Split-Classes and Unifying Same, Either as Rank and File or Supervisory (4-2-02)

PUBLIC EMPLOYMENT RELATIONS BOARD
SACRAMENTO OFFICE
2002 APR 12 AM 11:47

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

STATE OF CALIFORNIA, Employer, and CDF FIREFIGHTERS, Exclusive Representative.	Case No. **STIPULATION AND ORDER CONCERNING ENDING CERTAIN "SPLIT-CLASSES" AND UNIFYING SAME, EITHER AS RANK-AND-FILE OR SUPERVISORY**

The Department of Personnel Administration of the State of California, acting as the State "employer" within the meaning of the Dills Act, Government Code Sections 3512 *et seq*. and CDF Firefighters (hereafter "Union") acting as the "recognized employee organization," within the meaning of the Dills Act, for Bargaining Unit 8, established by the Public Employment Relations Board (hereafter "Board") hereby enter into a stipulation ending the existence of certain "split-classes." Those classes contain certain titles, followed by the denomination of whether people in them are "nonsupervisory" (i.e., "rank-and-file") or "supervisory."

The stipulation entered into is based upon and supported by the attached Declaration Under Penalty of Perjury of Ronald Yank, which is hereby incorporated herein by reference. As seen in the attached Declaration, the existence of split classes has resulted in over a decade's worth of battles between the employer and the Union of whether certain individuals should be denominated as "rank-and-file" or "supervisory." Furthermore, it has resulted in substantial administrative burden to California Department of Forestry and Fire Protection (hereafter "CDF") and the Department of Personnel Administration (hereafter "DPA"). Thus, the state employer and the Union hereby stipulate as follows:

1. The classes of "Battalion Chief (Nonsupervisory)" and "Battalion Chief (Supervisory)" shall hereafter be unified into a single class of "Battalion Chief," which will be included in Bargaining Unit 8 and noted as "nonsupervisory;" and

2. The classes of "Forester I (Nonsupervisory)" and "Forester I (Supervisory)," shall hereafter be unified into a single class of "Forester I," which will be included in Bargaining Unit 8 and noted as "nonsupervisory;" and

3. The classes of "Assistant Chief (Nonsupervisory)" and "Assistant Chief (Supervisory)," shall hereafter be unified into a single class of "Assistant Chief," which shall be designated as "supervisory;" and

CBM-SF\SF109695.1

4. The classes of "Forester II (Nonsupervisory)" and "Forester II (Supervisory)," shall hereafter be unified into a single class of "Forester II," which shall be designated as "supervisory."

ORDER

IT IS SO ORDERED.

DATED: _____ PUBLIC EMPLOYMENT RELATIONS BOARD

By: _____

DATED: April 2, 2002 STATE OF CALIFORNIA, DEPARTMENT OF PERSONNEL ADMINISTRATION

By: _____
Howard L. Schwartz, Chief Counsel

DATED: April 9, 2002 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

By: _____
Ronald Yank

Sideletter 20

Carry over of PLP for Firefighter Is (6-24-04)

The State and CDF Firefighters (CDFF) agree to support legislation to revise the Labor Code (Section 201) to allow employees in the classification of Seasonal Firefighter I the ability to carry over Personal Leave Credits from year to year. The legislation will be part of the “MOU bill.”

The MOU is amended to read: Seasonal Firefighter I’s shall be permitted to carry over Personal Leave Program (PLP) credits from year to year.

Sideletter 21

Riverside Unit Limited-Term Employee Placement Assistance Agreement

RIVERSIDE UNIT LIMITED-TERM EMPLOYEE
PLACEMENT ASSISTANCE AGREEMENT

1. This agreement between the California Department of Forestry and Fire Protection (CAL FIRE) and CDF Firefighters (CDFF) shall apply to rank-and-file employees in Bargaining Unit 8. In cases of a dispute regarding the interpretation or application of this agreement, the parties agree to use the grievance and arbitration procedure as outlined in the most recent agreement between the parties.

2. If there is a conflict between this agreement and any other existing CAL FIRE agreements, rules or regulations, this agreement shall be controlling for the circumstances described herein only, unless otherwise prohibited by law.

3. As used in this agreement, the term "Limited-Term" or "LT" employee refers to all Fire Captains, Fire Apparatus Engineers, and Fire Fighter IIs, including the paramedic classifications, serving in LT appointments in the Riverside Unit who will be directly affected by the modification and/or cancellation of the Riverside County Schedule A contract.

4. The Riverside Unit will maintain a list of all LT employees affected by the modification and/or cancellation of the Riverside Schedule A contract. The affected employee is responsible for preparing and updating his/her resume which includes his/her training history and any special qualifications he/she possesses.

5. The list will be updated monthly and sent to every Unit Chief in the State. The names of the Riverside Unit LT employees will be restored to the appropriate civil service employment list, as long as those employees have eligibility on the current employment list.

6. The LT employee list is intended to inform all Units of the availability of personnel being displaced by the cancellation and/or modification of the Riverside County contract as of July 1, 2009, so they may be considered for openings that may occur in other Units on or after this date. This list will not be considered as a Preferred Hiring List. Employees must be reachable on the current employment list.

7. The Riverside Unit will determine and select the remaining LT employees in the affected classification for vacancies within the Riverside Unit based upon the following criteria:

   a. Written Departmental evaluation (LT evaluation)
   b. The remaining duration of the LT appointment
   c. The specialized skills and abilities required of the vacant position

RIVERSIDE UNIT LIMITED-TERM EMPLOYEE
PLACEMENT ASSISTANCE AGREEMENT

8. CAL FIRE agrees to a good faith effort in the distribution of accurate and timely information regarding LT employees affected by the modification and/or cancellation of the Riverside County Schedule A contract. A copy of the LT employee list and monthly updates will be simultaneously provided to the CDFF headquarters in Sacramento. All LT employees shall be immediately notified that their LT appointment may be terminated.

9. Within thirty (30) days of the effective date of the termination of the LT appointment, RRU shall provide written notice to the affected individual with an explanation for why the LT appointment is being terminated pursuant to paragraph #7 above.

Larry Merritt — 5/29/09
Larry Merritt
CAL FIRE
Date

John Hawkins
Riverside Unit Chief
Date

Ken Hale — 05-29-09
Ken Hale
CDFF
Date

Gary Messing — 5/29/09
Gary Messing
Carroll, Burdick & McDonough LLP
For CDFF
Date

Dana E Manning — 6-9-09
Dana E Manning
DPA

Sideletter 22

Riverside Unit Displacement Agreement

RIVERSIDE UNIT
DISPLACEMENT AGREEMENT

The following stipulations have been agreed to regarding the pending Schedule A expenditure reductions. Preliminary to the below stipulations going into effect, Riverside Unit (RRU) shall provide to CDF Firefighters (CDFF) a list of all available positions for the classifications affected by the expenditure reductions. Those positions may be filled with voluntary intra-unit transfers, determined by seniority and offered to any person in the affected classification pursuant to current displacement practices. Thereafter, the stipulation shall be implemented as follows:

1. Subject to the outcome of the aforementioned voluntary intra-unit transfer process, individuals identified by station, and classification may be displaced involuntarily. If this involuntary displacement occurs, it shall be done by order of departmental seniority in their classification. An involuntary displacement shall not cause any of the affected individuals loss of pay or the reduction in classification.

2. Should any of these vacated positions be reestablished at any time, the affected individuals who were the subject of an involuntary displacement shall have a first right of refusal until July 1, 2012, to return to his/her previously held position (classification and location) to which he/she was assigned.

3. Effective May 29, 2009, at 1700 hours, and concluding at 0800 hours on June 20, 2009, a hiring freeze shall be placed on permanent appointments and voluntary transfers in BU 8 classifications for Fire Captain, Fire Apparatus Engineer, and Fire Fighter II, including the paramedic classifications. This excludes pending appointments/transfers in process prior to the hiring freeze effective date and promotions.

4. This agreement may be modified at any time by mutual agreement of the parties.

5. The Union shall receive prior notice of new positions or vacancies and be advised of responses made by those affected individuals who accept or reject positions.

6. The assignments and transfers referred to in this agreement are intra-unit transfers only, and do not extend to positions that exist beyond the RRU.

7. Henceforth, RRU agrees to confirm with all affected individuals and CDFF, in writing, the position (classification and location) offered in RRU, the period of commitment, and specifically whether the offer is for an under-filled paramedic position.

RIVERSIDE UNIT
DISPLACEMENT AGREEMENT

Larry Menth
CAL FIRE

5/29/09
Date

John Hawkins
RRU Unit Chief

5/29/09
Date

Ken Hale
CDFF

05-29-09
Date

Gary Messing
Carroll, Burdick & McDonough LLP
For CDFF

5/29/09
Date

Dana E. Manning
DPA

6-9-09

Sideletter 23

Butte Limited Term Employee Placement Assistance Agreement.

BUTTE UNIT LIMITED TERM EMPLOYEE PLACEMENT ASSISTANCE AGREEMENT

1. This agreement between the California Department of Forestry and Fire Protection (CALFIRE) and CDF Firefighters (CDFF) shall apply to rank-and-file employees in Bargaining Unit 8. In cases of a dispute regarding the interpretation or application of this agreement, the parties agree to use the grievance and arbitration procedure as outlined in the most recent agreement between the parties.
2. If there is a conflict between this agreement and any other existing agreements, rules or regulations, this agreement shall be controlling for the circumstances described herein only, unless otherwise prohibited by law.
3. As used in this agreement, the term "Limited Term" or "LT" employee refers to all Fire Apparatus Engineers and all Firefighter II's serving in limited term appointments in the Butte Unit who will be directly affected by the modification and /or cancellation of the Butte County Schedule A contract.
4. The Butte Unit will maintain a list of all limited term employees affected by the modification and/or cancellation of the Butte Schedule A contract. The affected employee is responsible for preparing and updating his/her resume which includes his/her training history and any special qualifications that he/she possesses.
5. The list will be updated monthly, and sent to every Unit Chief in the State. The names of the Butte Unit limited term employees will be restored to the appropriate civil service employment list by 4/24/09, as long as those employees have eligibility on the current employment list.
6. The limited term employee list is intended to inform all Units of the availability of personnel being displaced by the cancellation and/or modification of the Butte County contract 7/1/09, so that they may be considered for openings that may occur in other Units on or after this date. This list will not be considered a s a Preferred Hiring List. Employees must be reachable on the current employment list.
7. CALFIRE agrees to a good faith effort in the distribution of accurate and timely information regarding limited term employees affected by the modification and/or cancellation of the Butte County Schedule A contract. A copy of the limited term employee list, and the monthly updates, will be simultaneously provided to CDFF headquarters in Sacramento.

Signed: Lawrence Smith Date: 4/20/09

Signed: Date: 4/20/09

4/20/09

4-20-09

4/20/09

Sideletter 24

Butte Permanent Fire Apparatus Engineer Placement Assistance Agreement.

BUTTE UNIT PERMANENT FIRE APPARATUS ENGINEER PLACEMENT ASSISTANCE AGREEMENT

1. This agreement between the California Department of Forestry and Fire Protection (CALFIRE) and CDF Firefighters (CDFF) shall apply to rank-and-file employees in Bargaining Unit 8. In cases of a dispute regarding the interpretation or application of this agreement, the parties agree to use the grievance and arbitration procedure as outlined in the most recent agreement between the parties.
2. If there is a conflict between this agreement and any other existing agreements, rules or regulations, this agreement shall be controlling for the circumstances described herein only, unless otherwise prohibited by law.
3. Two positions classified as Fire Apparatus Engineer (~~Position numbers 542-211-1077-620 and 542-211-1077-621~~) have been identified by the Unit as the two impacted positions subject to cut, given Butte County's modification of the Schedule A Agreement. (7/1/09)
4. In anticipation of the said cuts, the Northern Region has held open two (2) permanent Fire Apparatus Engineer positions; one (1) position shall be in the Tehama-Glenn Unit (TGU) and one (1) shall be in the Nevada-Yuba Placer Unit (NEU).
5. The Unit shall first seek volunteers from the Fire Apparatus Engineer classification within the Butte Unit to accept and transfer to each of the positions in TGU and NEU. If there are no volunteers, the two least senior permanent Fire Apparatus Engineers shall select, in order of seniority, one position from either TGU or NEU.
6. If one or both of the affected Fire Apparatus Engineers does not select one of the available positions, he/she shall be subject to the lay off provisions within the Bargaining Unit 8 MOU.
7. Employees who transferred out or accepted positions out of the Butte Unit ~~pursuant to this agreement~~, and who have not changed their classification since leaving the Unit ~~will~~ SHALL be offered a one-time opportunity to return to the Unit, in order of seniority.
8. The right of first refusal shall exist for 24 months from the date ~~the~~ any employee transferred out of the Butte Unit PURSUANT TO THIS PROCESS
9. All employee transfers resulting from this agreement shall be considered voluntary and not subject to relocation expenses, EXCEPT WHERE THE TRANSFER EXCEEDS 50 MILES FROM ~~THE~~ Employee's Headquarters.

except by demotion in lieu of lay off

Signed: Lawrence Smeyth Date: 4/20/09

Signed: Date: 4/20/09

4/20/09

4-20-09

4/20/09

Sideletter 25

Riverside Settlement Agreement, DPA No. 02-08-0005

The 2003 sideletter/settlement (Riverside), by virtue of being item 25, shall not affect the arguments, merits or contentions of the parties (DPA and union) in the arbitration now pending before arbitrator Anita Knowlton. However, if the arbitrator rules the sideletter/settlement to be a nullity or void, then it shall expire (not be considered “rolled over. (It shall cease to exist.)

This document/agreement shall not be admissible or discussed by either party in said arbitration.

BARGAINING UNIT 8 CONTRACT NEGOTIATIONS

CDF FIREFIGHTERS

Ken Hale
State Rank and File Director
CDF Firefighters

Bob Wolf
President
CDF Firefighters

Steve Hartman
Fire Captain A
Shasta-Trinity Unit

Gad Amith
F. ~~FAE~~ – Medic
Riverside Unit

STATE OF CALIFORNIA

Dennis Batchelder
Labor Relations and Human Resources
Consulting

Dana E. Manning
Labor Relations Officer
Department of Personnel Administration

Tina Ramirez
Labor Relations Manager I
Department of Forestry and Fire Protection

Hoa Voong
Labor Relations Analyst
Department of Forestry and Fire Protection

Kevin O'Meara
Battalion Chief – Non-Supervisory
Tuolumne-Calaveras Unit

Megan Desy
Staff Services Analyst
Department of Forestry and Fire Protection

Mary Stock
Fire Captain A
San Bernadino Unit

Mikel Martin
Southern Region Chief
Department of Forestry and Fire Protection

Gary Messing
Chief Counsel

John Ellis
Assistant Deputy Director, Fire Engineering and Enforcement
Department of Forestry and Fire Protection

Janet Barentson
Deputy Director, Management Services
Department of Forestry and Fire Protection