



Agreement Between
The State of California and
CAL FIRE Local 2881

covering

BARGAINING UNIT 8

FIREFIGHTERS

Effective
July 1, 2022 through June 30, 2024

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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 CAL FIRE Local 2881, IAFF, hereinafter referred to as CAL FIRE Local 2881 or Union, has as its purpose the promotion of harmonious labor relations between the State and the CAL FIRE Local 2881: 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 "CAL FIRE" refers to that 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 CAL FIRE Local 2881 as the exclusive negotiating agent for all employees in the Firefighter Unit.
- 1.1.2 Pursuant to Government Code Section 3517 CAL FIRE Local 2881 recognizes the Director of the California Department of Human Resources (CalHR) 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 CAL FIRE Local 2881 on all matters relating to grievances.
- 2.1.2 A written list of CAL FIRE Local 2881 grievance representatives serving each existing CAL FIRE Local 2881 Chapter, each Region, and the State level shall be furnished to the State immediately after their designation. CAL FIRE Local 2881 shall notify the Labor Relations Officer promptly of any changes of such grievance representatives (or their alternates as described below).

Each CAL FIRE Local 2881 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 CAL FIRE Local 2881 itself, a CAL FIRE Local 2881 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 CAL FIRE Local 2881 representatives may visit the work site for purposes related to the implementation of this Agreement or for lawful CAL FIRE Local 2881 business. Access shall not unreasonably be withheld and shall not interfere with the work of the employees. CAL FIRE Local 2881 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

CAL FIRE Local 2881 representatives may, during non-working hours or during the meal break, distribute employee organization literature in accordance with department access policy. CAL FIRE Local 2881 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 CAL FIRE Local 2881 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, CAL FIRE Local 2881 shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities, incurred as a result of CAL FIRE Local 2881's use of such State facilities.

Section 2.5 Bulletin Boards and Email Access

- 2.5.1 CAL FIRE Local 2881 may have access to employee organization bulletin boards at all work facilities to post materials related to CAL FIRE Local 2881 activities. Any materials posted must be dated and initialed by the CAL FIRE Local 2881 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 CAL FIRE Local 2881. However, at its option and expense CAL FIRE Local 2881 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 CAL FIRE Local 2881 Web Page shall be allowed from State Computers in the same way it exists as of May 1, 2001.
- 2.5.3 CAL FIRE Local 2881 agrees that nothing of a libelous, racist, sexist, obscene, or partisan political nature shall be posted on employee organization bulletin boards, bulletin board space or email in accordance with all departmental policies.

Section 2.6 Use of State Phones

CAL FIRE Local 2881 stewards and officers shall be permitted reasonable use of department phones to make calls for CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 Release Time bank for use by CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE. 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 CAL FIRE management. CAL FIRE 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. CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881. 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 CAL FIRE Local 2881 upon request.

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

2.7.5 Bank hours shall be calculated as follows:

Length of Day	Release Time Bank Usage
Half Day (up to 12 hours)	6
Full Day (12-24 hours)	10

2.7.6 In lieu of the contribution the employer was scheduled to make to the union's Release Time Bank in August 2018 and February 2019, the State provided leave credit loans totaling 1,600 days. The State and CAL FIRE Local 2881 agree that these loans will be forgiven and do not need to be paid back by CAL FIRE Local 2881.

2.7.7 CAL FIRE Local 2881 may use state release time, instead of release time bank credits, of up to 270 days per year for honor guard training, provided that the honor guard uniform shall display both union and department patch (or other prominent marking), and provided that the honor guard services continue to be utilized for all Bargaining Unit 8 employees. State requests to use the honor guard for departmental functions will not be unreasonably denied by CAL FIRE Local 2881.

- 2.7.8 CAL FIRE Local 2881 may use state release time, instead of release time bank credits, of up to 100 days per year for family liaison services, provided that the family liaison services continue to be utilized for all Bargaining Unit 8 employees.

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 CAL FIRE Local 2881 (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

CAL FIRE Local 2881 shall have the choice of requesting an unpaid leave of absence or a union paid leave for a CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 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, CAL FIRE Local 2881 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 – CAL FIRE Local 2881 ORGANIZATIONAL SECURITY

Section 3.1 Payroll Dues Deduction

- 3.1.1 It is the intent of this Section to provide for payroll deductions of CAL FIRE Local 2881 members in Unit 8, relative to dues, assessments, and insurance programs. CAL FIRE Local 2881 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 CAL FIRE Local 2881 and in accordance with State Controller's Office administrative policies and procedures and transmitted to CAL FIRE Local 2881. Amounts deducted shall be set by CAL FIRE Local 2881 and changed by the State upon written request of CAL FIRE Local 2881. The CAL FIRE Local 2881 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 CAL FIRE Local 2881.
- 3.1.2 The written authorization for CAL FIRE Local 2881 dues deductions shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from CAL FIRE Local 2881 by sending a signed withdrawal letter to CAL FIRE Local 2881 within 30 calendar days prior to the expiration of this Agreement.
- 3.1.3 The CAL FIRE Local 2881 hereby agrees in consideration of forbearance by the State Controller, at the request of the CAL FIRE Local 2881 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 CAL FIRE Local 2881 pursuant to the Government Code Section 1156(d), and of benefits accruing to the CAL FIRE Local 2881 as

a result of such forbearance, the CAL FIRE Local 2881 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 CAL FIRE Local 2881 except for liability to the CAL FIRE Local 2881 for moneys actually withheld, but not transmitted.

Section 3.2 Membership Dues

- 3.2.1 Effective June 1, 1992, the State Employer agrees to deduct and transmit to CAL FIRE Local 2881 all deductions authorized on a form provided by CAL FIRE Local 2881. Such authorized dues deductions shall be remitted monthly to CAL FIRE Local 2881 along with an adequate itemized record of deductions. CAL FIRE Local 2881 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 CAL FIRE Local 2881 agrees to hold the State employer harmless for any such action.
- 3.2.2 The amount of membership dues shall be set by CAL FIRE Local 2881 and changed by the State upon written notice from CAL FIRE Local 2881. CAL FIRE Local 2881 agrees to notice all affected employees any time there is a change in membership dues.
- 3.2.3 CAL FIRE Local 2881 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 CAL FIRE Local 2881 deductions. Under no circumstances is membership in CAL FIRE Local 2881 or payment of CAL FIRE Local 2881 Fair Share fees a condition of State employment for employees covered by this Agreement.
- 3.2.4 CAL FIRE Local 2881 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.
- 3.2.5 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 shall result in termination of the State's obligation to deduct dues and Fair Share fees from CAL FIRE Local 2881 members and to remit such dues to CAL FIRE Local 2881, 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 CAL FIRE Local 2881 agree that it is mutually desirable to pay the extended duty week compensation (EDWC) at the

time of the monthly paycheck. However, CAL FIRE Local 2881 recognizes that there are payroll problems with this and the State Controller's approval is required. The State and CAL FIRE Local 2881 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 CAL FIRE 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 CAL FIRE Local 2881 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 CAL FIRE will be given his/her badge with a "Retired" banner affixed. The badge and the banner will be paid for by CAL FIRE. 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 CAL FIRE expense.
- 5.10.3 All personnel shall be provided with photo identification pursuant to Personnel Procedures Handbook Section 1530.

Section 5.11 Mobile Equipment

CAL FIRE Local 2881 shall have the right to submit a consolidated list of concerns and suggestions regarding mobile equipment, and CAL FIRE shall respond in writing.

Section 5.12 State-Owned Housing Rentals

- 5.12.1 The department 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 department 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.
- 5.12.5 Employees occupying dormitory accommodations as their primary residence shall pay a pro-rated rental amount for tenancies less than a complete pay period, the amount of which is calculated by dividing the regular monthly rental rate for the dormitory unit by 30 (average days per month), and multiplying the daily rate by the number of actual days the employee occupied the dormitory unit.
- 5.12.6 The department must provide State-owned housing employees with a written rental agreement covering the duration of occupancy.
- 5.12.7 The department must obtain a full appraisal on all State-owned housing properties from a certified appraiser once every five years to determine the fair market value along with a rental rate market analysis. The written report shall include a complete legal description of the property. Reports are due to the Department of Human Resources (CalHR) ten (10) days after receipt of the completed appraisal. The department is required to submit a desk review update to CalHR each calendar year.
- 5.12.8 All lessees of State-owned housing must secure a broad policy of comprehensive coverage of public liability insurance, at his/her own expense, insuring against loss or liability caused by or connected with the lessee's occupation and use of said premises, and shall name the State of California and the appointing powers as additional insureds.
 - 1. Evidence of such policy shall be furnished to the department and must be updated annually.
 - 2. Coverage must be maintained during the entire rental term and include the following minimum requirements:
 - a. \$300,000 for injury to or death of one person, and subject to such limitation for the injury or death of one person, of not less than \$100,000 for injury to or death of two (2) or more persons as a result of any one accident or incident; and,
 - b. \$500,000 for damage to or destruction of any property of others.

Section 5.13 Intentionally Deleted

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 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 CAL FIRE Director who assigns, reviews and directs the work of the grievant.
- 6.2.3 As used in this procedure, the term "party" means CAL FIRE Local 2881, an employee, or the State.
- 6.2.4 A "CAL FIRE Local 2881 representative" refers to an employee designated as a CAL FIRE Local 2881 grievance representative as defined in Section 2.1 Grievance Representatives of this Agreement, or a paid staff representative or a person authorized by CAL FIRE Local 2881 to act as its representative.
- 6.2.5 "CAL FIRE Director" or "CAL FIRE" refers to the appropriate department director or department if the employee is employed by a department other than CAL FIRE.

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 CAL FIRE Local 2881 itself, may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a CAL FIRE Local 2881 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 CAL FIRE and CAL FIRE Local 2881. Such forms will be provided by the State. CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 filed the grievance, said response shall be mailed to the Sacramento office of CAL FIRE Local 2881 and to the mailing address of the local CAL FIRE Local 2881 representative. CAL FIRE Local 2881 shall provide a list with mailing addresses of such representatives. The postmark shall be the determinative of the mailing date.
- 6.9.5 CAL FIRE Local 2881 shall be served a copy of any formal grievances not filed by CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Director as the second level of appeal. If the CAL FIRE 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 CAL FIRE 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 CAL FIRE 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 CAL FIRE 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 CalHR or designee.
- 6.12.2 Within 30 calendar days after receipt of the appealed grievance, the Director of CalHR 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 CAL FIRE Local 2881 is not satisfied with the decision rendered, then within 30 calendar days, CAL FIRE Local 2881 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 list of seven (7) arbitrators provided by State Conciliation and Mediation.
- 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 list provided by State Conciliation and Mediation 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.

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 CAL FIRE Local 2881 to testify at an arbitration hearing concerning this Agreement shall do so without loss of compensation. CAL FIRE Local 2881 shall use reasonable efforts to schedule witnesses so as to not cause an undue expense to the Employer. CAL FIRE Local 2881 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 CAL FIRE Local 2881 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, CAL FIRE Local 2881, 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 CAL FIRE Local 2881 may contact the Department Labor Relations Officer with specific information regarding the contract violation. The Labor Relations Officer and CAL FIRE Local 2881 will jointly determine the appropriate management level at which to begin discussions.
- 6.19.1.2 After a determination is made, CAL FIRE Local 2881 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, CAL FIRE Local 2881 may request informal talks with the next administrative level, up to and including the Labor Relations Officer himself/herself.
- 6.19.1.5 CAL FIRE Local 2881 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 CAL FIRE Local 2881 invoking the "immediate arbitration" procedure. If this procedure fails to resolve the dispute, CAL FIRE Local 2881 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 CalHR 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 CalHR that the employee is working out-of-class and CAL FIRE Local 2881 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 (extended duty week

and unplanned) shall be compensated at the time and one-half rate based on a 72-hour clock. Effective July 1, 2017, all overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 65-hour clock. Effective July 1, 2018, all overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 60-hour clock. Effective July 1, 2019, all overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 56-hour clock.

Formula: $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$

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 (through 6/30/2017) 65 (through 6/30/2018) 60 (through 6/30/2019) 56 (effective 7/1/2019)	1.5	19	72 (through 6/30/2017) 65 (through 6/30/2018) 60 (through 6/30/2019) 56 (effective 7/1/2019)	1.5

Beginning on the first day of the pay period following ratification all overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 53-hour clock.

Formula $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$.

“C”, the clock, shall be 53 hours.

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.

8.1.3.1 Notwithstanding the above, employees may be placed on a 4 day duty week during the winter preparedness period. The only available duty days are Monday through Friday. The four day duty week is not to be used for routine minimum engine coverage staffing or Schedule A contract staffing.

Work 10 10 10 10

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

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

8.1.5 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 the continuous hour period. This 12 continuous hour period may be adjusted such that it ends at or near "Aircraft Cutoff time".

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 Heavy Fire Equipment Operator's (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 all overtime (extended duty week and unplanned), the hourly rate of pay will be based on an average duty week of 72 hours. (All overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 56-hour clock).

Formula: $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$

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

Beginning on the first day of the pay period following ratification all overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 53-hour clock.

Formula $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$.

"C", the clock, shall be 53 hours.

- 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, 5
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
HFE0	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, 6

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

8.2.4.2.5 Shift Pattern 5

Work	10	10	10	10
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Standby 32 hours immediately following one or more of the first three scheduled workdays.

Employees may be placed on a 4 day duty week during the winter preparedness period. The only available duty days are Monday through Friday. The four day duty week is not to be used for routine minimum engine coverage staffing or Schedule "A" contract staffing.

8.2.4.2.6 Shift Pattern 6 (7 consecutive days)

Work	10	10	10	10	10	10	10
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Standby	14	14	2	14	14	14	2
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8.2.5 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 the continuous hour period. This 12 continuous hour period may be adjusted such that it ends at or near "Aircraft Cutoff time".

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 (\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 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 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 all overtime (extended duty week and unplanned), the hourly rate of pay will be based on an average duty week of 84 hours. Effective July 1, 2017, all overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 56-hour clock.

Formula: $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$

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 (through 6/30/17) 56 (effective 7/1/2017)	1.5	31	56	1.5

Beginning on the first day of the pay period following ratification all overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 53-hour clock.

Formula $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$.

"C", the clock, shall be 53 hours.

8.3.3.2 When assigned to a 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. Effective July 1, 2017, all overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 56-hour clock.

Formula: $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$

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 (through 6/30/17) 56 (effective 7/1/2017)	1.5	19	56	1.5

Beginning on the first day of the pay period following ratification all overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 53-hour clock.

Formula $((S \div 4.33) \div C) \times f = \text{Hourly Rate of Pay (HROP)}$.

"C", the clock, shall be 53 hours.

- 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 year-round.

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.

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 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 ECT). When a select call-staffing pattern is in effect, the standby response time is 30 minutes (wheels rolling on the ECT). If an employee cannot meet the 30-minute requirement, he/she will be required

to remain at the work location. The 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 ECT) 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, CAL FIRE Local 2881 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 CAL FIRE Local 2881 (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.

8.11.1 Allowable Shift Pattern Variations

8.11.1.1 Fresno-Kings Unit (FKU)

Fresno Co. FPD

2 on, 2 off with one 6-day "Kelly" in a 28-day work period

8.11.1.2 Madera/Mariposa/Merced Unit (MMU)

Madera City and Merced County

2 on, 2 off with one 6-day "Kelly" in a 28-day work period

8.11.1.3 San Mateo/Santa Cruz Unit (CZU)

Pajaro Dunes

2 on, 2 off, 2 on, 3 off, 2 on, 3 off, in a 14-day work cycle

8.11.2 No other variations are allowed unless allowed elsewhere in this agreement.

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 Upon ratification employees who are assigned to a fire incident 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 Intentionally Deleted

8.14.2 Non-Fire Emergencies

8.14.2.1 Employees who are assigned to a non- fire incident 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 employees 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,.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. CAL FIRE Local 2881 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 CAL FIRE will continue its policy for the administration of voluntary overtime as found in Personnel Procedures Handbook Section 1052.

Section 8.24 Staffing and Schedule A and Amador Contracts – Side Letter 5

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.

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 unit, including conservation camps.
- 9.1.2 Persons desiring a reassignment within their 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 Reassignment 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 inter-unit 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, reassign, 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 are reassignment requests which are on file, the department will consider all reassignment requests on file when filling a vacancy. Reassignment candidates will be offered permanent fulltime positions based on their reassignment requests. If more than one reassignment applicant exists for the location filling the vacancy, the reassignment applications will be rated with criteria as set forth in 9.2.4. If there are no reassignment requests on file, then hiring will commence through the established hiring process.

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 reassignment 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 reassignment 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 reassignment. 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 CAL FIRE 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 reassignment 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 Reassignment 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 reassignment 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 unit.
- 9.2.5.6 Requests for reassignment will be valid for the calendar year for which they are submitted. It will be necessary to resubmit reassignment requests on or after January 1st 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 reassignment 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 reassignment 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 reassignment request requires documentation of the specific reasons for disapproval on or attached to the appropriate

reassignment form. The decision to disapprove a reassignment request is grievable through the second level of the grievance procedure.

- 9.2.5.9 The reassignment request, once approved, shall be sent by the employee's unit directly to the unit to which he/she has requested reassignment.
- 9.2.5.10 To encourage cost effectiveness of the reassignment 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 Reassignment approvals shall be at the same level as the delegated appointing authority.
- 9.2.5.12 Moving costs for voluntary reassignments shall be borne by the employee. Travel and subsistence costs associated with any reassignment interview shall be borne by the employee.
- 9.2.5.13 Intentionally Deleted
- 9.2.5.14 A hardship reassignment 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.
- $$((\text{Monthly Salary} / 4.33) / 40) \times 10 = 1 \text{ day of holiday pay}$$
- 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 CalHR 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, during the August and February pay periods of each year members of CAL FIRE Local 2881 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 member of CAL FIRE Local 2881 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 member of CAL FIRE Local 2881 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 or decrease the leave accrual reductions for either month for members of CAL FIRE Local 2881 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 increased or reduced accordingly. This paragraph contemplates the possibility that the leave accrual reductions might increase or decrease 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, during the August and February pay periods of each year members of CAL FIRE Local 2881 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 member of CAL FIRE Local 2881 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 member of CAL FIRE Local 2881 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 or decrease the leave accrual reductions for either month for members of CAL FIRE Local 2881 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 increased or reduced accordingly. This paragraph contemplates the possibility that the leave accrual reductions might increase or decrease 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 CalHR 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 CalHR 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 CalHR 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.

- 10.4.1.4 Per the Healthy Workplaces, Healthy Family Act of 2014, an employer shall provide paid sick days for the following purposes:
 - 10.4.1.4.1 To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 10.4.1.4.2 To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 10.4.1.4.3 To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - 10.4.1.4.4 To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- 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 CAL FIRE Local 2881 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, CAL FIRE Local 2881 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 CAL FIRE.
- 10.8.9 The State and CAL FIRE Local 2881 understand and agree that Senate Bill 334, regarding EIDL, defines the industrial disability leave benefit for Unit 8 employees who are temporarily disabled by illness or injury arising out of and in the course of state employment for dates of injury on or after January 1, 2018 and who experience a period of temporary disability that exceeds 22 consecutive days.

Government Code section 19871.3 shall apply to an injury or illness described above and supersedes Section 10.8 – Enhanced Industrial Disability Leave and Section 11.21 – Industrial Disability Leave, with the exception of 11.21.1 and 11.21.9.

Senate Bill 334 defines the IDL benefit period for employees who experience a period of temporary disability that exceeds 22 consecutive days to be a period not to exceed 52 weeks following the date of injury or until the injury or illness is declared “permanent,” whichever is earlier, unless the injury is burn-related. If the injury is burn-related, the maximum period is not to exceed 156 weeks following the date of injury or until the injury or illness is declared “permanent,” whichever is earlier.

“Permanent” is defined as “permanent and stationary.”

Senate Bill 334 does not contain supersession language and, therefore, Government Code section 19871.3 is controlling.

For the purposes of determining the net salary on the date of the occurrence of the injury or illness or the date the injury or illness is declared, ‘declared’ is defined as the filing of a completed claim form with the employer.

Section 11.21 – Industrial Disability Leave shall continue to apply for employees who are temporarily disabled by illness or injury arising out of and in the course of state employment until the employee experiences a period of temporary disability that exceeds 22 consecutive days.

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 CalHR 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 CalHR 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 CAL FIRE Local 2881 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)

VOLUNTARY 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.
 - 10.17.1.3 The employer agrees that, for those employees who have earned PLP credits after July 1, 2003, and retain balances from those earnings, those PLP balances will be carried as a separate leave balance.
- 10.17.2 INTENTIONALLY DELETED
 - 10.17.2.1 INTENTIONALLY DELETED
 - 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 INTENTIONALLY DELETED
 - 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.
- 10.17.3 Effective with the pay period following ratification, accrual of leave under the Voluntary Personal Leave Program shall be discontinued. Bargaining Unit 8 members currently enrolled in the Voluntary Personal Leave Program will have their salaries adjusted to reflect the change.

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 CalHR 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.

Section 10.20 Vacation/Annual Leave Cash Out

Employees may be permitted annually to cash out up to eighty (80) hours of accumulated Vacation/Annual Leave as follows:

On or before May 1 of each year, starting in the 2016 calendar year, the department head (Director, Executive Officer, etc.) or designee will advise department employees whether the department has funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available, employees will be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to cash out Vacation/Annual Leave must submit a written

request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.

Section 10.21 Wounded Warriors Transitional Leave

In accordance with the Wounded Warriors Transitional Leave Act, Government Code section 19859, in addition to Article 10.4 (Sick Leave), an employee hired on or after January 1, 2016, who is a veteran with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs (USDVA) shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for his or her service-connected disability.

Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the first day of employment and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited.

Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required, pursuant to rules adopted by the department.

In addition to any other entitlement for sick leave with pay, a state officer or employee who serves as a member of the National Guard or federal military reserve force who is called up to active service and as a result sustains a service-connected disability rated at 30 percent or more by the USDVA shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for his or her service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the effective date of the employee's disability rating decision from the USDVA or on the first day that the qualifying employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this paragraph that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

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, 2017, 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 CalHR. Employees will continue to be automatically enrolled in the basic vision program.

Health Benefits Contribution Formula

Effective January 1, 2017, 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.

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.

- 11.1.1.1.1.1 Effective January 1, 2017, 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 CalPERS.
- 11.1.1.1.1.2 The State shall pay up to \$641 per month for coverage of an eligible employee.
- 11.1.1.1.1.3 The State shall pay up to \$1,236 per month for coverage of an eligible employee plus one dependent.
- 11.1.1.1.1.4 The State shall pay up to \$1,603 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.

11.1.1.2 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 CalPERS and a dental plan administered or approved by CalHR, 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 CalPERS, the employee's dental benefit enrollment party code will determine the amount of the contribution.
- 11.1.1.2.3 Permanent Intermittent (PI) employees shall only be eligible to participate in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year.
- 11.1.1.2.4 If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by CalHR and certifies that he/she has qualifying group health coverage 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.
- 11.1.1.2.5 If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that he/she has qualifying group health coverage from another source, but enrolls in a dental plan administered or approved by CalHR, 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.
- 11.1.1.2.6 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.

11.1.2.1.3 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 sixty (60) 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.

11.1.2.3 Technical Clean Up to Health Benefit Vesting Language

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.

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.
- 11.1.3.2 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 basic 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
- Government Code Section 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 Health Benefit Premium Increases

The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

11.1.7 Improving Affordability and Access to Health Care

Effective the first day of the pay period following ratification by both parties [insert date?], through June 30, 2024, all Bargaining Unit 8 employees enrolled in a state-sponsored health benefit plan shall receive a monthly payment of \$260, regardless of party code enrollment.

This payment shall not be considered as compensation for purposes of retirement.

This section shall be grievable up to the Director of CAL FIRE and shall not be subject to arbitration.

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 CAL FIRE 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, and CAL FIRE Local 2881 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 CAL FIRE.

Section 11.8 Membership on Accident Investigation Teams

CAL FIRE Local 2881 shall continue to have one representative on each accident investigation team. The CAL FIRE Local 2881 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 CAL FIRE Local 2881 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. CAL FIRE Local 2881 shall provide a contact roster to be used for notification. To the maximum extent possible, CAL FIRE Local 2881 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 CAL FIRE.
- 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 Effective January 1, 2017, CAL FIRE shall provide at State expense, enrollment for all Bargaining Unit 8 Employees with the California Professional Firefighters Personal Exposure Record program.
- 11.11.2 For all Bargaining Unit 8 non-permanent employees prior to January 1, 2017, who were previously not included in subsection 11.11.1 above, the department was required to maintain at State expense, a Personal Exposure Record Program utilizing identical forms as used by the California Professional Firefighters Personal Exposure Record Program. Upon request of an individual, the original form(s) shall be made available to the individual. Retention of the Personal Exposure Records submitted prior to January 1, 2017 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 Communicable Disease Training

The State agrees to provide Communicable Disease training to all new CAL FIRE employees within the first three months of employment. The State further agrees to provide annual Communicable Disease refresher training to all CAL FIRE employees.

Section 11.14 Showers and Restrooms

In facilities where Unit 8 employees are required to sleep, the State and CAL FIRE Local 2881 recognize the need for separate showers and restrooms for male and female staff. CAL FIRE 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 state and federal laws; and any related administrative provisions adopted by CalHR. All eligible employees must work one-half time or more and have permanent status or if a limited-term or Temporary Authorization Appointment (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 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE employee.
- 11.19.4 The State agrees to use either Substance Abuse and Mental Health Services Administration (SAMHSA) 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 CAL FIRE Local 2881 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 CalPERS 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.
- 11.21.9 IDL will not be paid for time lost to attend medical appointments after the employee returns to work or is deemed able to return to work.

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 CalHR 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 CalHR. 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 CAL FIRE 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 ECT's. The system shall be provided for each vehicle consistent with the number of standard seat belts in the vehicle (ECT 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.

Section 11.26 Compliance with State and Federal Law

The State may implement changes to the Health and Welfare benefits under this Article in order to comply with state or federal law. The State shall meet and confer with the Union over the effects of any changes made pursuant to this section.

Section 11.27 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, in 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.

ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

Section 12.1 Allowances and Reimbursements

Effective the first day after the pay period following ratification, 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 CalHR rules and as set forth below.

Lodging and/or meals provided by the State or included in hotel expenses or Conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conference/registration fees because of time constraints or other considerations such as reasonable accommodation may be reimbursed provided an alternate meal was purchased, in accordance with the rates established in 12.1.1.1 of this article. 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, and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. 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 agreed upon 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 IRS definition of “incidentals” includes fees and tips for porters and baggage carriers. It does not include expenses for laundry, cleaning and pressing of clothing, 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	\$07.00
Lunch	up to	\$11.00
Dinner	up to	\$23.00
Incidentals	up to	\$05.00
Total	up to	\$46.00 (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 commercial lodging establishment receipt.
- 12.1.2.1 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 \$90.00 plus applicable taxes.

- 12.1.2.1.2 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 \$90 plus applicable taxes.
- 12.1.2.1.3 When employees are required to do business and obtain lodging in the counties of Sacramento, Napa, and Riverside, reimbursement will be for actual receipted lodging to a maximum of \$95 plus applicable taxes.
- When employees are required to do business and obtain lodging in Marin County, 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 Los Angeles, Orange, Ventura, & Edwards AFB (excluding the City of Santa Monica), reimbursement will be for actual receipted lodging to a maximum of \$120 plus applicable taxes.
- When employees are required to do business and obtain lodging in the counties of San Diego and Monterey County, reimbursement will be for actual receipted lodging to a maximum of \$125 plus applicable taxes.
- When employees are required to do business and obtain lodging in the counties of Alameda, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus applicable taxes.
- When employees are required to do business and obtain lodging in the City of Santa Monica, reimbursement will be for actual receipted lodging to a maximum of \$150 plus applicable taxes.
- When employees are required to do business and obtain lodging in the San Francisco, reimbursement will be for actual receipted lodging to a maximum of \$250 plus applicable taxes.
- 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. The supervisor must determine prior to the beginning of the assignment if the time away from the home or headquarters area will be more than 30 days, but less than one year. Long term Assignments lasting longer than 1 year may require the long-term reimbursements to be reported as a fringe benefit.
- 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.
- 12.1.3.3 Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change CalHR policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

Employees who leave the LTA location are not entitled to the reimbursement of per diem and transportation costs if they stayed overnight elsewhere.

- 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 CalHR.

Subsistence shall be paid in accordance with procedures prescribed by CalHR. 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 considering both direct expense as well as the employee's time. Provided the mode of transportation selected does not conflict with the needs of the agency, the officer or employee may use a more expensive form of transportation and be reimbursed at the amount required for a less expensive mode of travel. Both modes of transportation will be shown on the travel claim.

- 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 INTENTIONALLY DELETED

- 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 at the current FSMR rate per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR 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 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, fax or other business charges necessary 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 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 CalHR 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 CalHR 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 CalHR Rule 599.623.

Section 12.3 Uniforms

- 12.3.1 Upon ratification, permanent employees required by CAL FIRE to wear a uniform on a full-time basis shall be eligible for a uniform allowance of \$1650 and a boot allowance of \$480 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 CAL FIRE 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 \$138 and a boot allowance of \$40 per month payable upon termination or furlough for any reason. Seasonal employees (including permanent intermittent) shall report to work with an approved uniform including CAL FIRE/Cal-OSHA approved safety boots as specified by CAL FIRE. 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 CAL FIRE 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 CAL FIRE/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.

- 12.3.8 Management reserves the right to meet and confer regarding any uniform committee recommended changes which may affect cost associated with uniforms and allowance.
- 12.3.8.1 Uniform and boot allowances shall not be considered as compensation for purposes of retirement contributions.

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.

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 Mass Transit

Effective the first day of the pay period following ratification by both parties [insert December 1, 2022?], employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 100 percent discount on public transit passes sold by State agencies up to the current monthly exclusion amount provided by the Internal Revenue Service (IRS). Employees who purchase public transit passes on the employee's own shall be eligible for a 100 percent reimbursement up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpools shall not exceed the current combined IRS maximum monthly exclusion amount. 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 Vanpool

Effective the first day of the pay period following ratification by both parties [insert December 1, 2022?], employees riding in vanpools or driving vanpools shall be eligible for a 100 percent reimbursement of the monthly fee up to the current monthly exclusion amount provided by the IRS.

The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpools shall not exceed the current combined IRS maximum monthly exclusion amount. A vanpool must, at a minimum, meet the definition of a "commuter highway vehicle" as described in the Internal Revenue Code section 132 (f), including seating capacity requirements.

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: PO/FF A Formula (3% at age 50), PO/FF B Formula (3% at age 55), and Public Employees' Pension Reform Act (PEPRA) PO/FF Retirement Formula (2.7% at age 57)/Contribution Rate/Final Compensation

- A. 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
- B. Effective 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 "Tier B Retirement Formula". The Tier B retirement formula shall not apply to:
- Former state employees who return to state employment on or after October 31, 2010.
 - State employees hired prior to October 31, 2010 who were subject to the Alternate Retirement Program (ARP).
 - State employees on approved leave of absence who return to active employment on or after October 31, 2010.

- Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee prior to October 31, 2010.

The above categories are subject to the PO/FF A retirement formula.

Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the “PEPRA Retirement Formula.” As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

- C. The table below lists the age/benefit factors for the PO/FF A, PO/FF B, and PEPRA PO/FF retirement Formulas.

Age at Retirement	PO/FF A Formula (3% at age 50) G.C. 21363.4 Employees hired January 1, 2006 and prior to January 15, 2011	PO/FF B Formula (3% at age 55)* G.C. 21363.1 Employees first hired on and after October 31, 2010 and prior to January 1, 2013	PEPRA PO/FF Formula (2.7% at age 57) G.C. 7522.25(d) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	3.000	.800	2.000
51	N/A	.840	2.100
52	N/A	.880	2.200
53	N/A	.920	2.300
54	N/A	.960	2.400
55	N/A	1.000 (3.000)	2.500
56	N/A	N/A	2.600
57	N/A	N/A	2.700

*multiply each factor by three percent as specified in CalPERS law.

D. Employee Contribution

PO/FF members shall contribute an additional four percent (4%) pension contribution commencing as described hereafter. If legislative ratification has occurred, effective the firstday 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.

Effective July 1, 2014, PO/FF members shall contribute an additional one and one-half percent (1.5%) pension contribution as specified in CalPERS law, Government Code section 20683. PO/FF members shall contribute eleven and one-half percent (11.5%) of compensation earnable or pensionable compensation in excess of \$238 for retirement.

Effective July 1, 2014, PO/FF members shall contribute an additional one and one-half percent (1.5%) pension contribution as specified in CalPERS law, Government Code section 20683. PO/FF members shall contribute thirteen percent (13%) of compensation earnable or pensionable compensation in excess of \$238 for retirement.

E. Final Compensation

PO/FF members first hired on or after October 31, 2010, shall be subject to the final compensation based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

PO/FF members in employment prior to October 31, 2010 shall remain subject to final compensation based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

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 (CalPERS) 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 CalPERS 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 CalPERS Plan Terminated by the Legislature in 2013

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 CalHR has approved this inclusion in writing to the board.

Section 13.6 Modified First Tier Plan

CAL FIRE Local 2881 and the State agree that an alternative retirement plan shall be established for employees who are eligible for membership as miscellaneous or 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

- A. New employees who meet the criteria for CalPERS membership are 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 or she would remain in the First Tier plan.

- B. An employee in the Second Tier may exercise the First Tier right of election any time.
- C. An employee who elects First Tier right of election is eligible to purchase past Second Tier service. CalPERS will work with members on payment options; including but not limited to, lump sum payment and installment payments.
- D. An employee who elects to purchase past service is required to pay the amount of contributions specified in CalPERS laws. As required by CalPERS law, the amount includes interest at six percent (6%), annually compounded.

Section 13.8 First Tier A Retirement Formula (2% at age 55) and First Tier B Retirement Formula (2% at age 60), and Public Employee's Pension Reform Act (PEPRA) PO/FF Retirement Formula (2% at age 62)/Contribution Rate/Final Compensation

- A. First Tier retirement members first employed by the state prior to October 31, 2010 are subject to the First Tier A retirement formula.
- B. Effective October 31, 2010, First Tier retirement members first employed by the state and qualifying for CalPERS membership shall be subject to First Tier B retirement formula. The First Tier B retirement formula would not apply to:
 - Former state employees who return to state employment on or after October 31, 2010.
 - State employees hired prior to October 31, 2010 who were subject to the Alternate Retirement Program (ARP)
 - State employees on approved leave of absence who return to active employment on or after October 31, 2010.
 - Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee.

The above categories are subject to the First Tier A retirement formula.

- C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PERPA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.
- D. First Tier Retirement Formula

The table below lists the First Tier age/benefit factors for First Tier A, First Tier B, and PEPRA First Tier.

Age at Retirement	First Tier A Formula (2% at age 55) G.C. 21354.1 Employees first hired prior to October 31, 2010	First Tier B Formula (2% at age 60) G.C. 21353 Employees first hired on or after October 31, 2010 and prior to January 1, 2013	PEPRA Formula (2% at age 62) 7522.20 Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A
51	1.280	1.156	N/A
52	1.460	1.224	1.000
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500
58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.148	2.400
67	2.500	2.148	2.500

The factors for attained quarter ages, such as 52 $\frac{3}{4}$ will continue as stated in CalPERS laws. 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 A, First Tier B, and PEPRA First Tier.

E. Employee Contribution

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.

Final Compensation

New employees hired on or after October 31, 2010, shall be subject to the final compensation retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

Employees in employment prior to October 31, 2010 shall retirement benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Public Employee's Pension Reform Act of 2013 (PEPRA)

PEPRA Definition of "Pensionable Compensation"

Retirement benefit for employees subject to PEPRA are based on the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United State Code Section 430 (b). The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

Alternate Retirement Program – New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the Alternate Retirement Program (ARP). Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the 47th month of employment and ending on the last day of the 49th month of employment following his or her initial ARP hire date.

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 CAL FIRE Local 2881 and CalHR 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.

Section 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 CalHR 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."

Section 13.13 Prefunding of Post-Retirement Health Benefits

The State and Bargaining Unit 8 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 8; and, agree that the foregoing concepts were implemented as a means to begin to offset the future financial liability for health benefits for retired members.

A. As of July 1, 2017, the State and Bargaining Unit 8 prefund retiree healthcare, with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2019. The amount of employee and matching employer contributions required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation:

1. July 1, 2017. by 1.5 percent.
2. July 1, 2018. by 1.5 percent, for a total of 3.0 percent.

3. July 1, 2019. by 1.4 percent, for a total of 4.4 percent.

Effective the first day of the pay period following ratification by both parties, the employer and employee contribution as described in Section 13.13 paragraph A.3, will be decreased by one percent from 4.4 percent to 3.4 percent.

Effective July 1, 2023, the contribution percentages described in paragraph A shall be adjusted based on actuarially determined total normal costs. Adjustment to both the employer and employee contribution percentages will occur if the actuarially determined total normal costs increase or decrease by more than half a percent from the normal total cost contribution percentages in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, commencing no sooner than July 1, 2023, and July 1 of each fiscal year thereafter, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed 0.5 percent per year.

B. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding

All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees and seasonal firefighters. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: non-firefighting seasonal and temporary employees, and employees whose time base is less than half-time, do not contribute. The employee prefunding contribution for a permanent intermittent employee shall be based on a ratio comparing their annual scheduled hours of work in comparison to those of a corresponding permanent employee for that position. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 8 shall begin contributing immediately, unless they are not subject, as set forth above.

C. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees on disability, in which case contributions will be withheld post-tax. Positive pay employee contributions shall be taken in arrears, based on the prior month's hours worked. Positive pay employees paid semi-monthly, will have the whole month's contributions withheld from the second warrant during each monthly pay period.

1. Employees with a single hourly appointment shall have contributions withheld only up to the amount that would have been deducted had the employee held a full-time appointment.

2. Employees with an appointment subject to OPEB prefunding and an additional appointment in a bargaining unit not subject to OPEB prefunding, shall have contributions withheld only from the appointment subject to OPEB prefunding.
3. Employees with multiple appointments subject to OPEB prefunding shall have contributions computed by combining all subject appointments, provided the results do not exceed the amount earnable in full-time employment, as follows:
 - a. Employees with a full-time appointment and an additional appointment (e.g., hourly), shall have contributions withheld from the full-time appointment only.
 - b. Employees with multiple part-time or hourly appointments, shall have contributions withheld from any/all appointments, up to the amount that would have been deducted had the employee held a full-time appointment.

If an employee has multiple hourly appointments, the highest pay rate will be used to compute what the deduction would be if the employee held a full-time appointment at that pay rate. For employees with a part-time and hourly appointment, the deduction amount will be computed based upon the part-time appointment's pay rate.

- D. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.
- E. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

Section 13.14 Post-Retirement Health Benefits Vesting

- 13.14.1 The following vesting schedule shall apply to state employees in Unit 8 first employed by the State on or after January 1, 2017.
 - (a) The portion of the employer contribution toward post-retirement health benefits will be based on credited years of service at retirement per the following chart entitled "Health Benefits Vesting". The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be 15 years. This section will apply only to State employees who were under a service retirement.
 - (b) State employees as defined in (a) above, who become BU 8 employees after January 1, 2017, shall not receive any portion of the employer's contribution payable for annuitants unless those employees are credited with 15 years of State service as defined by law.

- (c) The percentage of employer contribution payable for post-retirement health benefits for an employee subject to this section is based on the member's completed years of credited State service at retirement as shown in the following table:

CREDITED YEARS OF SERVICE	PERCENT OF EMPLOYER CONTRIBUTION
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

- (d) This section shall apply only to State employees who retire for service.
- (e) Benefits provided an employee by this section shall be applicable to all future State service.
- (f) For the purposes of this section, State service shall mean service rendered as an employee or officer (employed, appointed or elected) 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 Public 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) The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

13.14.2 The following vesting schedule shall apply to state employees in Unit 8 first employed by the State before January 1, 2017.

- (a)

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

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

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

- (d) For purposes of this section, "state service" shall mean service rendered as an employee or an appointment 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 Public Employees' Retirement System at the time of separation for retirement.

(e) 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 benefits costs for those personnel.

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

Section 13.15 Post-Retirement Dental Vesting

Post-retirement dental vesting shall apply to state employees in Bargaining Unit 8 first employed by the State on or after January 1, 2017, by the same 15-25 year vesting schedule as set forth under Section 13.14 Post-retirement Health Benefits Vesting.

The parties agree to support any legislation necessary to incorporate these post-retirement dental vesting changes into Government Code Section 22958 or any other applicable section of the Government Code.

Section 13.16 Employer Contribution for Retiree Health Benefits

- A. The employer contribution for each annuitant enrolled in a basic plan shall not exceed 80 percent of the weighted average of the Basic health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 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.
1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.
 2. This section shall apply to all employees and annuitants first hired on or after January 1, 2017.

- B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code section 22844 shall not exceed 80 percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 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.
1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.
 2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or without cost, and Medicare Part B, regardless of whether the employee or annuitant is actually enrolled in Medicare Part A or Part B.
 3. This section shall apply to all employees and annuitants first hired on or after January 1, 2017.
- C. State employees and annuitants in BU 8 hired on or after January 1, 2017, shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code section 22879.
- D. This section does not apply to:
1. State employees previously employed before January 1, 2017, who return to state employment on or after January 1, 2017; and
 2. State employees on an approved leave of absence employed before January 1, 2017, who return to active employment on or after January 1, 2017.
- E. The parties agree to support any legislation necessary to facilitate and implement this provision.

ARTICLE 14 – COMMITTEES

Section 14.1 Membership on Committees

- 14.1.1 CAL FIRE Local 2881 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 of active committees including but not limited to:

- 14.1.1.1 Intentionally deleted
- 14.1.1.2 Training Committee
- 14.1.1.3 Uniform Committee
- 14.1.1.4 Intentionally deleted
- 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 Intentionally deleted
- 14.1.1.10 Intentionally deleted
- 14.1.1.11 Intentionally deleted
- 14.1.1.12 And other committees agreed to by the Director and CAL FIRE Local 2881 President
- 14.1.2 CAL FIRE Local 2881 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.
- 14.1.4 State Board of Fire Services (State time only, no compensation when a meeting occurs on an employees day off)

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.

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.

The parties agree, upon notice by the State, to reopen only pertinent MOU sections needed to implement changes required by the California State Payroll System Project.

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.

Section 14.5 Joint Labor Management Committee

- A. Within 60 days of ratification of this Side Letter, the department and the Union shall establish a Joint Labor Management Committee (JLMC) to address issues of mutual concern including but not limited to hours of work, work schedules, and retention and recruitment.
- B. The JLMC shall consist of equal reasonable number of management representatives selected by the department head or designee and Union representatives selected by the union.
- C. Employees who participate on such committees shall suffer no loss of compensation for attending meetings of such committee.

Section 14.6 Reducing the 72-Hour Duty Week

- A. The State and the Union agree to reduce the current 72-hour duty week to a 66-hour duty week (a 24-hour reduction per work period) starting in Fiscal Year 2024-2025, subject to appropriation in the 2024-25 Budget Act. A Joint Labor Management Committee (JLMC) shall be established to determine the changes needed to implement the reduction. Topics of discussion shall include, but not be limited to:
 - a) Hours of work (reduce the 72-hour duty week)
 - b) Shift patterns
 - c) Work schedules
 - d) Retention and recruitment
 - e) Classifications
- B. The State and the Union agree to work through this JLMC to present a mutual agreement to the Director of Finance by July 1, 2023, for inclusion in the Governor's proposed 2024-2025 Budget.

- C. If the Governor declares a fiscal emergency and General Fund monies over the multiyear forecasts beginning in the 2024-2025 Governor's Budget are not available to support the reduction to a 66-hour duty week on an ongoing basis, including the estimate of direct costs and any increases in the cost of overtime driven by the proposal, the parties agree to reopen this provision regarding how and when to implement this section.
- D. Subject to paragraph C, implementation of the reduction shall occur effective November 1, 2024.
- E. The parties agree to meet and confer over the implementation of reducing the 72-hour duty week.
- F. The JLMC shall be comprised of an equal reasonable number of management representatives selected by the State and union representatives selected by the Union.
- G. Employees who participate on the committee shall use state release time and shall suffer no loss of compensation for attending meetings of such committee.
- H. The parties agree the JLMC will begin to meet no later than September 1, 2022. The JLMC shall meet at least three days per month, or more frequently, as needed and determined by the committee members. Dates and times of meetings and agenda of the JLMC shall be mutually determined by the members of the JLMC. Agenda items shall be agreed upon no later than two weeks prior to the scheduled meeting.
- I. JLMC meetings shall not be considered contract negotiations.
- J. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussion.
- K. At each meeting, the State shall provide the Union with information if the Union provides the State with information requests a minimum of ten (10) days in advance of the meeting.
- L. The terms of this section shall survive the expiration or termination of this MOU and shall survive and continue after any expiration or termination of the MOU until implementation of the 66-hour duty week.
- M. This section does not preclude continued bargaining on other matters covered in the Memoranda of Understanding.

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 CalHR 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, CalHR shall inform the Union in writing of the proposal during CalHR's preparatory stages of the proposals. The Union may request to meet with the CalHR 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 CalHR shall furnish the Union with drafts of the proposed classification specifications.
- 15.3.2 The CalHR 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 CalHR 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 CAL FIRE 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 CAL FIRE 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 CAL FIRE taking such proposal to CalHR. Upon request, CAL FIRE shall furnish the Union with drafts of the proposed classification specifications.

- 15.3.5 The CalHR 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 CAL FIRE 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 CAL FIRE 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 CAL FIRE 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 CAL FIRE 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 CAL FIRE 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 CalHR rules.
- 15.4.10 Nothing in this section is intended to adversely impact the ability of CAL FIRE to enter into new cooperative agreements and thereby blanket in local agency employees pursuant to state law.
- 15.4.11 CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 Ralph C. Dills Act.

16.1.2.3 Where CAL FIRE Local 2881 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 Ralph C. Dills Act.

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 CAL FIRE Local 2881 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, 2022 through June 30, 2024.

Section 16.5 Negotiations Ground rules

In any negotiations during the term of this agreement, the following ground rules will apply.

- 16.5.1 Bargaining sessions between the State and CAL FIRE Local 2881 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 CAL FIRE Local 2881 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 CAL FIRE Local 2881 Release Time Bank. All other expenses related to negotiations shall be borne by CAL FIRE Local 2881.
- 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, CAL FIRE Local 2881 only will present the issues to its membership. Upon reaching a tentative agreement on the total agreement, both CAL FIRE Local 2881 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 CalHR's 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 CalHR 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 CalPERS 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 the first day of pay period following ratification by both parties, the following shall apply to Bargaining Unit 8 (BU 8):

1. Effective July 1, 2022, all BU 8 employees shall receive a General Salary Increase of 2.50 percent.

2. Effective January 1, 2023, all BU 8 employees shall receive a General Salary Increase of 2.00 percent.
3. Effective July 1, 2023, all BU 8 employees shall receive a General Salary Increase of 2.00 percent.

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 CAL FIRE 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 CAL FIRE 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 CalHR 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 CalHR 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 CAL FIRE 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 Effective the first day of the pay period following ratification by both parties [insert December 1, 2022?] Bargaining Unit 8 employees shall be eligible to receive the monthly pay differential as listed below:

17 & 18 years	3%
19 years	4%

20 years	5%
21 years	6%
22, 23 & 24 years	7%
25 years	9%

- 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 five percent (5%) above base salary, not the cumulative total of years 17, 18, 19 and 20 (e.g. 15%).

Section 17.11 Educational Incentive Pay

- 17.11.1 Effective the first day of the pay period following ratification by both parties, the State shall pay \$150 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.
- 17.11.1.2 Employees in the following classifications:
- Battalion Chief
 - Forester I
 - Fire Captain
- 17.11.1.3 Employees in classifications that do not require a JAC certificate program (e.g. Forestry Pilot (Helicopter), 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.
- The above changes to this MOU provision, applies to any newly hired Heavy Fire Equipment Operator (HFEO) as of July 1, 2014. Any HFEO's receiving this pay differential prior to July 1, 2014, will receive the educational differential based on language prior to this change.

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 CAL FIRE 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 (CAL FIRE) 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 CalHR rules will be used to determine qualifying pay periods. Employees gaining CAL FIRE 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 CAL FIRE 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 (HFEO) 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.

Section 17.14 Fire Mission Pay

- A. All Classifications found in MOU Section 8.4 Specialty Classes with the exception of Forester 1, assigned to the Department of Forestry and Fire Protection shall receive a Fire Mission Pay differential of one (1) pay step when summer preparedness has been declared for the employee's unit. Fire Mission pay shall be effective upon the first day for which summer preparedness is implemented in the employee's unit and shall be discontinued upon the first day for which winter preparedness is declared in the employee's unit.
- B. During the period for which the employee is receiving the Fire Mission Pay differential he/she shall remain available on regular workdays to be called back to work on short notice if the need arises.
- C. Each Unit Chief or designee may establish procedures with regard to how contact is to be made (e.g. electronic paging device, phone) and with regard to response time while on immediate response status. Employees shall be expected to respond to the phone call or page within thirty (30) minutes. Compensable time shall commence when the employee begins his/her travel to the work site or other location designated by the employer.
- D. For purposes of this section, employees shall be compensated in accordance with the Overtime Compensation provision of the Unit 8 MOU if their time is restricted by the employer in order that they may be available for immediate response during off duty hours.
- E. Beginning the first day of the pay period following ratification paragraph A is amended to allow Fire Mission pay every month through June 30, 2021.

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), Heavy Fire Equipment Operator, permanent full time 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 CAL FIRE 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 Intentionally Deleted
- 18.1.3.1 Intentionally Deleted
- 18.1.4 Intentionally Deleted
- 18.1.5 Intentionally Deleted
- 18.1.6 CAL FIRE shall conduct all such apprenticeship training academies in accordance with the apprenticeship standards developed for CAL FIRE 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.
- 18.1.7 Following successful completion of academy training, apprentices will, as a condition of employment, participate in training provided by CAL FIRE consistent with the Apprenticeship Standard requirements and the curriculum established by Sub-JAC. Such related and supplemental training will be determined by Sub-JAC. Current practice concerning early final exams may not be changed without the consent of the Sub-JAC.
- 18.1.8 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.
- 18.1.9 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.
- 18.1.10 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.
- 18.1.11 Prior to implementation of any apprenticeship modifications initiated by Sub-JAC, the Employer will meet and confer with CAL FIRE Local 2881 over impacts.

ARTICLE 19 – INTENTIONALLY DELETED

ARTICLE 20 – CONTRACT PROTECTION

Section 20.1 INTENTIONALLY DELETED

Section 20.2 Continuous Appropriation

The State and CAL FIRE Local 2881 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. This will maintain employee salaries and benefits in case of an untimely budget.

Section 20.3 Rollover

If any existing provision of the Agreement is inadvertently not rolled over into the successor agreement, the parties will meet to rollover the provision.

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 CAL FIRE Local 2881 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 Human Resources [CalHR] 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 CAL FIRE Local 2881 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 CalHR Consortium

The CalHR 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 (CAL FIRE).

Section 3 Types Of Testing

- 3.1 Random Testing
 - 3.1.1 Each year, a number of drug tests that equals 25% of the employees in the CalHR testing pool will be conducted on employees who are randomly selected from the pool. In addition, a number of alcohol tests that equals 10% of the number of employees in the CalHR testing pool will be conducted on employees who are randomly selected from the pool. The CalHR will randomly select employee names from the testing pool using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers.

- 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 CAL FIRE 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	500 nanogram per milliliter	250 nanogram per milliliter
Cannabinoids	50 nanogram per milliliter	15 nanogram per milliliter
Cocaine	150 nanogram per milliliter	100 nanogram per milliliter
Opiates	2,000 nanogram per milliliter	2,000 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 CAL FIRE Local 2881 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 Substance Abuse and Mental Health Services Administration (SAMHSA) 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, marriage and family therapist, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission [NAADAC], the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse [ICRC], or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor [NBCC]), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. CalHR 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 CAL FIRE 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 safely, 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 Intentionally Deleted

APPENDIX C Intentionally Deleted

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 Ground rule. (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, CalHR No. 02-08-0005

Sideletter 1 Intentionally Deleted

Sideletter 2 Intentionally Deleted

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 Intentionally Deleted

Sideletter 5 Staffing and Schedule A and Amador Contracts (Incorporated as Section 8.24)

Sideletter 6 Intentionally Deleted

Sideletter 7 Tips and Gratuities

The parties agree to adhere to the State Controller's interpretation of Government Code Section 8558 and CalHR 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 Intentionally Deleted

Sideletter 10 Intentionally Deleted

Sideletter 11 Intentionally Deleted

Sideletter 12 Intentionally Deleted

Sideletter 13 Intentionally Deleted

Sideletter 14 Intentionally Deleted - Moved to 8.1.5 and 8.2.5

Sideletter 15 Dozer staffing level

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 per pay differential 63.

Sideletter 17 Intentionally Deleted

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)."

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8-30-02

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.

72
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.

Dated:

8/20/02

DEPARTMENT OF PERSONNEL
ADMINISTRATION

By:

Marty Wilgerson, Director

Dated:

9/2/02

By:

Andrea Tuttle, Director

CDF FIREFIGHTERS

Dated:

8/29/02

By:

Tom Gardner, President

2

08/29/02 THU 14:25 PCL/RE NO 0001

HL5
8/30/02

Sideletter 19

Stip and Order Concerning Ending Certain Split-Classes and Unifying Same, Either as Rank and File or Supervisory

PUBLIC EMPLOYMENT
RELATIONS BOARD
STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
7002 APR 12 AM 11:07

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

CED-SPGFI09693.

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

Side Letter 20 Intentionally Deleted

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 the 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 Menth
CAL FIRE

5/29/09
Date


John Hawkins
Riverside Unit Chief

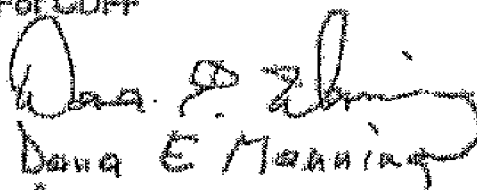
Date


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 22

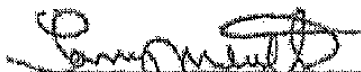
Riverside Unit Displacement Agreement

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 (CDDF) a list of all available positions for the classifications affected by the expenditure reductions. These 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 26, 2009, at 1700 hours, and concluding at 0800 hours on June 26, 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 CDDF, 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.

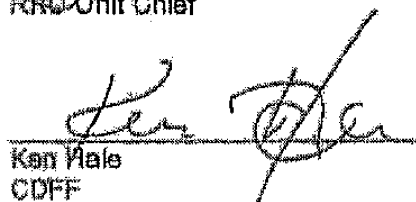
RIVERSIDE UNIT
DISPLACEMENT AGREEMENT


Larry Menth
CAL FIRE


5/29/09
Date


John Hawkins
RRU Unit Chief

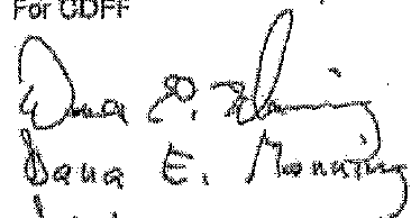
5/29/09
Date


Ken Hale
CDFF

05-29-09
Date


Gary Messing
Carroll, Burdick & McDonough LLP
For CDFF

5/29/09
Date


Dana E. Manning
BPA

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 County 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. 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 on 4/24/09, as long as those employees have eligibility on the current employment list.
5. 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 as 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: Burton Smith

Date: 4/20/09

Signed: [Signature]

Date: 4/20/09

[Signature]

4/20/09

[Signature]

4-20-09

[Signature]

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 542-244-1077-622 and 542-244-1077-624) 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) put*
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 be offered a one-time opportunity to return to the Unit, in order of seniority. *Shall*
8. The right of first refusal shall exist for 24 months from the date the 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 would be 50 miles from the Employee's Headquarters.*

Signed: Lawrence Sneyd Date: 4/20/09

Signed: Ken [Signature] Date: 4/20/09

[Signature] 4/20/09

[Signature] 4-20-09

[Signature] 7/20/09

Sideletter 25

Riverside Settlement Agreement, CalHR 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 (CalHR 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.

2022-2024 Signature Page

For the State of California:

Lily Cervantes CalHR

Stephanie Portela CAL FIRE

Department of Finance

For the Union; CAL FIRE L2881

Tim Edwards L2881

Peter Bocker L2881

Gary Messing L2881