

DEPARTMENT OF PERSONNEL ADMINISTRATION

OFFICE OF THE DIRECTOR
1515 "S" STREET, NORTH BUILDING, SUITE 400
SACRAMENTO, CA 95811-7258



February 11, 2011

The Honorable Mark Leno
Chair, Joint Legislative Budget Committee
State Capitol, Room 4061
Sacramento, California 95814

**Re: Addendum to Bargaining Unit 8 - California Department of Forestry Firefighters (CFFF)
Memorandum of Understanding Explaining the Parties' Notice and Meet and Confer
Obligations Under "Side Letter 25"**

This is to advise you that the Department of Personnel Administration and CFFF recently agreed to an addendum to the 2010-2013 BU 8 MOU. The addendum is a joint statement (Attachment 1) that further explains the parties' rights and obligations related to work assignments, which were originally outlined in "Side Letter 25" (Attachment 2) of the current BU 8 MOU.

For background, "Side Letter 25" is a 2003 arbitration settlement agreement that details the notice and meet/confer obligations of the California Department of Forestry and Fire Protection – Riverside Unit and CFFF relating to: work shift and location changes, staffing level changes, holiday vacation request processes, and changes to an overtime tracking computer database. In June 2010, the parties expressly included "Side Letter 25" into the 2010-2013 BU 8 MOU that DPA submitted to the Legislature in July 2010.

The addenda does not require an appropriation because there are no additional costs associated with it. However, because the "Joint Statement" expands on the meaning of "Side Letter 25", which is an express provision of the current BU 8 MOU, we are providing it for the Committee's information, according to Government Code Section 3517.63(b).

If you have any questions, please contact Tom Dyer, Legislative Director at (916) 327-2348.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Yank", written over a white background.

Ronald Yank
Director

Attachments

cc: Members, Joint Legislative Budget Committee

Jody Martin, Principal Consultant
Joint Legislative Budget Committee

Gareth Elliot, Legislative Affairs Secretary
Office of Governor Brown

Mac Taylor, Legislative Analyst
Office of the Legislative Analyst

ecc: Nick Schroeder, Consultant
Office of the Legislative Analyst

Marianne O'Malley, Director Gen. Government
Office of the Legislative Analyst

Richard Gillihan, Asst. Program Budget Manager
Department of Finance

Craig Cornett, Chief Fiscal Policy Advisor
Office of the Pro Tem

Charles Wright, Chief Consultant
Office of the Pro Tem

Chris Woods, Budget Director
Office of the Speaker

Greg Campbell, Chief Consultant
Office of the Speaker

Seren Taylor, Staff Director
Senate Republican Fiscal Office

Chantele Denny, Consultant
Senate Republican Fiscal Office

Eric Swanson, Staff Director
Assembly Republican Fiscal Office

Anthony Archie, Consultant
Assembly Republican Fiscal Office

Keely Bosler, Staff Director
Senate Budget Committee

Kris Kuzmich, Consultant
Senate Budget Committee

Christian Griffith, Staff Director
Assembly Budget Committee

Mark Ibele, Consultant
Assembly Budget Committee

Bob Franzoia, Staff Director
Senate Appropriations Committee

Maureen Ortiz, Consultant
Senate Appropriations Committee

Geoff Long, Chief Consultant
Assembly Appropriations Committee

Roger Dunstan, Consultant
Assembly Appropriations Committee

Pamela Schneider, Consultant
Senate PE&R Committee

Karon Green, Chief Consultant
Assembly PER&SS Committee

Scott Chavez, Consultant
Senate Republican Caucus

Terry Mast, Consultant
Assembly Republican Caucus

Alene Shimazu, Chief
Fiscal Analysis, DPA

Julie Chapman, Chief
Labor Relations, DPA

Mark Veatch, LRO
Labor Relations, DPA

ATTACHMENT 1

**Joint Statement
State of California and
California Department of Forestry Firefighters Local 2881
Bargaining Unit 8
Meaning of Side Letter #25
January 26, 2011**

The Memorandum of Understanding (MOU) 2010-2013 between the State of California (State) and the California Department of Forestry Firefighters Local 2881 (CDFF) contains Side Letter #25. This joint statement explains the obligations of the two parties under Side Letter #25.

Paragraph 2 states that the side letter applies only to the Riverside Ranger Unit (RRU) and requires that CAL FIRE must meet and confer over changes in the terms and conditions of employment not covered in the MOU; however, any such meet and confer shall not require the State to go through Public Employment Relations Board impasse procedures or bring in a mediator prior to implementation.

Paragraph 2 sections i) and ii) describes the circumstances under which CDFF may take action to enforce paragraph 2.

The remainder of the side letter is very specific and addresses when the State (or through delegation to CAL FIRE) shall meet and confer (without going to a mediator or applying impasse procedures prior to implementation after impasse).

- Items (a) and (b): If CAL FIRE modifies or changes its practices (including an individual's change in shift, shift pattern, numbers of hours of work or station assignments) or implements new policies regarding shift and/or location changes then there is a duty to meet and confer with CDFF. Both parties agree that management-initiated shift or location changes required as a result of Emergencies, EEO issues, Violence in the Workplace issues, Hostile workplace issues and Disciplinary issues do not require a meet and confer. When these changes occur RRU will inform CDFF as soon as possible. (Number of hours of work shall not include "one off" instances such as holding someone over or calling in early, in exigent circumstances, such as when someone is sick, or the like.)

The Intra-Unit, Inter-Unit Transfer processes do not require a meet and confer.

Prior to Ramp up and Ramp down, also known as Ramp up to Fire Season and Ramp down to Winter Preparedness, RRU shall brief CDFF on the changes and if there is a significant departure from prior years that

negatively impact individual employees then CDFF reserves the right to request a meet and confer.

- Item (c): A meet and confer is required to change staffing levels on fire apparatus.
- Item (d): Bargaining Unit members can have/shall have their vacation requests granted for holidays pursuant to section 10.2 of the MOU and in accordance with department needs for coverage and staffing. This is not a meet and confer obligation, it merely states the governance of holiday vacation requests. The October 15, 2002 document no longer exists as a sideletter.
- Item (e): This item requires the State to meet and confer prior to making changes to policies or practices on how RRU provides relief to Paramedics to minimize the chance they will have to work more than four 24 hours days in a row.
- Item (f): A meet and confer is required when changing policies or practices (including an individual's shift, shift pattern, number of hours of work or station assignment) regarding FF-II non-paramedics to work on ambulances (Number of hours shall not include "one off" instances such as holding someone over or calling in early, in exigent circumstances, such as when someone is sick, or the like).
- Item (g): This was a one-time meet and confer obligation and it does not require the State to meet and confer whenever it makes changes to the OSS (unless the change to the OSS causes a change in the terms and conditions of employment.) However, the OSS committee is in existence and being utilized to discuss proposed changes to OSS policy and practice.
- Item (h): This was a one time meet and confer regarding Riverside Unit Truck 33 shift schedules and is not an ongoing obligation under the Award.
- Item (i): Cal FIRE will not replace paid staff on paid engines with volunteer reserves except in rare and unexpected circumstances and then only to the extent necessary pending call back of paid staff.

This is the complete and sum total of the obligations of both parties under Side Letter #25. This agreement is not intended to affect the interplay between Article 4 and Article 16 and MOU 2010-2013 Side Letter 25.

ATTACHMENT 2

SETTLEMENT AGREEMENT
[Pattern and Practice Grievance, DPA No. 02-08-0005]

The arbitrator will issue an award consisting of two components. The first component deals with transactions or occurrences up to and through February 10, 2003. She shall retain jurisdiction as to all portions of the settlement occurring up to and through said date unless after a period of two months the union asks her to relinquish such jurisdiction and simply issue a final award.

The second portion or part of the award will be that the Riverside Unit (hereinafter EMPLOYER) shall comply with the dictates of the Memorandum of Understanding (MOU) between the parties concerning the interplay of "Entire Agreement" (Section 16.1) and "Employer Rights" (Section 4.1). That is, if the employer wishes to change terms and conditions of employment not otherwise referenced in the MOU between the parties it shall meet and confer in good faith with the CDF Firefighters (hereinafter UNION) about any matter within the scope of representation (wages, hours, or other terms and conditions of employment) prior to making any such change. This obligation is equivalent to the obligation of the Dills Act, Government code sections 3515 et. sec. Normal Dills Act interpretation concerning emergencies and what happens if impasses occur (after the meet and confer process is complete) shall apply; provided, however, the Dills Act obligation to bring in a mediator and go through the PERB impasse procedures shall not apply under this award. The meet and confer process and obligation described in this paragraph shall be applied similarly in all cases described further in this award.

- i. The union may not take action to enforce this paragraph unless and until it has sent written notice to the Riverside Unit Chief of its desire to meet and confer in good faith as to an alleged violation of Section 16.1.
- ii. The union may not take any action to enforce this award (or any subsequent court order incorporating this award) until and unless it has also requested in writing of both California Department of Forestry and Fire Protection (CDF) and the Department of Personnel Administration (DPA) of its request to meet and confer pursuant to paragraph (a) above.

As to the items for which the arbitrator retains jurisdiction, as described above, the following shall occur:

- a) The EMPLOYER will notify the union and provide it an opportunity to meet and confer prior to any new policies or changes to existing policies or practices regarding shift changes. The EMPLOYER will move Ron Smith, Eric Hovren, Tony Alarcon, and Mike Villa to the shifts they were working during Work Period 189.
- b) The EMPLOYER will notify the UNION and provide it an opportunity to meet and confer prior to any new policy or changes to existing

policies or practices regarding station or other work location assignment of employees.

- c) The EMPLOYER will meet and confer with the UNION prior to implementation regarding the impact of any changes to the policies or practices of staffing levels on paid fire apparatus.
- d) The agreement reached between the parties consisting of a five page handwritten document dated October 15, 2002 shall continue a side letter agreement to the "main" MOU. In addition the Department and the union, either through a joint statement or through separate statements shall communicate to all bargaining unit members in the Riverside Ranger Unit that they are entitled to request Thanksgiving and Christmas of 2003, and New Years Day of 2004 as a vacation day. CDF shall make it clear to its supervisors that they may grant such requests utilizing the processes and seniority processes described in 10.2, including maintaining appropriate levels of coverage and staffing. Henceforth bargaining unit members can have/shall have their vacation requests granted for holidays pursuant to section 10.2 of the MOU, and again in accordance with department needs for coverage and staffing.
- e) The EMPLOYER will meet and confer with the UNION prior to implementation regarding any changes to policies or practices on the issue of getting relief for paramedics to minimize the chance that they will have to work more than four (24 hour) days in a row.
- f) The EMPLOYER shall meet and confer with the UNION prior to implementation regarding any changes to policies or practices concerning the assignment of non-medical Firefighter IIs to work on ambulances.
- g) The EMPLOYER shall meet and confer with the UNION regarding the Overtime Staffing System (OSS). The parties shall meet and confer, among other things, about the question of using email to communicate with bargaining unit members and the possible use of non-bargaining unit members to administer the system. Each of the parties' respective local counterparts shall be provided the opportunity for substantial participation in any such meet and confer process.
- h) The EMPLOYER shall meet and confer with the UNION regarding the issue of Riverside Unit Truck 33 and shift schedules (rotating, fixed, modular, etc.).

- i) As to the issue of volunteers, the EMPLOYER will not replace paid staff on paid engines with volunteers except in rare and unexpected circumstances, and then only to the extent that it is necessary pending call back of paid staff.

The parties shall issue a mutually agreed "joint statement" explaining this agreement. This agreement and the subsequent arbitrator's award constitute a settlement and not a "victory" by either party.

This agreement shall be submitted to the arbitrator after it has been executed and she shall enter an arbitration award in accordance therewith.

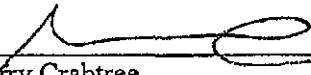
Whenever this award/order/agreement references "meet and confer," "negotiate," "meet and confer in good faith," the terms are synonymous and comply with paragraph two above.



Bill Curtis

3-6-03

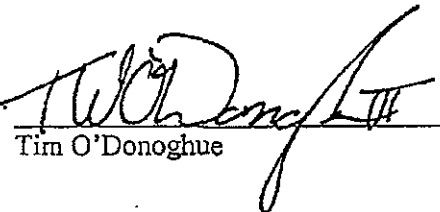
Date



Lafry Crabtree

3-6-03

Date



Tim O'Donoghue

3-6-03

Date

Ron Yank


Date

D) As to the issue of volunteers, the EMPLOYER will not replace paid staff on paid engines with volunteers except in rare and unexpected circumstances, and then only to the extent that it is necessary pending call back of paid staff.

The parties shall issue a mutually agreed "joint statement" explaining this agreement. This agreement and the subsequent arbitrator's award constitute a settlement and not a "victory" by either party.

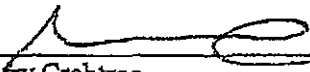
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Bill Curtis

3-6-03
Date

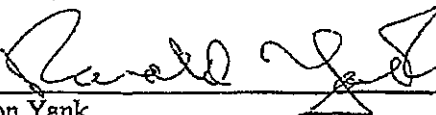


Larry Crabtree

3-6-03
Date

Tim O'Donoghue

Date



Ron Yank

3-6-03
Date