



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES
Office Of The Director

1515 S Street, North Building, Suite 400
Sacramento, CA 95811
www.calhr.ca.gov

*Governor Edmund G. Brown Jr.
Director Julie Chapman
Chief Deputy Director, Howard Schwartz*

May 1, 2013

The Honorable Mark Leno
Chair, Joint Legislative Budget Committee
Legislative Office Building
1020 N Street, Room 553
Sacramento, CA 95818

**Re: Addendum to Bargaining Unit 8 - California Department of Forestry Firefighters (CFFF) -
Agreement- Coastside Reductions**

This is to inform you of a recent agreement reached between the Department of Human Resources and representatives of the CFFF. We understand from your letter dated April 16, 2013, that all agreements are to come to you as they occur, however, this agreement was outstanding. The agreement is regarding the impact of funding reductions in the Fuels Grant and Proposition 84 programs, and the discontinuation of the local government agreement with the Coastside Fire Protection District and the resulting impact on employees.

This agreement is temporary and pending approval will expire March 6, 2015. CalHR is providing this addendum for the Committee's information according to Government Code §3517.63. If you have any questions or concerns please contact Nancy Farias, Legislative Deputy at (916) 327-2348.

Sincerely,

Julie Chapman, Director
California Department of Human Resources

Attachments

cc: Members, Joint Legislative Budget Committee

Peggy Collins, Principal Consultant
Joint Legislative Budget Committee

David Lanier, Legislative Affairs Deputy
Office of Governor Edmund G. Brown Jr.

Mac Taylor, Legislative Analyst
Office of the Legislative Analyst

JLBC 13-06

ecc:

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

Nick Schroeder, Consultant
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

Anthony Archie, Consultant
Assembly Republican Fiscal Office

Peter Schaafsma, Staff Director
Assembly Republican Fiscal Office

Keely Bosler, Staff Director
Senate Budget Committee

Mark Ibele, Consultant
Senate Budget Committee

Christian Griffith, Staff Director
Assembly Budget Committee

Mark Martin, Consultant
Assembly Budget Committee

Mark McKenzie, 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

Gary Link, Consultant
Senate Republican Caucus

Terry Mast, Consultant
Assembly Republican Caucus

Alene Shimazu, Chief
Fiscal Analysis, CalHR

Pam Manwiller, Deputy Chief
Labor Relations, CalHR

Karin Richter, LRO
Labor Relations, CalHR

**AGREEMENT
BETWEEN THE STATE OF CALIFORNIA AND
CDF FIREFIGHTERS (STATE BARGAINING UNIT 8) REGARDING:
Coastside Local Government Agreement Expiration
Fuels Grant, Proposition 84 Reductions**

The California Department of Forestry and Fire Protection (CAL FIRE or Department) have met with the CDF Firefighters (CDFF or Union) regarding the impact of the funding reductions in the Fuels Grant and Proposition 84 programs in the Resource Management Program, and the discontinuation of the local government agreement (Schedule A) with Coastside Fire Protection District, within the CZU Unit. Reductions identified in this agreement are effective June 30, 2013.

The CDFF and CAL FIRE have arrived at the following agreement as a full disposition of this matter:

COASTSIDE

1. Any reassignment or transfer approved as part of this reduction will be effective July 1, 2013. Employees will report to their new assignment on this date.
2. Employees whose position number is associated with the Coastside agreement will be identified as an affected employee.
3. CZU employees will be afforded the opportunity to submit a transfer request to a desired location outside of CZU. Employees may select up to three locations where identified vacancies exist. Locations will be identified as 1st, 2nd, and 3rd choice.
4. CAL FIRE will determine the number of transfer requests to be honored based upon the number of employees that will be placed outside the unit as a result of this agreement.
5. Transfers request honored in Item #4, will be offered to the most senior employee that selected the location. In the effect of a tie, a coin toss will determine the placement.
6. All transfer requests, pursuant to this agreement, must be submitted no later than Monday, March 11, 2013 no later than 10 am.
7. Coastside affected employees will be reassigned within CZU to current vacant positions in seniority order.

8. Coastside affected employees who are not able to be reassigned within CZU, or do not voluntarily participate in the transfer process, will be Involuntary transferred within the same classification to a location Identified by CAL FIRE management. The involuntary transferred employees will report to the new assignment on July 1, 2013.
9. The reassignment and transfer process conducted pursuant to this agreement, will be given priority over transfers, submitted pursuant to Article 9 – Voluntary Transfer and Reassignment of the Bargaining Unit 8 Memorandum of Understanding (MOU).
10. It is understood that CAL FIRE may need to fill "behind" or "in front of" an employee who is transferring pursuant to this agreement with a different employee on a limited-term basis.
11. Neither CAL FIRE nor the permanent employee who is being displaced may rescind their assignment once granted. The permanent employee who is being displaced may rescind their assignment if the Coastside agreement is not discontinued, or other actions wherein CAL FIRE will continue Coastside services.
12. Employees who were involuntary transferred outside of the CZU Unit pursuant to this agreement, will be offered a one-time opportunity to return to the Unit as outlined below:
 - a) Future CZU Unit vacancies in the employee's classification (at the time of the Coastside discontinuation of services) will be offered to the most senior employee transferred pursuant to this agreement. If the employee chooses not to accept the position, the vacancy will be offered to the next employee in descending seniority order.
 - b) Employees who decline the offer of employment back to the CZU Unit will be considered to have waived their one-time opportunity to return.
 - c) Any employee exercising his/her option to return to the CZU Unit will assume responsibility for any relocation expenses he/she may incur.

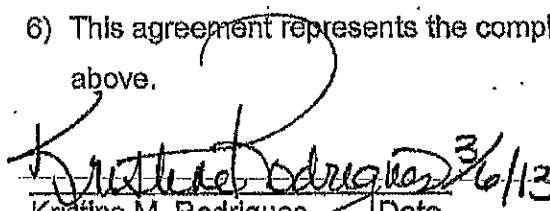
FUELS GRANT AND PROPOSITION 84

- 1) Employees being reassigned via the Fuels Grant or Proposition 84 program reductions will be involuntary transferred, unless they have a transfer request on file.

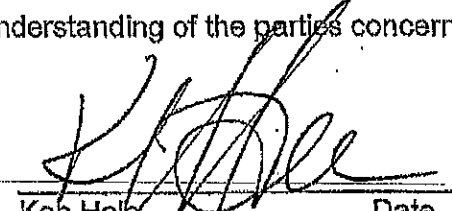
- 2) Any transfer requests, reassignments, or involuntary transfers for those employees affected by the Fuels Grant or Proposition 84 program reductions will be effective July 1, 2013.

AGREEMENT CLAUSES

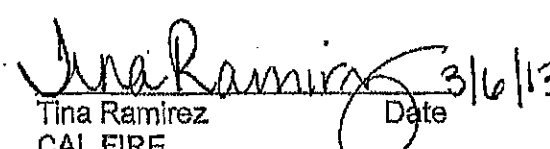
- 1) Pursuant to the applicable laws and rules, CAL FIRE agrees to pay relocation expenses for those employees who were involuntary transferred.
- 2) Should disputes arise as a result of the application or interpretation of this agreement the parties agree to use the grievance and arbitration process as outlined in the most recent bargaining unit agreement.
- 3) 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.
- 4) This agreement concerns only the above-referenced issue and shall not serve as precedent for any other matter.
- 5) The effective date of this agreement is March 6, 2013. This agreement shall expire on March 6, 2015, or the date upon which the terms of this agreement have been satisfied, whichever occurs first.
- 6) This agreement represents the complete understanding of the parties concerning the above.



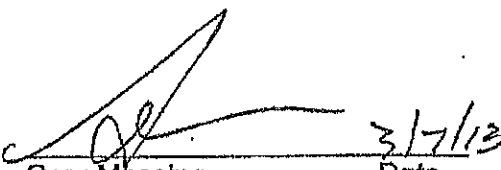
Kristine M. Rodrigues Date 3/6/13
CAL FIRE
Asst. Deputy Director, LHRM



Keh Hale Date 3/7/13
CDF Firefighters



Tina Ramirez Date 3/6/13
CAL FIRE
Personnel Officer, LHRM



Gary Messing Date 3/7/13
Attorney for CDF Firefighters