

**AGREEMENT
BETWEEN THE STATE OF CALIFORNIA AND
CAL FIRE LOCAL 2881 (STATE BARGAINING UNIT 8) REGARDING:
San Miguel Cooperative Agreement Cancellation**

The California Department of Forestry and Fire Protection (CAL FIRE or Department) have met with the CAL FIRE Local 2881 (Local 2881 or Union) regarding the impact of the cancellation of the local government Cooperative Agreement with San Miguel Consolidated Fire Protection District, within the San Diego Unit (MVU). The cancellation identified in this agreement is effective July 12, 2017.

The Local 2881 and CAL FIRE have arrived at the following agreement as a full disposition of this matter:

SAN MIGUEL

1. Any reassignment or transfer approved as part of this Cooperative Agreement cancellation will be effective on or about July 10, 2017. Employees will report to their new assignment on this date.
2. Employees whose permanent position number is, or have mandatory return rights to a position, associated with this Cooperative Agreement will be identified as an affected employee.
3. MVU employees will be afforded the opportunity to submit a PO-104 reassignment request to a desired location outside of MVU. Employees may select up to three (3) locations where identified vacancies exist. Locations will be identified as 1st, 2nd, and 3rd choice.
 - a) Under this agreement current two (2) year service commitments will be waived for MVU employees submitting reassignment requests.
4. CAL FIRE will determine the number of PO-104 reassignment requests to be honored based upon the number of employees who will be placed outside the Unit as a result of this agreement.
5. PO-104 reassignment request honored in Item #4 will be offered to the most senior employee who selected the location. For the purposes of this agreement, seniority will be determined by total State service months. In the event of a tie, a coin toss will determine the placement.

6. All PO-104 reassignment requests, pursuant to this agreement, must be submitted or post marked no later than 5pm, April 10, 2017, (non-affected and affected employees).
7. After all determined PO-104 reassignment requests have been honored, affected employees will be presented with a list of selected viable vacant positions within MVU and will rank the available positions in order of preference. Affected employees will be assigned voluntary transfers in seniority order, based on the information provided by the affected employee on the location preference form.
8. Affected employees who are not able to be reassigned within MVU, or who do not voluntarily participate in the transfer process, will be involuntarily transferred within the same classification to a location identified by CAL FIRE management. The involuntarily transferred employees will report to the new assignment on the determined transition date, no later than the termination of the Cooperative Agreement.
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.
10. It is understood that CAL FIRE may need to fill "behind" or "in front of" an employee who is reassigned or 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 unless the San Miguel agreement is not discontinued, or other actions wherein CAL FIRE will continue San Miguel services.
12. Affected employees who were involuntarily transferred outside of the MVU, pursuant to this agreement, will be offered a one (1) time opportunity to return to the MVU as outlined below:
 - a) Future MVU vacancies in the employee's classification (at the time of the San Miguel 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 MVU will be considered to have waived their one (1) time opportunity to return.
- c) Any employee exercising his/her option to return to the MVU will assume responsibility for any relocation expenses incurred.


AGREEMENT CLAUSES

- 1) Pursuant to the applicable laws and rules, CAL FIRE agrees to pay relocation expenses for those employees who were involuntarily 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 15, 2017. This agreement shall expire on July 10, 2019, 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.

<u>Pam Manwiller</u> <u>March 15, 2017</u>	<u>[Signature]</u> <u>3-15-17</u>
Pam Manwiller Date	Mike Lopez Date
CalHR	CAL FIRE Local 2881
Labor Relations Deputy Director	President

<u>[Signature]</u> <u>3/15/2017</u>	<u>[Signature]</u> <u>3-15-2017</u>
Stephanie Portela Date	Timothy Edwards Date
CAL FIRE	CAL FIRE Local 2881
Chief of Labor Relations, LHRM	State Rank and File Director

 3/15/17
Megan Desy Date
CAL FIRE
Labor Relations Manager, LHRM

 3/15/17
Gary Messing Date
Attorney for CAL FIRE Local 2881