

CAL FIRE LOCAL 2881  
STATE



**OPERATING PROCEDURES HANDBOOK  
SECTION 1500**

**1500 Position Statements**

**.01** CAL FIRE Local 2881 may establish a position on an issue in one of two ways  
**(3-14)**

A resolution can be adopted at a convention to determine a CAL FIRE Local 2881 Position.

The executive board may vote on a position for the union.

**.02** The 1500 Section of The CAL FIRE LOCAL 2881 Operating Procedures Handbook shall list the positions in two forms for ease of reference, **(3-14)**

**Section 1500.03** shall list the position statement by MOU article, the position statements may be edited for grammar only.

**Section 1500.04** shall list adopted resolutions by convention committee and shall list the subject and resolved(s) from the resolution exactly as they were adopted.

**1500 .03 Position Statements by MOU Article**

**MOU Article 1 – Recognition**  
No Current Position Statements

**MOU Article 2 - Representation Rights**

**Release Time Bank** – CDF Firefighters attempt to legislate additional time hours. Reconfirmed by the Executive Board (5-09)

**Union Liaison Officer** – That CDF Firefighters have CDF create the position of “union liaison officer” and that CDF Firefighters assure that CDF assigns the “union liaison officer” to any incident that goes into the third operational period where members of CDF Firefighters are being utilized. Any person chosen to be a “union liaison officer” be a full dues paying member in good standing of CDF Firefighters. That CDF Firefighters assures the job description of this position represents the best interests of all CDF Firefighters members. That the state rank and file representative and state supervisor representative assist in developing the job description and develop additional training to provide any person chosen with the tools and knowledge necessary to act as a “union liaison officer” and that the president and board of directors use whatever means necessary to carry forward and accomplish the full intent of this resolution. (BJ 9-96)



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**MOU Article 3 – CDF Firefighters Organizational Security**

**Security on personal information in the custody of the employer** – That CDF Firefighters take whatever action necessary to cause the related rules or laws and current policy to change or be enforced, so that employees may have their personal and private information protected from the view of individuals that neither have the need nor the right to see that information and that these changes include a policy that any document containing an employee’s social security number be mailed in a sealed envelope marked “CONFIDENTIAL.” Mailed being defined as being sent from facility to facility or to the employee or employer via CDF internal mail or U. S. mail; CDFFP create a unique number (PIN) for each employee which in no way includes the employee’s social security number.

That CDF Firefighters take whatever action necessary to cause the CDF Personnel Time Reporting Program to be changed to provide a high degree of security for personal and private information. The changes shall include: (a) the social security number is not the personal identification number (PIN) used in the program; (b) the program will not expose the employee’s social security number, monthly salary and overtime wages to any unauthorized person at any place where that information is stored or transported.

That CDF Firefighters take the necessary steps to cause the employer to deliver the employee’s payroll check or direct deposit statement to their work location, or mail to the employee’s address of record, at the employee’s discretion, on the date of the designated pay day and that the individual’s pay document be in a sealed envelope prior to leaving the finance and/or personnel office(s). CDFFP take steps to eliminate the social security number from all documents and computer programs where it is not absolutely required. (BJ 14-98)

**MOU Article 4 – Employer Rights**

No Current Position Statements

**MOU Article 5 – General Provisions**

**Layoff Discussions** - Any discussions we have with the department regarding layoffs or transfers that are outside the parameters of the MOU and government code sections shall be considered an addendum to the MOU. E Board vote Jan 10-11, 1991

**Layoff Procedures** - CDF Firefighters’ position regarding layoff procedures is that we do not negotiate a separate MOU for CDF relative to layoffs; that we abide by provisions of the government code. Voted by E Board July 1-10, 1992

**Mandatory Reassignment of Permanent Employees** - Management will grant a minimum of 60 calendar days’ notice prior to the reporting date of the employee to the new work location, and



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that affected limited term positions, in that classification, be vacated in the ranger unit prior to the notice of transfer being issued to the affected permanent employee. (BJ – 8-92 AM2)

**Notice of Cancellation of Direct Deposit** - CDF Firefighters use whatever means necessary to add language to Section 5.05 of the MOU in regards to accounts receivable and direct deposit; and that the language state the department must give the employee written notice 30 days prior to cancellation of direct deposit for any reason.

(BR&F 24-00)

**Maintaining Direct Deposit while off work due to injury or illness** – To change the current practice of removing an employee’s direct deposit status to green check while they are off work due to injury or illness. That the union bargain with the state to change this practice and maintain employees on direct deposit as long as the employee chooses or as long as allowed by state law.

(B – J 2-11)

**Investigation Notification** - That an employee be given written notice within seven (7) days of the conclusion of the investigation; that the written notice state whether further action is to be taken against the employee or not; that all investigations be concluded within one (1) year of commencing. (BJ – 13-99AM)

**Incorporate FLSA Overtime into Regular Paycheck** – FLSA overtime (planned overtime ) is part of regular pay and is calculated for retirement. FLSA overtime (planned overtime) pay does not have to be tracked every month since it is part of regular shift hours. Therefore be resolved that CDF Firefighters do whatever it takes to consolidate our regular monthly salary and our regular FLSA overtime pay into a single monthly paycheck without any loss of pay, and be it further resolved that CDF Firefighters take whatever action necessary to achieve the intent of MOU Section 5.3.4. . (BR&F 11-07)

**Badge Retention Policy** – To allow Bargaining Unit 8 employees the ability to retain their assigned CDF and/or CAL FIRE assigned badges designating their agency rank upon promotion or retirement. That a badge policy be developed for permanent Bargaining Unit 8 employees that are currently assigned badges designating their agency rank affording them the opportunity to purchase their assigned badge(s) upon promotion and/or retirement. Ability to purchase shall be in addition to MOU Section 5.10.2. (BR & F 5-11 AM Floor)

### MOU Article 6 – Grievance and Arbitration Procedure

**Grievance Time Frames Not Met** - Management often denies grievances based solely on time frames not being met without consideration of the validity of the grievance, MOU section 6.3 implies that grievances not appealed by the grievant within the time frames are deemed final; there is no penalty on management failing to meet time frames. If management fails to meet time frames the grievance will be granted. (BR & F 11-05)



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**Cost Recovery of Union Time and Expenses on Previously Won Cases** – To recover the cost of a previously won case or cases, so that monies can be used to benefit our union and its members instead of fighting a previously won case. CDF Firefighters pursue the means necessary to hold the state accountable for all costs associated with having to fight the state for violations of which the state has been previously found guilty. Reconfirmed by E – Board (5-09)

### **MOU Article 7 – Complaint/Procedure and Out of Class Claims Process**

No current Position Statements

### **MOU Article 8 – Hours of Work and Overtime**

**Compensation for CDF Fire Control Personnel from the time they are assigned to an incident until they return home and are released** – When employees are being assigned to an incident that compensation will start when the employee is assigned to the incident and compensation will continue until the employee has returned to their home base or is released and that CDF Firefighters membership and its various committees that may impact any pay and work schedules carry forward this resolution in its full intent. (BJ -7-96)

**Planned Overtime** - CDF Firefighters should ensure that when planned overtime is scheduled that the hours to be paid for the employee on overtime shall be the same as the hours that were scheduled for the employee being covered behind, i.e., 12 for 12 and 24 for 24. (BR&F 16-05)

**Changes Between Duty Week Patterns or Shifts and Hours of Work** –To change Section 8.07, paragraph 1, line 1. This change shall read: "Changes between shift patterns or shifts shall occur with a minimum of one week advance notice except in a fire emergency or by mutual consent of the employee where notice may be less or in the case of going from IRA to NIRA at the close of fire season. (BR&F 24-97)

**Shift Changes** - Except by mutual consent no more than six (6) shift changes be allowed per year; and the MOU contain language to clarify that a shift change has occurred anytime an employee's shift is different than the shift worked the previous work week. (BR&F 32-00 AM)  
**10-Hour Duty Day** -That clear, concise language be included in Section 8.8 of the MOU that states that personal hygiene, meals and normal housecleaning duties are included within the 10-hour work day. (BR&F 19-00)

**T & D Criteria to HFEO Classification** -The average candidate for the HFEO examination process has several years invested on obtaining the proper work experience to become a proficient bulldozer operator. It is difficult to obtain this experience in employment with CDF.

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Candidates for a T&D to the HFEO classification must possess the minimum qualifications for the HFEO classification prior to commencement of the T&D assignment (HS & I 6-05)

**Non – Paramedic classification working in paramedic classification** – To allow non-paramedic classified CAL FIRE employees to work in paramedic classifications. That CAL FIRE allow all members who promote or voluntarily transfer out of the paramedic classification the option to maintain their ability to work within the paramedic classification.(BR & F 4-10)

**56 Hour Workweek** - The executive board and CDF Firefighters support negotiating for a 56 hour work week without loss of compensation with the possibility of a 48 – 96.  
Voted by E Board (1-12)

**Forced Overtime Policy** – To create an official policy on forced overtime. Develop/meet and confer on a fair, equal and consistent department forced overtime policy. Included in such policy will be the administration of a rotational list, class specific break down and priorities as well as geographic priorities and limitations. (B-R & F 17-13AM)

**Section 8.1 Firefighter I**

**Returnee Hiring by Seniority** - CDF Firefighters maintains that returnees should be hired by seniority. Voted by E Board Jan 28 – 29, 1988

**Firefighter I Right to Employment** – Firefighter I's have first return rights to his or her Firefighter I job the following year regardless of accepting a limited promotion later in the same calendar year. (BR & F 9-15)

**Offers of Employment** - Offers of employment to returnee Firefighter I's shall be documented and regardless of any other type of contact, they should be sent a return receipt requested written offer of employment with a minimum lead time of five (5) days. E board vote Jan 28 – 29, 1988 Calculate Firefighter 1 Pay on a 56-Hour Per Week Clock. (BR&F 6-06AM)

**Compute all Overtime Compensation for FFI Classification on a 56-Hour/Week Clock** – Reconfirmed by E Board (5-09)

**FFI / Forestry Aide RPP Physicals** - Allow for seasonals employed by CAL FIRE in the positions of Firefighter I and/or Forestry Aide to only have to complete the RPP clearance requirements to be rehired once for each 12-month period after initial employment and only when being laid off for a full 3 months after 9 or less months of employment. (HS & I 2-07)



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**Rotation of Overtime** - It has always been the intent of CDF Firefighters to distribute overtime in a fair and equitable manner Firefighter I's in MOU section 8.1 should be included in a rotational overtime list. (BR & F 13-05)

**Rotational Overtime List** - A FF I voluntary overtime list requirement be established, and this list use the same criteria as the current voluntary OT lists currently used for the FF II, FAI, and FC classifications. (BR&F 18-00)

**Firefighter I Hours of Work** – Align the Firefighter I Section 8.1.3 with Fire Protection Employees Section 8.2.4.2.3.1. Section 8.1.3 be changed to state “ Notwithstanding the above, employees covered by this section who are assigned to training of 5 days or more in duration including required travel, may at management’s option be assigned to work a 5-day training 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.” (BR&F 1-12)

### **Section 8.2 Fire Protection Employees**

**Firefighter Driving Policies** - The executive board supports local driving policies where firefighters drive paramedic squads, given that the individual has adequate training and they do not replace FAE's. Reconfirmed by E Board (5-09)

**ECC Sleep Time** - That CDF Firefighters negotiate that Section 8.22 of the MOU be changed to read, “When an ECC employee has actually worked 24 consecutive hard time hours without sleep, the department will make a reasonable effort to provide 10 hours of uninterrupted sleep immediately following the hours worked, provided that such sleep occurs during hours otherwise scheduled for duty.” (BR&F 19-05)

**Shift Patterns** - Allow personnel serving in Shift Patterns 2 & 4 (8.2.4.2.2/8.2.4.2.4) to work Shift Patterns 1 & 3 (8.2.4.2.1/8.2.4.2.3) as with the fire station classifications and eliminate shift pattern 2 and 4 from the BU8 MOU. (BR&F 8-06AM)

**Allow Fire Captain B's to Work Shift Patterns 1 & 3** Reconfirmed by e Board (5-09)

**Conservation Camp Duty Week** - Currently camp captains are required to work four days a week, creating less time with families and issues recruiting and retaining camp captains. Change the duty week from a four day 72-hour shift to a three day 72-hour shift. (BR & F 3-05)

**Elimination of Shift Pattern 2** - Eliminate Shift Pattern 2 from the MOU for all employees. (BR & F 18 -05)



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**Create a Uniform Standby Standard** – Consistent application of standards for standby time.  
Reconfirmed by E Board (5-09)

**Law Enforcement Operation Pay Inequity** - All law enforcement operations be compensated with portal-to-portal pay (BJ 7-99 AM)

**IRS for Employees Assigned to Law Enforcement Operations** - Section 1056, paragraph #2 of the Personnel Handbook be amended to read “emergency means fire, flood, earthquake, law enforcement operations, or other soil,” and that CDF Firefighters enter into discussion with the department at a date as soon as possible, but before April 2005, to discuss making this language change prior to Fire Season '05. And that if the department chooses not to meet with CDF Firefighters regarding this issue, it become CDF Firefighters policy (BR&F 8-04)

### **Firefighter I Classification Under Section 8.2 of BU8 MOU**

RESOLVED, (A) CAL FIRE Local 2881 immediately begin negotiations with the department to include Firefighter I's under Section 8.2 of BU8's MOU; and be it further

RESOLVED, (B) Once included in Section 8.2 of BU8's MOU, the Firefighter I classification would be subject to all terms of Section 8.2 similar to a Firefighter II, including, but not limited to a 56-hour EDWC clock and assignment of only Shift Patterns 1 and 3 (BR & F 2-16 AM)

### **Section 8.3 Fire Protection Employees Not Covered by 8.2**

**Provide Equal Pay for Battalion Chiefs (72 hr.).** (BR&F 5-06AM)

**Compute all Overtime Compensation for 72-Hour Battalion Chiefs on a 56-Hour/Week Clock** (BR & F 5-07)

**Incorporation of Historical Duty Weeks for 84 Hour Battalion Chiefs.** - The lack of inclusions of BC duty weeks has allowed for interpretations at local levels, The historical duty shifts for battalion chiefs were 3 on 4 off followed by a 4 on 3 off (14 day cycle) for personnel assigned to field coverage and the option of a 4 day shift for staff battalion chiefs. (BR & F 9-05)

### **Section 8.4 Specialized Classes**



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**Achieve Safety Retirement Compensation for the FPS class.** (BR&F 7-06AM)

**Include Section 8.4 Employees Back into Section 8.14 IRS of the MOU** - (BR & F 12-07)

Allow for all Section 8.4 employees, in addition to their present work weeks, at management's option to work a 9-80 work week. - (BR & F 14-07)

**Further correct the pay disparities for Section 8.4 employees** - (BR & F 16-07)

Compensation for all time assigned to incident - Employees in 8.4 are subject to assignments along with other BU 8 employees but are not compensated for the same amount of time. All employees in BU 8 should be compensated for all hours assigned to an incident; these employees should be eligible for portal to portal pay. (BR&F 2-04)

**Multiple Pay Ranges for Forestry Logistics Officers** - The classification offers a limited promotional track within CDF. A multiple range salary tier would allow for increased compensation as the employees' experience and knowledge increase. (BR & F 6-04)

**Pay Increase for Forestry Logistics Officers** - Increase pay for Forestry Logistics Officers commensurate with increased responsibilities due to purchasing reform and subsequent policy changes, HB 2600 has been rewritten and created new levels of duties and responsibilities for the FLO classification. The title Unit Purchasing Coordinator has been created requiring the FLO to be responsible for ensuring that purchasing policies and procedures are coordinated and followed throughout their respective units. (BR & F 8-05)

**Improved Retirement Benefits for Forestry Logistics Officers** - FLO's should receive retirement benefits commensurate with the responsibilities of the position and similar to other uniformed classes in CDF. This benefit should be less than the benefit formula currently provided for 3 % @ 50 formula for POFF members. (R & D 3-05)

**Forester I and Battalion and Division Chief** – CDF Firefighters develop performance standards to meet the intent of this resolution and that CDF Firefighters work toward ensuring the placement of the most capable and trained firefighting employees into the fire suppression/emergency response positions for the protection of all CDFFP employees. BR & F 1 – 89 AM2 Reconfirmed by E Board (5-09)

**FEM 1 Positions to Rank and File Status** - That CDF Firefighters work to add the Forest Equipment Manager I position to the list of positions described in 8.4.1 (Other Classes – Duty Weeks) of the Bargaining Unit 8 Firefighter Agreement. (BJ 12-03)

**Air Operations – To restrict the use of Air Operations Officers I, II, & III from working overtime behind Forestry Pilots.** That CDF Firefighters support, lobby, and bargain with





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CALFIRE to restrict the use of Air Operations Officers I, II, & III from working overtime behind CALFIRE Forestry Pilots. (BR & F 1-08)

**Forestry Aid Pay Scale Equity** – Bring seasonal Forestry Aides to the same frequency of pay step increases as Fire Fighter I's, as they are an equivalent position in Resource Management. Forestry Aides be moved to a six month pay step increase schedule to create equity between the two equivalent ranks. (BR&F 6-12)

### **MOU Article 9 – Voluntary Transfer and Reassignments**

**Approved Vacation for Inter – Unit Transfers** - Allow inter-unit transfer employees to keep MOU approved Vacations. (BR & F 25-05)

**Voluntary Transfer and Reassignment** - The current language in policy and MOU Section 9.2., “Voluntary inter-unit transfer requests and civil service eligibility lists must be considered at the same time” be changed to “Voluntary inter-unit transfer requests will be interviewed before eligibility lists are used.” The current language in policy and MOU Section 9.1., “Voluntary intra-unit reassignment requests must be considered before list appointments,” be changed to “Voluntary intra-unit reassignments will be interviewed before eligibility lists are used;” (BR&F 17-00 AM)

**Voluntary Intra – Unit Reassignments** – To clarify the commitment for employees with regard to the voluntary intra – unit reassignment process. CDF Firefighters through the bargaining process work to change the language in MOU section 9.1.4 that management must make it known to the candidate in writing in the job announcement and in the interview process that the assignment has up to a two year commitment, and that if management fails to make the length of commitment known to the employee prior to the appointment, then management must accept a request for intra-unit reassignment, and give consideration to the employee as outlined in the balance of section 9.1. Management’s only exception would be in instances where they can show that the employee has been less than satisfactory in his/her job performance. (BR&F 12-08)

**Intra Unit Transfer Policy** – To Honor approved intra-unit transfers (within unit) prior to hiring candidates off of promotional lists. Approved intra unit transfer requests from employees meeting the requirements and capable of performing the duties of the intra-unit (within unit) vacancy be honored prior to the selection of a candidate from the promotional list. In the case of more than one employee having an approved transfer request on file to a designated firehouse or battalion, that the employees affected go through a selection process designated by their respective assigned unit.  
(BR & F 5-10AM)



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**MOU Section 9.2.4 Resume Review** – To ensure accuracy and interpretation of MOU Section 9.2.4 (Resume Review) by involving the local chapter in each resume review process. To have the Chapter Director or their designee attend and participate on each resume review to ensure the provisions of MOU Section 9.2.4., 9.2.5.3 and 9.2.5.4 are followed as to allow a fair and equitable transfer process. (BR&F 9-12)

**Post** – To allow Bargaining Unit 8 employees the equitable opportunity to change assignments. All vacancies (resulting from promotion, retirement, separation from service, or creation of new positions) shall be published on a State supported program such as “ Share Point” at least four weeks prior to the start of the transfer process. Vacancies shall be filled utilizing Article Nine of the current MOU. This is subject to intra-unit transfers only. (BR&F 12-12)

**To Amend the Transfer Policy (MOU Section 9.2)** – amend section 9.2 to make it more specific regarding certain disclosures of information and allow more fairness in the competitive process of reviewing a candidate’s objective qualifications and in the selection of employees. The current policy has too many loopholes which allow for employee selection to be made outside of its intent.

### **Minimum advertising periods for (1) examination bulletins and (2) job vacancy announcements.**

RESOLVED,(A) That CAL FIRE adopt and systemically employ for each posted exam bulletin and job vacancy advertising periods of no less than 20 calendar days.  
**B-J 2-16AM**

### **MOU Article 10 – Leaves**

**Contribution of unused leave credits toward the Savings Plus Program** - Through negotiation or legislation, CDF Firefighters attain the right for employees to contribute earned credits to the Savings Plus Program (formerly the Deferred Compensation Program) through a payroll deduction. (B-J 3-06AM)

**Holiday and Vacation Accrual Cash Payoff** – CDF Firefighters take whatever steps necessary to provide all employees at their option, the ability to cash out a portion of their annual holiday and / or vacation credits. B-J 2-92 AM3 Reconfirmed by E Board Vote (5-09)

**Holiday Cash Out** -That a change be made in the current language that allows for cash out of all holidays per fiscal year at the employee’s option. (BJ 7-00)

**Alternative Annual Leave/Vacation Credit Usage** – To provide BU8 employees with leave credit options other than only approved MOU vacations. A leave credit buyout program be

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established and BU8 employees be offered any combination of the following three options for using leave credits. Current vacation bidding practices, An annual cash buyout of a maximum of \$5000, utilizing leave credits for adding total years of civil service within the department. (B-R&F13-13)

**Sick Leave** -That the department make sick leave credits an option for employees to donate to CTB or union release time. (BJ 18-00)

**Catastrophic Time Bank** - CDF Firefighters take whatever means necessary to allow all department employees to donate and receive eligible leave credits from any state employee for a catastrophic time bank. (BJ 4-04)

**Section 10.7 Catastrophic Time Donations to Unit 8 Employees** – To allow for CALFIRE supervisors to donate to Unit 8 rank & file employees’ catastrophic time donations under section 10.7 of the Unit 8 MOU. CDF Firefighters take appropriate actions necessary to change the requirement of section 10.7 to allow CALFIRE supervisors to donate to the catastrophic time balances needed to alleviate the hardships of worthy and needy rank & file employees within the department. (B-J 2-08)

**Vacation and Holiday Scheduling** - That CDF Firefighters does whatever it takes to allow employees to get full use of credits earned within that year, and any extra credits that the employee may have banked. (BR&F 8-00)

**Vacation & Holiday Carry Over for Non-Permanent Employees** – Change the practice of forced cashing out of non-permanent employees’ vacation and holiday leave balances when separating. CDF Firefighters bargain with the state to change this practice and give non-permanent employees the choice to cash out leave balances when separating. (BR&F 8-12)

**Approved Vacation For Voluntary Transfers And Employees Who Promote** – CAL FIRE Local 2881 negotiate to remove MOU section 10.2.5.4, allowing employees who voluntarily transfer or promote to keep their approved MOU vacation. (BR & F 1-15)

**MOU Article 11 – Health and Welfare**

**Radio Communications** - CDF Firefighters take the necessary steps with the department to ensure all emergency vehicles have an adequate number of handie talkies available for every CDF firefighter assigned to that vehicle. (HS & I 9-99)

**Automatic Defibrillators** - That CDF Firefighters recognize automatic defibrillators as an essential piece of equipment needed to protect the lives of citizens and firefighters; and that CDF Firefighters take whatever action necessary to ensure said apparatus will be equipped with one automatic defibrillator and staffed with personnel who have had the proper training in its

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application; and that CDF Firefighters work to secure a physician to act as the department's medical director so that our personnel may provide medical aid without adhering to county boundaries. (HS & I 11-99)

**Establish CAL FIRE with LEMSA – like status** – To have the executive board direct our legislative advocate to work with a favorable legislator to draft language changing state law /regulation/statue allowing a statewide agency to function as their own LEMSA. (B-J 5-13)

**Grooming Standards** – The CDF Firefighters Executive Board strongly supports the maintenance of safety grooming standards and if CDF ignores them, they should be advised that they may be criminally and negligently responsible if injury or death occurs as a result of the lowered standards. Reconfirmed by e Board Vote (5-09)

**Grooming Standards** – To modify CAL FIRE Personnel Procedures Handbook 1000 Section 1506 - Grooming Standards. Mustaches are permitted as long as they do not interfere with the safe fitting and fit testing of any respiratory protection. (HS & I 3-13AM)

**Physical Fitness Standards** – CDF Firefighters supports physical fitness standards and remains opposed to any adverse impact to existing employees through such standards. Reconfirmed by E Board Vote (5-09)

**Health Insurance Premiums** – It will be the executive board's position that we promote the use of higher health insurance premiums rather than higher co-pays. E Board Vote (09-01)

**CO-BEN Cash** - CDF Firefighters take all action necessary to negotiate compensation for any member who received Co-Ben cash; and this compensation be equivalent to 50% of the negotiated amount of increases to the healthcare coverage. (BR&F 3-03)

**Physical Agility Testing** – CDF Firefighters take the necessary steps in improving our current outdated physical agility testing to the industry standard of physical ability testing (CPAT) as administered by CFFJAC, and that the seasonal Firefighter I classification and returning non-permanent classifications are included in the testing procedure. (HS&I 3-06AM)

**Return to Fire Department Style Physical Abilities Test and Written Exam for Fire Protection Classes** -That CDF adopts the IAFF supplied CPAT physical abilities test for all open exams; That a new written test be developed for FF II, FAE and FC. The tests should be related to department policies, operating procedures and standards; The new exams be developed by a committee made up of union leaders and department management. (BJ 14-01 AM)

**FFII and FAE Supplemental Exam Process** – To return to a more comprehensive and fair testing process for entry & promotional CALFIRE fire protection positions. CDF Firefighters do everything possible to have CALFIRE return to a more comprehensive and fair testing process

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for hiring and promoting its fire protection employees in the Firefighter II and Fire Apparatus Engineer classifications administered by the SPB, and that a comprehensive testing process shall encompass written testing, oral testing and a physical fitness test. (BR&F 10-08 AM)

**Comprehensive Testing for Entry Firefighters** – Implement a comprehensive testing process to promote the hiring of the best, most qualified applicants possible. CDF Firefighters work with CAL FIRE to develop and implement a comprehensive mandatory testing process for all entry level CAL FIRE suppression employees, requiring an industry Fire Service standard firefighter testing process which would include a Fire Service based written entrance examination, a recognized Fire Service standard physical agility evaluation, DOJ ( Department of Justice) background check and oral interview. CAL FIRE’s future as a progressive, well-trained fire department depends on hiring the best candidate possible without resorting to a mediocre review process of a candidate’s paper resume. CAL FIRE’s obligation to invest money in hiring the best candidates far outweighs the money and time spent on dealing with those individuals who could have been thoroughly screened at the beginning and not place a burden on the rest of the department to deal with a potential disciplinary or performance issue of an employee. CAL FIRE should implement this test for all entry level, lateral entry and or open list positions. (BR&F 5-12)

**Improve our on-the-job-related injury pay protection** – Reconfirmed by E Board Vote (5-09)

**4850 Time** – To improve our on-the-job injury pay protection, CDF Firefighters obtain for our membership at a minimum those benefits provided for in Labor Code Section 4850. Change or modify the language in section 10.8 and 11.21 of the MOU. (R & D 1-07 AM)

**California Labor Code** – To include CAL FIRE Firefighters in CLC Section 4850. That CDF Firefighters take legislative action to amend CLC 4850 to include CAL FIRE Firefighters, and that the CLC amendment include all compensation (salary and extended duty week pay) to be used in the calculation of all benefits. (HS & I 4-11 AM)

**CAL FIRE PPE** – update the MOU to current standards, CDF Firefighters take whatever means necessary to change the language of MOU section 11.12 to reflect the requirement of CAL FIRE to provide PPE including web gear that meets or exceeds NFPA Compliance. (HS & I 2-13AM)

**Valley Fever (Coccidioidomycosis) Presumptive Illness** - CDF personnel have been diagnosed with this illness and are not receiving EIDL due to it not being presumptive. This illness has a two to four week incubation period making it difficult to determine a specific time or incident as a cause. (HS & I 9-05 Late)

**Peace Officer Body Armor Replacement** - Body armor shall be replaced in accordance with manufacturer specifications (HS & I 10-05 Late)



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**Law Enforcement Training Requirements** - CDF peace officers are required to be proficient in defensive tactics. Ensure CDF has two qualified instructors per region and peace officers be required to qualify quarterly. (BJ – 2-05)

**Tuberculosis Testing** - That Bargaining Unit 8 personnel should be included in a comprehensive PPD screening program and should receive a baseline PPD test and follow-up testing and treatment as indicated by risk assessment. They should also be included in the follow-up of contacts of a patient with infectious TB. (BJ 19-00)

**Tuberculosis Screening and Testing** - CDF Firefighters will negotiate to begin an immediate screening and testing of all fire protection classes for tuberculosis. (HS&I 2-02)

**Hepatitis A Vaccination** - That CDF Firefighters negotiate with the department to provide vaccinations against Hepatitis A to employees, at no cost to the employees within Bargaining Unit 8. (HS&I 13-99)

**Lyme Disease Vaccination** - CDF Firefighters negotiate with the department to provide vaccinations for Lyme disease to employees at no cost to the employees within Bargaining Unit 8. (HS&I 8-99)

**Inclusion of Seasonal Employees in the Employee Assistance Program After Separation** - Our seasonal employees are exposed to the same tragic and psychological events as our permanent work force. Our seasonal employees lose the station environment aspect to help diffuse issues that may arise after separation from work, EAP should be available to seasonal employees for two calendar quarters after separation. (BR & F 10-05)

**EAP Benefits for Retirees** –CDF Firefighters seek to obtain EAP Benefits for retirees. Increase the Insurance Values in Section 11.7 - The values contained in MOU Section 11.7 have not been adjusted for inflation and are inadequate as compared to other benefits such as workers comp and PSOB. Bodily injury liability should be increased in increments to \$250,000 and life insurance should be increased in increments to \$300,000. (BR & F 14-05)

**Aircraft Insurance** - Increase the Insurance Values in Section 11.7 - The values contained in MOU Section 11.7 have not been adjusted for inflation and are inadequate as compared to other benefits such as workers comp and PSOB. Bodily injury liability should be increased in increments to \$250,000 and life insurance should be increased in increments to \$300,000. (BR&F 14-05)



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**Unused sick leave credits used to offset health care benefit costs post retirement** - All unused sick leave will receive a monetary value based on the 40 hour clock and placed in a benefit offset holding account that the employee will be able to utilize to pay for employee portion of their retiree medical benefits, i.e., dental, vision, long term health care, or other identified benefit premiums withdrawn from the retiree monthly warrant until the offset account is exhausted (R & D 4-05)

**Turnout boots** -CDF Firefighters shall seek to improve CDF Personnel Procedures Manual, Section 1727, to include: “Employees may voluntarily purchase and use non-issued turnout boots, as long as the turnout boot specifications meet or exceed the standards listed below. Employees shall wear steel-toed and inner-soled turnout boots that meet the appropriate CAL-OSHA standards. Safety boots shall meet or exceed NFPA 1971 “Standard on Protective Ensemble for Structural Firefighting” 2000 edition, ANSI Z.41.1 PT 91 FI & MI 75 EH and PR. (BJ 1-04AM)

**Employee Health & Safety** - CDF Firefighters seek through appropriate means, an exercise room in all new CDF facilities and/or exercise equipment for improving strength fitness. (HS&I 10-92 AM)

**Fire Apparatus Safety/Performance** - The California Department of Forestry and Fire Protection specify that all future acquisitions of fire apparatus must be able to maintain posted roadway speeds, including both rural mountain and urban interstate roadways. (HS&I 2-01)  
**Long Term Disability Benefit** - As a benefit to the employee, the state of California will provide long-term disability insurance to all CDF Unit 8 employees; and this be provided at no cost to the employee; and this insurance will provide up to a minimum of two years coverage for each injury. (R&D 9-98 AM)

**Online Exposure Reporting** – Extend fully paid participation in the online exposure reporting through the CPF website to all members including seasonal positions. Seasonal employees shall have the annual fee to participate in the CPF online exposure reporting system paid for in the same manner that permanent employees are. (HS & I 2-10)

**Medical Testing** – Improve medical testing for CAL FIRE Employees. CDF Firefighters establish a position of supporting improved department- provided medical testing for its members and, CDF Firefighters use whatever means necessary to get the department to establish a policy of providing medical testing results of all department required and provided medical tests to the individual employees tested by the department or its contractors within 60 days or a reasonable time period of the test, and that these records be kept confidential when being routed to the employees and, CDF Firefighters use whatever means necessary to get the department to provide and pay for baseline medical testing for employees and periodic re-tests for all employees during their careers with CAL FIRE, and that the results of these tests be provided



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confidentially to the employees after each test and, that these medical and baseline tests include but are not limited to blood tests including (SMAC 20), health risk appraisal, medical health risk questionnaire, hands- on physical examination including vital signs, cardiovascular, pulmonary, gastrointestinal, lymph nodes, neurological, musculoskeletal, urinalysis, vision test, audiometry, and body composition by caliper, oncology testing, immunization and infection disease screening, heavy metal/special. exposure screening, and any other testing procedure deemed necessary. The purpose of this testing is for long-term exposure testing and, that this baseline testing include heart monitor test (EKG), VO2 value calculated and body structure x rays for the purpose of being used over the course of the employee's career to determine future injuries, degeneration or heart damage and, CDF Firefighters use whatever means necessary to get the department to establish a wellness fitness initiative type program similar to the model the IAFF has established throughout the nation. (HS&I 1-11)

**Doctor's Note Reimbursement** – CAL FIRE Local 2881 change the following wording to MOU section 11.16 to read; “ The employer shall reimburse Unit 8 employees for the actual cost of the job related medical examinations including those required for FAA licensure, or for substantiation of any requested doctor's note by the employee's supervisor. The employee shall be compensated for the “actual cost” of the exam (including but not limited to, the co – pay fee and mileage). For any examination that occurs on the employee's day off, he/she shall be entitled to a minimum of four hours call back time under MOU section 8.19. **(BJ – 2-15)**

**Health Benefits Options** - To have (a) health benefits committee look at other models i.e. LA County Fire and CHP Managed health care. **(HS & I 1-15AM)**

**California Department Of Forestry And Fire Protection Rural Health Care Program Reinstatement** – CAL FIRE employees that reside in counties that would benefit from the Rural Health Care Program have that benefit extended to them to ease the financial hardship. If the Rural Health Care Program cannot be obtained, a program similar be established to assist those employees affected. **(HS & I 2-15)**

**Emergency Incident Rehabilitation /Work rest Cycle** – Have a defined Emergency Incident Rehabilitation /Work Rest Cycle. Implement a guideline that adheres to the advice and standards studies / research have provided for us at no cost for research to the department. **(HS & I 1-13AM)**

### MOU Article 12 – Allowances and Reimbursements

**Increased Compensation for Use of Private Vehicles on State Business**- Bargaining Unit 8 personnel should be justly compensated, commensurate with the cost of operation, depreciation, and commercial vehicle insurance or with the current IRS mileage rate including the cost of operating private aircraft. **(BR & F 20-05)**





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**Aircraft Mileage Reimbursement** To increase reimbursement for use of privately owned aircraft used on CAL FIRE Business. The CDF Firefighters bargain to amend section 12.1.6.3 of the next Bargaining Unit 8 MOU to incorporate the words “Federal Aircraft mileage reimbursement rate” for reimbursement of mileage for use of privately – owned aircraft when used on CAL FIRE business. (B-J 3-13AM)

**Compensation for Forced Work Hours** - CDF Firefighters take any and all actions to provide Unit 8 employees full per diem for forced work hours; and this pay will be the same rate as reflected in the M.O.U. for full travel status. (BR&F 25-99)

**Employee Lodging Expenses** – To prevent out-of-pocket lodging expenses incurred by CALFIRE employees traveling on state business, CDF Firefighters work with the department and/or DPA to develop a business process that would allow for direct billing of lodging costs through the department’s travel company, and that CDF Firefighters enter into a discussion with the department and/or DPA and find a solution that meets the intent of this resolution at a date as soon as possible. (B-J 1-08 AM)

**Uniform Allowance Increase** – To provide adequate uniform allowance so as to provide a safe and functional wear of CAL FIRE approved uniform, the CDF Firefighters MOU section 12.3.3 be amended to read “employees shall be eligible for a uniform allowance of \$100 and a boot allowance of \$50 per month;” and that CDF Firefighters section 12.3.1 be amended to read, “A uniform allowance of \$1200 and a boot allowance of \$600 per year.” (B-J 8-08 AM)

**Uniform Allowance** – CAL FIRE Local 2881 immediately commission CAL HR to conduct a thorough review of BU8's uniform and boot allowances pursuant to California Government Code Section 198503. Immediately upon receipt of CAL HR's review described in RESOLVED (A), if not sooner, CAL FIRE Local 2881 begin negotiations to provide for a uniform and boot allowance package that is at least as comprehensive as BUS's as outlined in their 2010 MOU. The annual uniform allowance be sufficient to at a minimum cover the cost of seven t-shirts, seven pairs of pants, one hat, one belt with buckle, one sweatshirt, and one button down shirt, in addition to a monthly allowance for maintenance and cleaning, a specified allowance upon academy completion, and an annual boot allowance. In light of the premature deterioration of boots due to heavy usage in harsh environments and the constant upkeep required of boots including the need for polish, wax, and other leather treatments, CAL FIRE Local 2881 not compromise the current boot allowance while negotiating any other terms of the MOU, including uniform allowance. This negotiation become a priority for CAL FIRE Local 2881 when negotiating the next MOU.

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**Paramedic License Reimbursement** - CAL FIRE Local 2881 immediately work with the department to ensure that all employees who are required to maintain medical certification as a condition of employment are reimbursed for expenses associated with maintenance of their pre-hospital medical certification, whether EMR, EMT, EMT-advanced, paramedic, or similar level of training, so long as such certification is utilized to meet the minimum requirements of the employee's current position; and be it further

Such reimbursement cover at a minimum 100% of state and/or local EMSA certification/license renewal, state and/or local EMSA required CE hours, and any state and/or local EMSA required classes, such as ACLS, PHTLS, PALS, BTLs, and similar classes; and be it further

Should the state in the future mandate national certification, such as that provided through the National Registry of EMTs, all costs associated with maintenance of national certification be included with those reimbursements covered under

Such reimbursement or other compensation be the same for all employees possessing similar certification/license levels so long as such certification/licensure meets the minimum medical training for the position to which the employee is assigned; for example, an employee holding a state paramedic license and assigned to a non-ALS field position would receive the same license maintenance reimbursement as an employee holding a state paramedic position. BR & F 9-16

**Staffing Pattern Pay**

That Local 2881 Bargaining Team work towards an increase in pay for all employees affected by a staffing pattern working their regular shift hours during staffing patterns (for either of the following: In the unit, covering another unit, or assigned to an incident), to a minimum of 1.5 times their normal hourly pay rate for the time the staffing pattern is in effect. That the Local 2881 Bargaining Team work towards an increase in pay for all employees during a staffing pattern on duty and not working their regular shift hours during staffing patterns (for either of the following: in the unit, covering another unit or assigned to an incident), to a minimum of double their normal hourly pay rate for the time the staffing pattern is in effect. **BR & F 10-16AM**

**MOU Article 13 – Retirement**

**CDF Firefighters supports the position that when a POFF member reaches their cap on retirement, the employee contributions will cease.** Voted by E Board Jan 20 – 21, 1994



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**Sick Leave Conversion for Retirement** - CDF Firefighters either through negotiations or legislation provide for the use of accumulated sick leave by either of two methods at the employees option.

Method 1 – All accumulated sick leave for service credit upon retirement as currently allowed.

Method 2 – Conversion of any sick leave hours over 1000 at the two hours for one hour pay ratio as allowed for in the annual leave program once a year and / or at any time prior to retirement.

(R & D 1-05)

**Provide maximum benefit and flexibility for CDF PERS Members who need to purchase past years of service credit** - CDF Firefighters seek to have specific sections of the Public Employees Retirement Law changed to allow the inclusion of any and all service credit earned since the loss of previous service credits into the buy-back calculations. And that anyone who has to buy back past service credits under this practice by signing a purchase contract after 2001 (law change in 2002) may have their purchase contracts revisited, modified and recalculated to include total service credit earned and subsequent balances due and payments adjusted to reflect the change. (R & D 6-05 Late)

**Surviving Spouse Health Benefits** – Remove the one-year membership requirement prior to retirement to continue health benefits for the surviving spouse. CDF Firefighters sponsor legislation that allows continued health benefits to a surviving spouse provided the surviving spouse was married to the primary member no less than six months prior to the date of death regardless of the retirement date of the member. The executive board working with our legislative team see that such a bill is introduced when the “legislative climate” is conducive to making such a change. (R & D 1-08)

**Purchase of Retirement Service Credits** – To gain the benefit of purchasing layoff service credit for BU-8 members, CDF Firefighters, either through negotiations or legislation, obtain this benefit through CALPERS -- the ability for BU-8 members to purchase service credit for their time during lay-offs.( B-Sup 4-08 & BR&F 5-08)

### **MOU Article 15 – Career Development and SPB Issues**

**Basic Fire Control Requirements**- CDF Firefighters’ position is that engine operators, HFEO's and Fire Captain B's are required to complete and pass Basic Fire Control. Voted by E Board 1993

**Forester I Exam Qualifications** -That the department should allow experience which qualifies an employee towards becoming a registered professional forester be recognized as qualifying towards the Forester I examination. (BR & F 18-91)



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**Firefighter I Returnee Policy** -That the MOU state, "Rehires must be offered employment before any new hires are made." (BR & F 4-94)

**Promotional Opportunities for FFI and II** -That CDF Firefighters use whatever means necessary to get CDF to close the rank of FAE to open testing and make it promotional only; and that the requirement to apply for a promotion to Fire Apparatus Engineer be service in CDF as either a Firefighter I or II. (BR&F 19-97)

**Forester I Transfers** – Disallow transfer from Forester I to Battalion Chief; Handbook Section 1021.9.4 be changed to read:

Forester I to Fire Apparatus Engineer

Two years of permanent full-time experience in CDF as a Forester I; and successful completion of Basic Fire Control (COA and FFA) training.

Or, One year of permanent full-time experience in CDF as a Forester I; and two years' experience in CDF as a Forestry Assistant II; and successful completion of Basic Fire Control (COA and FFA) training. (HS&I 4-08)

### **Limited Term Employment Offer Ending Upon Permanent Appointment**

RESOLVED, (A) CAL FIRE Local 2881 work with the department to immediately end the practice of rescinding or terminating an LT offer solely due to the employee accepting a permanent offer in a lower classification; and be it further

RESOLVED, (B) Employees who accept a permanent position in a lower classification to their current LT assignment or offer should be offered the option to:

- A) End the LT assignment or offer and report to the new permanent assignment immediately; or
- B) Retain the LT assignment or offer until the LT assignment would have otherwise ended and then report to the new permanent assignment; and be it further

RESOLVED, (C) The options in RESOLVED.(B) shall be at the employee's sole discretion and shall be permissible regardless of whether the LT and permanent positions are in the same or different CAL FIRE administrative units; and be it further

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RESOLVED, (D) Language as to the terms of the agreement reached between CAL FIRE Local 2881 and the department pursuant to RESOLVED (A) shall be added to BU8's MOU. **BR & F 8-16AM**

**MOU Article 16 – Agreement and Term**

**Retroactive Contracts** - That CDF Firefighters use whatever means available to enact legislation which assists in a timely negotiating of and signing of contracts; and that this legislation reflect any improved benefits or pay that are signed into any new contract be retroactive to the date of expiration of the prior contract if the new agreement is late. (BR&F15-97)

**Binding Arbitration** - CDF Firefighters attain through whatever means necessary binding arbitration. (BR&F 22-98AM)

**MOU Article 17 – Salaries 129**

**Paycheck Education** – Provide the employee written notification and information when monetary changes occur to their paycheck. CALFIRE Local 2881 work with the State Controller and/or CAL FIRE to determine the best method of information dissemination to the employee when monetary changes occur. (B-J 6-15)

**Salary Differences** - CDF Firefighters' position is that the largest salary differences occur between traditional rank and file and supervisory classes, i.e. FC (B) and BC. Reconfirmed by e Board (5-09)

**FFI / Forestry Aide Step Increases** - Allow for all seasonal time accrued in the positions of CAL FIRE Firefighter I and/or Forestry Aide combined counting towards receiving salary step increases as provided for in section 17.3 of the MOU. (BR&F 17-07)

**Firefighter Seniority as Related to Salary Steps** - That firefighter state time in service shall not be altered or effected in any way; and that firefighter salary steps be associated with the total months of time in grade in six-month intervals. (BR&F 33-00AM)

**Associates and Bachelor's Degree Pay Differential** - By obtaining a higher level of education members are able to perform at a higher, more efficient and cost effective level. Employees who take the initiative to achieve a higher level of education than required should be compensated for it. (BR&F 9-04 Late)

**Educational Pay Incentive** – In addition to existing educational pay incentives employees

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should receive the following:

Employees shall qualify for 2.5% of their base salary or no less than \$120.00 per month if they possess an AA/AS degree Employees shall qualify for 5.0% of their base salary or no less than \$240.00 per month if they possess a BA/BS degree Employees shall qualify for 7.5% of their base salary or no less than \$360.00 per month if they possess a Masters Degree (BR & F 22-05)

**Educational Incentive** - CDF Firefighters negotiate for an educational incentive for all Unit 8 employees and supervisors; The incentive be based on a minimum number of units and/or an AS degree, all BS degrees and all master degrees, that this would not affect current educational incentives. (BJ 3-99)

**Educational Incentive Parity** - That the experience necessary to apply for a position that requires a high standard (i.e., HFEO, pilot, forester) be translated to allow the mandated years of experience to count as the education to qualify for the educational incentive; or provide a JAC program for permanent personnel that is equivalent to the JAC engineer program and grandfather in all personnel existing in those positions. (BR&F 31-00)

**Parity** - CDF Firefighters position on wages be parity with the five highest paid fire departments in California. B-J 5-91, Reconfirmed by E Board Vote. (5-09)

**Pay Parity** – CAL FIRE Local 2881 leadership propose that CPF in conjunction with our political staff seek legislative action to provide for pay parity for CAL FIRE Local 2881 members, similar to what is enjoyed by our brothers of the CHP. (BR & F 4-15AM)

**Pay Differentials** – That pay for each step increase in salary be a minimum of 5 %, and that pay for the bottom step one class be at least 5% greater than the top step of the job class preceding it. This will be in effect for all future pay increases. (BJ – 9-98)

**Honor Guard Compensation** - That honor guard members on regular days off be granted overtime for any hours involved on a department requested function, as is currently the policy for any other state function, i.e., incidents, training, etc.; That the union and the department meet and develop a policy relating to honor guard members assigned to a state sponsored or requested event. (BJ 14-99AM)

**Longevity Pay** - CDF Firefighters shall seek to adopt a new longevity pay differential formula of:

10-11 Years	1%	20-21 Years	6%
12-13 Years	2%	22-23 Years	7%
14-15 Years	3%	24-25 Years	8%
16-17 Years	4%	26-27 Years	9%



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18-19 Years 5%                      28-29 Years 10%  
30+ Years 11%                      (BJ 5-02)

**Physical Fitness Incentive Pay** - CDF Firefighters negotiate for a physical fitness incentive pay for all Unit 8 employees utilizing a negotiated standard; and that the physical fitness incentive pay be equal to or better than the amount paid to all other bargaining units. (BR & F 8-89AM)

**Cost of Living Adjustments** -That CDF Firefighters use whatever means necessary to have language placed in the MOU calling for annual cost of living adjustments; and that these cost of living adjustments be based only on increases to the Consumer Price Index; and that these cost of living adjustments be in addition to any negotiated salary and/or benefit increases.

(BR&F 12-97)

**Realignment of Salary Step Raises** -That there shall be at least a 5% pay differential from the top step to the bottom step of each successive rank; and that this does not result in a salary cut. (BR&F 14-97AM)

**Firefighter I Salary** -The first step hourly wage for Firefighter I's be at least 10% greater than the federal and/or state hourly minimum wage, Anytime the federal and/or state minimum wage increases, the Firefighter I's wage also increases to maintain the agreed upon percentage above the increase. (BR&F 10-98)

**Legislative Action on Minimum Wage-Caused Compaction** – That CAL FIRE Local 2881 use it's legislative analyst and legal staff to develop and have legislator(s) carry bills that will require that all CAL FIRE employees benefit from any minimum wage increase. CAL FIRE Local 2881 use it's legislative and legal staff to develop and have legislators carry bills that will require that all CAL FIRE Local 2881 classes have a five percent separation between each step from the top to bottom and that prohibits pay scales that cause compaction between classes.

(B-J 4-15)

**HAZMAT Recruitment and Retentions Incentive** - CDF Firefighters shall seek to amend Section 17.9.1. to read, "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 have his/her salary increased by 15 percent for each pay period while so assigned. (BR&F 22-02 AM)

**Paramedic Pay Continuation** -CDF Firefighters take any and all actions to have the department develop a mechanism to permit any employee licensed as a paramedic, but not normally assigned as a paramedic, to receive and/or retain the paramedic salary status as long as: the unit where the



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employee is assigned has a paramedic program; the employee agrees to work normal or overtime work hours as a licensed paramedic within the unit. (BR&F 11-99AM)

**Emergency Medical Technician (EMT) Pay Differential** - A pay differential of 3% be awarded to any BU-8 member who obtains a valid and current EMT certification; and the EMT pay differential be calculated into the member's base salary for as long as the member maintains his/her certification. (BR&F 7-02)

**Double-Time Pay for Forced Overtime** - CDF Firefighters take all action necessary to develop a compensation rate for forced work hours at not less than double-time pay for the employee's classification. To meet this intent, forced work hours should be those overtime hours ordered by the department to meet the DAILY OPERATIONAL NEEDS of the department after all efforts have been exhausted to fill said hours voluntarily.. To meet this intent, these forced work hours should not include those work hours associated with unforeseen emergency assignments, including emergency & disaster response and special staffing patterns. (BR&F 26-99 AM)

**High Housing Cost Adjustment** - That CDF Firefighters use whatever means necessary to have CDFFP compensate their employees who work in high cost of housing counties. (BJ 8-02)

**Step Increases While Working L.T. in a Different Class** – To keep one's pay from class to class within a more reasonable range, when you receive a merit increase in your L.T. class you also receive a merit increase in your permanent class. (BR&F 15-08)

**Paycheck Education** – Provide employees written notification and information when monetary changes occur to their paycheck. CAL FIRE Local 2881 to work with the State Controller and/or CAL FIRE to determine the best method of information dissemination to the employee when monetary changes occur. (BJ 6-15)

**Pay Parity** – California Professional Firefighters sponsor pay parity legislation on behalf of CAL FIRE Local 2881. That CAL FIRE Local 2881 leadership propose that CPF in conjunction with our political staff seek legislative action to provide for pay parity for CAL FIRE Local 2881 members, similar to what is enjoyed by our brothers and sisters of the CHP. (BR&F 4-15am)

**Creation Of A Pay Incentive, Stipend/Retention Bonus Available For All Bargaining Unit 8 Members Who Participate In Defined Specialized Programs** - A list is established identifying all specialty assignments in all classifications that exceed minimum qualifications and/or are of such nature that the specialty assignment or training exceeds normal expectations of the position. This established list of specialty categories should include but not be limited to: EMT, specialty fire ground operations, law enforcement, qualified non-classified positions, and higher education. These identified specialties that our members are trained and assigned to work



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will be given a salary increase expressed in percentage of earned income of the classification or by the same method that FCB and paramedics are compensated.  
(BR & F 5-15)

**MOU Article 18 – Apprenticeship and Training**  
No Current Position Statements

**MOU Article 19 – Discipline**

**Seasonal Employee Evaluations** - Allow evaluated seasonal employees a written response; ensure supervisors substantiate any negative comments; ensure employees are aware of the option to appeal. (BR&F 3-06AM2)

**Serving of “Administrative Time Off”** – Amend Government Code Section 19991.10. CDF Firefighters take action through the legislative process to amend Government Code Section 19991.10 to include criminal and civil penalties for violating this code section. (B-J 7-08 Late)

**MOU Appendix A - Substance Abuse Testing**  
No Current Position Statements

**Staffing**

**Staffing** - CDF Firefighters is opposed to 1.0 staffing under any conditions, at anytime. - Voted by E Board May 19-20, 1994

**Command and Control Services** – Local 2881 does not support cooperative agreements that do not include CAL FIRE command and control services. Voted by E Board September 2012

**One Person Staffing for New Agreements or Contracts** - CDF Firefighters opposes any new cooperative agreement with local government with CDF that provides for one-person staffing or provides for Firefighter I (seasonal) classifications on the engines in lieu of Firefighter II positions. (01-98)– Voted by E Board Jan. 15, 1998

**Certified Volunteer Firefighters** - CDF Firefighters will relay the intent of the minimum qualifications in relation to the certified volunteer to mean that the certification pertain only to the investigation as a volunteer firefighter and not certification with the State Fire Marshal's Office. Reconfirmed by E Board (5-09)

**Salary Savings** - CDF Firefighters will work with the Department of Forestry and Fire Protection, state legislature and the governor's office to:



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- Eliminate mandated salary savings requirements or reduce them to a realistic level because of the impact on public safety.
- Remove CDF seasonal employees from the requirement for salary savings and return those positions to a "net need" blanket. B-J 5-89, Reconfirmed by E Board (5-09)

**Schedule A Staffing Levels** - CDF Firefighters' policy will be to have CDF establish a minimum staffing level on Schedule A engines and truck companies; and CDF Firefighters take whatever action necessary to make this minimum staffing level consist of at least three (3) paid permanent personnel for Schedule A engines and truck companies; and existing contracts and/or positions not be jeopardized by this policy. (HS & I 5-97 AM)

**ECC Staffing** - Increase the blue book staffing to levels commensurate with the increase in incident activity and advancement in technologies and job requirements (CAD, ROSS, ARC, LEWEB).(HS & I 2-05)

**Emergency Medical Dispatching** - CDF Firefighters opposes the implementation of any emergency medical dispatching program unless the program is fully funded and staffed to accommodate the increased workload. E Board vote Jan. 10-11, 1991

**Increase Camp Staffing** - That the camp staffing level be increased to 4.0 staff per crew; that each camp have in addition to the division chief a battalion chief to assist with supervision and project coordination issues; that every camp have a full-time office technician or office assistant to address issues that inmates are no longer authorized to handle because of safety and security concerns. (BJ 7-02 AM)

**Minimum Staffing Levels - Conservation Camps** - CDF Firefighters utilize the legislative process to secure the additional personnel years (PY) to raise effective staffing of 2.4 fire captains per fire crew. (BR&F 5-96)

**Full Staffing of All Camp Positions** - CDF Firefighters take all action necessary to implement a planned program whereby all camp positions are filled year-round. (BR&F 8-01)

**Supervision Limit** - That a camp manager shall not place a Fire Captain B in jeopardy by requiring him/her to supervise more than one crew; and that a Fire Captain B should only supervise a maximum of 20 inmates/wards. (HS&I 6-97 AM)

**Firefighter I's** - That all firefighting positions which are funded year-round, and are of Schedule "A" in nature, be filled with Firefighter II's. (BR&F 10-94)

**Utilizing FF II AND FAE in Fire Prevention** - That CDF Firefighters work to eliminate future hiring and testing of Fire Prevention Specialist I (FPS I) and (FPS II) while protecting

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incumbents in those positions; and that CDF Firefighters endeavor to have future hiring into all FPS I openings be filled by journey level FF II's and future hiring into all FPS II openings be filled by journey level FAE's; and that CDF Firefighters take action if necessary to modify the minimum qualifications and/or duty statements for CDF FF II or CDF FAE to accommodate assignments to fire prevention positions. (BR&F 10-95 AM)

**CDF Firefighter Classification** - The FF I and FF II classification be developed into one firefighter classification; and that this new firefighter classification be an entry-level position for assignments of permanent intermittent, or permanent; and that this new classification meets or exceeds the current FF II classification as it compares to work hours, salary, benefits and training. (BR&F 15-00)

**CALFIRE Engine Company Minimum Staffing** – Establish the minimum staffing on CAL FIRE engine companies as one fire captain, one engineer and two firefighters. (HS & I 1-07)

**CAL FIRE Staffing**

RESOLVED,(A) The 2016 Convention delegates send a strong message that the CAL FIRE staffing issues and models be addressed; and be it further

RESOLVED, (B) CAL FIRE Local 2881 aggressively take whatever action is required to obtain CAL FIRE staffing models that allow all employees adequate time off, including vacation/annual leave/holiday and PLP time accrued yearly, covered behind training, fire assignments, sick leave etc... and be it further

RESOLVED, (C) The executive board take whatever action is necessary to improve the R & R program to insure members who are entitled to R & R actually get to spend the time off at home, not subject to call back or any restrictions or limitations on how they spend their time off; and be it further

RESOLVED,(D) The executive board take whatever means necessary to have the department's R&R Policy re-written, apply it consistently from unit-to-unit, incident-to- incident and classification-to-classification; and be it further

RESOLVED, (E) CAL FIRE Local 2881 insures that there are updated staffing models in place for all CAL FIRE programs and that a process is in place to review and update these models at intervals not to exceed five (5) years. These updated models shall include staffing for Schedule A and B stations, camps, ECC's, the air and rotary wing programs, dozers, support staffing and all other programs; and be it further -\_



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RESOLVED, (F) The delegates to the 2016 convention make this one of the three top priorities for the union from this convention

**B-J 1-16AM**

### Training

**Training Firefighter/Driver Operator Module** - That all new hires in the Forestry Technician, Forestry Assistant I, Forestry Assistant II, Forester I and Heavy Fire Equipment Operator classifications be required to attend the firefighter module/driver operator module with newly hired Firefighter II and Fire Apparatus Engineers, and meet the same standards. (BJ 10-99)

**Firefighter I Training** - That CDF Firefighters use whatever means necessary to have CDF change the requirement for Firefighter I (field assignment) in order to comply with federal, state and local training mandates; and that all Firefighter I's be properly trained before being assigned to the field. (BR&F 13-97)

**Standard Training for LT FF II'S** - That CDF Firefighters work with CDF to establish a standard level of basic training for the LT Firefighter II; and that this training be Schedule A based, is at least 80 hours and provided at the academy; and that this training be completed before the LT Firefighter II be allowed to respond to any type of incident. (BR&F 17-97)

**Training for LT FF II and FF I Working Schedule A and Amador Positions** - The department and CDF Firefighters develop a policy that states all firefighters shall be fully and properly trained to all state and federal recognized standards before being assigned to an apparatus. (HS&I 4-99 AM)

**Ensure a standardized level of training to qualify for the fire captain classification** - That all personnel entering the fire captain classification must meet the same levels of training as a promotional engineer. The department shall provide all necessary training to complete the JAC program during the T&D assignment. (BR&F 17-98)

**HFEO Training and Development Process (T&D)** – Clearly define the T & D Process and steps required to obtain a T & D assignment. CDF Firefighters shall work with the department to establish a clear set of requirements and guidelines that supervisors and employees shall follow to enter into a T & D assignment, and that these requirements shall be known and achievable so that every employee has an opportunity to succeed and progress within our department. (B-R & F 3-13AM)

**Driving Firefighters** - That the department establish a driver training program for training Firefighter I's and Firefighter II's; and that at no time would the driving firefighter be substituted for an FAE or FC; and that these firefighters not be allowed, nor required, to drive any apparatus code 3. (BR&F 14-00 AM)



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**Operating Heavy Equipment** - That CDF FIREFIGHTERS take whatever steps necessary to assure that only employees who have successfully completed an academy approved equipment operators course be authorized to operate CDF transports, dozers, motor grades and loaders. (HS&I 8-93)

**Open List Fire Captains Minimum Training Requirements** – Require candidates applying for the CAL FIRE open list fire captain exam to have completed CFFJAC training. CDF Firefighters bargain with the state to add completion of engineer, FAE or equivalent CFFJAC as a minimum qualification to the open fire captain application process and exam announcement.

(BR & F 1-10AM)

### Dozer Program

**Bulldozer Unit Swampers** - That CDF Firefighters take whatever action to have the department provide firefighter swamper positions, without removing a firefighter from an engine, for CDF bulldozer units; and adequate training would be given to the firefighter dozer swamper prior to filling the position. (HS & I 12-93 AM)

**Provide a dedicated bulldozer support unit for all fire control bulldozers** - All fire control dozers regardless of ICS type require the support of a service unit to provide fuel, replacement parts, maintenance materials for mandatory service intervals on each shift while assigned to incidents, and support equipment for the operators. (HS & I 5-05)

**Bulldozer support for out of county assignments** - All bulldozers sent out of county shall include: a bulldozer, a relief operator and a dozer tender. (HS & I 7-05)

**Peak season staffing for dozers** - CDF Firefighters take whatever action necessary to require 24 hour-a-day, 7 days per week, staffing for all fire dozers during each ranger unit's peak fire season. (HS & I 2-99 AM)

**Classification number changes for heavy fire equipment operator** - That CDF Firefighters take all action necessary to secure a fire suppression classification code number for the heavy fire equipment operator class. (BR&F 1-02 AM)

**HFEO E.R.P. Supervision** - That CDF Firefighters strive to keep the above supervisory status year-round, but at the very least, the HFEO's would be supervised appropriately for the Emergency Response Period. (HS&I 6-94)

### Supervisors



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**Demotions** – CDF Firefighters’ position is that demotions in the supervisory positions should be voluntary at the employee’s discretion. Reconfirmed by E Board Vote (5-09)

**Work Week** – CDF Firefighters position is that CDF supervisors’ work week shall not exceed 4 continuous duty days in a seven day period. Reconfirmed by E Board Vote (5-09)

**Collective Bargaining** – It is CDF Firefighters’ position that CDF supervisors have collective bargaining. Voted by E Board Jan 20, 1994

**Incident Command Assignment (ICA) Pay** – It is CDF Firefighters’ policy that all of the restrictions on ICA pay should be reduced or eliminated. Reconfirmed by E Board Vote (5-09)

To Ensure Qualified Supervisory Employees in CDF - Firefighting proficiency and safe firefighting practices can only be obtained through years of experience on the fire ground, through the practices of lateral transfers, TAU and retired annuitant appointments, and out of class appointments. CDF has hired less than qualified employees into the supervisor ranks. Employees hired in fire protection supervision classifications have a minimum of 7 years of increasingly progressive CDF fire protection classes. (BJ -1-05 Late)

**To have supervisor 4C employees on emergency incidents switched to work week group 2 to be compensated at time and a half for emergency assignments** – For supervisorial employees assigned to the 4C work week to be able to earn an hourly overtime compensation rate of time and a half while assigned to emergency incidents portal to portal. That CDF Firefighters take the appropriate actions necessary to see that all supervisorial 4C employees be converted to the workweek group during emergency incidents, and the compensation rate will become an hourly time and a half compensation, at portal to portal, while assigned to an emergency, from the beginning of the incident to the end of the incident, and that the compensation rate be based on all pay benefits instead of current ICA differential pay.

(B-Sup 3-08 late AM)

### **Consolidation of Classes**

**Consolidation of Classes-** CDF Firefighters opposes any consolidation of classes until all potential ramifications are known and addressed by CDF Firefighters. Reconfirmed by E Board Vote (5-09)

### **Essential Services**

**Consolidation of Essential Service** - CDF Firefighters generally supports the concept of consolidation of essential services to provide cost effective and efficient delivery of services to the public. Reconfirmed by E Board Vote (5-09)



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**California Essential Service** - CDF Firefighters pursue legislation which moves CDFFP into the essential service classification. Reconfirmed by E Board Vote (5-09)

### **EEO**

**Equal Opportunity** - CDF Firefighters supports equal opportunity in CDF Firefighters and the work environment. The CDF Firefighters membership and its employees shall provide a discrimination/harassment-free environment within CDF Firefighters for all members, employees and guests. E Board Vote March 14 -15, 1991

**All CDF Firefighters business shall be conducted using gender-neutral terminology, non-offensive language, and be non-discriminatory in nature.** E Board vote March 14-15, 1991

**All CDF Firefighters material shall be viewed prior to acceptance to ensure compliance with this section.** E board vote March 14-15, 1991

### **Salary Savings**

**CDF's Salary Savings Requirements** - CDF Firefighters work with the Department of Forestry and Fire Protection, state legislature and the governor's office to eliminate mandated salary savings requirements or to reduce them to a realistic level because of the impact on public safety, and that CDF Firefighters work toward removing the seasonal employees from the requirement for salary savings and return to a net need blanket. Reconfirmed by E Board Vote (5-09)

### **Uniforms**

**Addition to CAL FIRE Uniform Policy – Allow CAL FIRE Employees to wear small department patch on caps and work shirts.** (BJ 1-10AM)

**Uniform Shorts allowed while assigned to or involved in water rescue operations** – CDF Firefighters take whatever action necessary that CDF provide their employees with a uniform shorts policy. CDF approve a professional Class C uniform consisting of navy blue utility or BDU style shorts, which would be made from lightweight, breathable material. This uniform would consist of either a work uniform shirt or navy blue CDF t-shirt, appropriate footwear accompanied by white socks, and belt. When personnel are enrolled in a class or assigned duties of a practical nature, the uniform may be worn and any other attire that is appropriate for practical training or related rescue operation; i.e., swift water gear, surf rescue, boat operations, medical aid etc. . . .

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**1500. 04 CAL FIRE Local 2881 POSITIONS AND CONTINUING POLICY  
RESOLUTIONS**

**.01 CAL FIRE Local 2881 Positions**

**.A 1.0 Staffing** – CAL FIRE Local 2881 is opposed to 1.0 staffing under any conditions, at any time.

**.B One Person Staffing for New Agreements or Contracts-** CAL FIRE Local 2881 opposes any new cooperative agreement with local government with CDF that provides for one-person staffing or provides for Firefighter I (seasonal) classifications on the engines in lieu of Firefighter II positions. (01-98)

**.C CAL FIRE Local 2881 supports the position that when a POFF member reaches their cap on retirement,** the employee contributions will cease.

**.D Grooming Standards** – The CAL FIRE Local 2881 Executive Board strongly supports the maintenance of safety grooming standards and if CAL FIRE ignores them, they should be advised that they may be criminally and negligently responsible if injury or death occurs as a result of the lowered standards.

**.E Certified Volunteer Firefighters** – CAL FIRE Local 2881 will relay the intent of the minimum qualifications in relation to the certified volunteer to mean that the certification pertain only to the investigation as a volunteer firefighter and not certification with the State Fire Marshal's Office.

**.F Firefighter Driving Policies** - The executive board supports local driving policies where firefighters drive paramedic squads, given that the individual has adequate training and they do not replace FAE's.

**.G Physical Fitness Standards** –CAL FIRE local 2881 supports physical fitness standards and remains opposed to any adverse impact to existing employees through such standards.

**.H Salary Differences** – CAL FIRE Local 2881's position is that the largest salary differences occur between traditional rank and file and supervisory classes, i.e. FC (B) and BC.

**.I Consolidation of Classes** –CAL FIRE Local 2881 opposes any consolidation of classes until all potential ramifications are known and addressed by CAL FIRE Local 2881.





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**.J Returnee Hiring by Seniority** – CAL FIRE Local 2881 maintains that returnees should be hired by seniority.

**.K Offers of Employment** - Offers of employment to returnee Firefighter I's shall be documented and regardless of any other type of contact, they should be sent a return receipt requested written offer of employment with a minimum lead-time of five (5) days.

**.L Layoff Discussions** - Any discussions we have with the department regarding layoffs or transfers that are outside the parameters of the MOU and government code sections shall be considered an addendum to the MOU.

**.M Emergency Medical Dispatching** – CAL FIRE Local 2881 opposes the implementation of any emergency medical dispatching program unless the program is fully funded and staffed to accommodate the increased workload.

**.N Consolidation of Essential Service** – CAL FIRE Local 2881 generally supports the concept of consolidation of essential services to provide cost effective and efficient delivery of services to the public.

**.O Layoff Procedures** – CAL FIRE local 2881s' position regarding layoff procedures is that we do not negotiate a separate MOU for CAL FIRE relative to layoffs; that we abide by provisions of the government code.

**.P Basic Fire Control Requirements**- CAL FIRE Local 2881s' position is that engine operators, HFEO's and Fire Captain B's are required to complete and pass Basic Fire Control.

**.Q Health Insurance Premiums** -It will be the executive board's position that we promote the use of higher health insurance premiums rather than higher co-pays. (09-01)

**.R Equal Opportunity** – CAL FIRE Local 2881 supports equal opportunity in CAL FIRE Local 2881 and the work environment. The CAL FIRE Local 2881 membership and its employees shall provide a discrimination/harassment-free environment within CAL FIRE local 2881 for all members, employees and guests.

All CAL FIRE Local 2881 business shall be conducted using gender-neutral terminology, non-offensive language, and be non-discriminatory in nature. All CAL FIRE local 2881 material shall be viewed prior to acceptance to ensure compliance with this section.

**.S Salary Savings** – CAL FIRE Local 2881 will work with the Department of Forestry and Fire Protection, state legislature and the governor's office to:

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.01 Eliminate mandated salary savings requirements or reduce them to a realistic level because of the impact on public safety.

.02 Remove CAL FIRE seasonal employees from the requirement for salary savings and return those positions to a "net need" blanket.

**.T Demotions** – CAL FIRE Local 2881 position is that demotions in the supervisory positions should be voluntary at the employee's discretion.

**.U Work Week** – CAL FIRE Local 2881's position is that CAL FIRE Supervisors work week shall not exceed 4 continuous duty days in a seven day period.

**.V Collective Bargaining** – It is CAL FIRE Local 2881's position that CAL FIRE Supervisors have collective bargaining.

**.W Incident Command Assignment (ICA) Pay** – It is CAL FIRE Local 2881's policy that all of the restrictions on ICA pay should be reduced or eliminated.

**.X CALIFORNIA ESSENTIAL SERVICE** – CAL FIRE Local 2881 pursue legislation which moves CAL FIRE into the essential service classification; and be it further



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**1500 .04 CONTINUING POLICY RESOLUTIONS**

**BENEFITS JOINT COMMITTEE**

**B-J 4-88 AM RELEASE TIME BANK**

RESOLVED, (A) That CDF FIREFIGHTERS attempt to legislate additional release time hours; and be it further

RESOLVED, (B) That this be a continuing policy.

**B-J 1-89 AM2 FORESTER I & II/BATTALION AND DIVISION CHIEF**

RESOLVED, (A) That CDF FIREFIGHTERS develop performance standards to meet the intent of this resolution; and be it further

RESOLVED, (B) That CDF FIREFIGHTERS work toward ensuring the placement of the most capable and trained firefighting employees into fire suppression/emergency response positions for the protection of all CDFFP employees; and be it further

RESOLVED, (C) That this be a continuing policy

**B-J 5-89 CDF'S SALARY SAVING REQUIREMENTS**

RESOLVED, (A) CDF FIREFIGHTERS work with the Department of Forestry and Fire Protection, state legislature and the governor's office to eliminate mandated salary savings requirements or reduce them to a realistic level because of the impact on public safety; and be it further

RESOLVED, (B) That CDF FIREFIGHTERS work toward removing the seasonal employees from the requirement for salary savings and return to a "net need" blanket; and be it further

RESOLVED, (C) That this be a continuing policy until achieved.

**B-J 5-91 PARITY**

RESOLVED, (A) That CDF Firefighters' position on wages be parity with the five highest paid fire departments in California; and be it further



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RESOLVED, (B) That this be a continuing CDF FIREFIGHTERS policy until parity is achieved; and be it further

RESOLVED, (C) That parity is a continuing position of CDF FIREFIGHTERS.

**B-J 2-92 AM3HOLIDAY AND VACATION ACCRUAL CASH PAYOFF**

RESOLVED, (A) That CDF FIREFIGHTERS take whatever steps necessary to provide all employees, at their option, the ability to cash out a portion of their annual holiday and/or vacation credits; and be it further

RESOLVED, (B) That this be a continuing policy of CDF FIREFIGHTERS.

**B-J 8-92 AM2MANDATORY REASSIGNMENT OF PERMANENT EMPLOYEES**

RESOLVED, (A) Management will grant a minimum of 60 calendar days' notice prior to the reporting date of the employee to the new work location; and be it further

RESOLVED, (B) That all affected limited term positions, in that classification, be vacated in the ranger unit prior to the notice of transfer being issued to the affected permanent employee; and be it further

RESOLVED, (C) That this be a continuing policy of CDF FIREFIGHTERS.

**B-J 7-96 COMPENSATION FOR CDF FIRE CONTROL PERSONNEL FROM THE TIME THEY ARE ASSIGNED TO AN INCIDENT UNTIL THEY RETURN HOME AND ARE RELEASED**

RESOLVED, (A) That when employees are being assigned to an incident that compensation will start when the employee is assigned to the incident and compensation will continue until the employee has returned to their home base or is released; and be it further

RESOLVED, (B) That the CDF Firefighters membership and its various committees that may impact any pay and work schedules carry forward this resolution in its full intent; and be it further

RESOLVED, (C) This be a continuing policy until achieved.

**B-J 9-96 UNION LIAISON OFFICER**

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RESOLVED, (A) That CDF Firefighters have CDF create the position of “union liaison officer”; and be it further

RESOLVED, (B) That CDF Firefighters assure that CDF assigns the “union liaison officer” to any incident that goes into the third operational period where members of CDF Firefighters are being utilized; and be it further

RESOLVED, (C) Any person chosen to be a “union liaison officer” be a full paying member in good standing of CDF Firefighters; and be it further

RESOLVED, (D) That CDF Firefighters assures the job description of this position represents the best interests of all CDF Firefighters members; and be it further

RESOLVED, (E) That the state rank and file rep and state supervisory rep assist in developing the job description and develop additional training to provide any person chosen with the tools and knowledge necessary to act as a “union liaison officer”; and be it further

RESOLVED, (F) The president and board of directors use whatever means necessary to carry forward and accomplish the full intent of this resolution; and be it further

RESOLVED, (G) That this be a continuing resolution until the intent is accomplished.

**B-J 9-98 PAY DIFFERENTIALS**

RESOLVED, (A) That pay for each step increase in salary be a minimum of 5%; and be it further

RESOLVED, (B) That pay for bottom step of one class be at least 5% greater than the top step of the job class preceding it; and be it further

RESOLVED, (C) This be in effect for all future pay increases; and be it further

RESOLVED, (D) This remain a continuing resolution.

**B-J 14-98 SECURITY ON PERSONAL INFORMATION IN THE CUSTODY OF  
THE EMPLOYER**

RESOLVED, (A) That CDF Firefighters take whatever action necessary to cause the related rules or laws and current policy to change or be enforced, so that employees may have their personal and private information protected from the view of individuals that neither have the need or the right to see that information and that these changes include a policy that any



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document containing an employee's social security number be mailed in a sealed envelope marked "CONFIDENTIAL." Mailed being defined as being sent from facility to facility or to the employee or employer via CDF internal mail or U. S. mail; and be it further

RESOLVED, (B) CDFFP create a unique number (PIN) for each employee which in no way includes the employee's social security number; and be it further

RESOLVED, (C) That CDF Firefighters take whatever action necessary to cause the CDF Personnel Time Reporting Program to be changed to provide a high degree of security for personal and private information. The changes shall include: (a) the social security number is not the personal identification number (PIN) used in the program; (b) the program will not expose the employee's social security number, monthly salary and overtime wages to any unauthorized person at any place where that information is stored or transported; and be it further

RESOLVED, (D) That CDF Firefighters take the necessary steps to cause the employer to deliver the employee's payroll check or direct deposit statement to their work location, or mail to the employee's address of record, at the employee's discretion, on the date of the designated pay day and that the individual's pay document be in a sealed envelope prior to leaving the finance and/or personnel office(s); and be it further

RESOLVED, (E) CDFFP take steps to eliminate the social security number from all documents and computer programs where it is not absolutely required; and be it further

RESOLVED, (F) That this be a continuing policy until achieved.

**B-J 3-99AM EDUCATIONAL INCENTIVE**

RESOLVED, (A) CDF Firefighters negotiate for an educational incentive for all Unit 8 employees and supervisors; and be it further

RESOLVED, (B) The incentive be based on a minimum number of units and/or an AS degree, all BS degrees and all master degrees; and be it further

RESOLVED, (C) That this would not effect current educational incentives; and be it further

RESOLVED, (D) This be a continuing resolution.

**B-J 7-99AM LAW ENFORCEMENT OPERATION PAY INEQUITY**

RESOLVED, (A) All law enforcement operations be compensated with portal-to-portal pay.

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RESOLVED, (B) This be a continuing policy until achieved.

**B-J 10-99 TRAINING FIREFIGHTER/DRIVER OPERATOR MODULE**

RESOLVED, (A) That all new hires in the Forestry Technician, Forestry Assistant I, Forestry Assistant II, Forester I and Heavy Fire Equipment Operator classifications be required to attend the firefighter module/driver operator module with newly hired Firefighter II and Fire Apparatus Engineers, and meet the same standards; and be it further

RESOLVED, (B) That this be a continuing resolution until accomplished.

**B-J 13-99AM INVESTIGATION NOTIFICATION**

RESOLVED, (A) That an employee be given written notice within seven (7) days of the conclusion of the investigation; and be it further

RESOLVED, (B) That the written notice state whether further action is to be taken against the employee or not; and be it further

RESOLVED, (D) That all investigations be concluded within one (1) year of commencing; and be it further

RESOLVED, (E) This be a continuing policy.

**B-J 14-99AM HONOR GUARD COMPENSATION**

RESOLVED, (A) That honor guard members on regular days off be granted overtime for any hours involved on a department requested function, as is currently the policy for any other state function, i.e., incidents, training, etc.; and be it further

RESOLVED, (B) That the union and the department meet and develop a policy relating to honor guard members assigned to a state sponsored or requested event; be it further

RESOLVED, (C) That this becomes a continuing policy until achieved.

**B-J 7-00 HOLIDAY CASH OUT**

RESOLVED, (A) That a change be made in the current language that allows for cash out of all holidays per fiscal year at the employee's option; and be it further

RESOLVED, (B) This be a continuing resolution until resolved.



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**B-J 18-00 SICK LEAVE**

RESOLVED, (A) That the department make sick leave credits an option for employees to donate to CTB or union release time; and be it further

RESOLVED, (B) This is a continuing resolution until resolved.

**B-J 19-00 TUBERCULOSIS TESTING**

RESOLVED, (A) That Bargaining Unit 8 personnel should be included in a comprehensive PPD screening program and should receive a baseline PPD test and follow-up testing and treatment as indicated by risk assessment. They should also be included in the follow-up of contacts of a patient with infectious TB; and be it further

RESOLVED, (B) That this be a continuing resolution.

**B-J 14-01AM RETURN TO FIRE DEPARTMENT STYLE PHYSICAL ABILITIES TEST AND WRITTEN EXAM FOR FIRE PROTECTION CLASSES**

RESOLVED, (A) That CDF adopts the IAFF supplied CPAT physical abilities test for all open exams; and be it further

RESOLVED, (B) That a new written test be developed for FF II, FAE and FC. The tests should be related to department policies, operating procedures and standards; and be it further

RESOLVED, (C) The new exams be developed by a committee made up of union leaders and department management; and be it further

RESOLVED, (D) This will be a continuing resolution until resolved.

**B-J 5-02 LONGEVITY PAY**

RESOLVED, (A) CDF Firefighters shall seek to adopt a new longevity pay differential formula of:

10-11 Years	1%	20-21 Years	6%
12-13 Years	2%	22-23 Years	7%
14-15 Years	3%	24-25 Years	8%
16-17 Years	4%	26-27 Years	9%
18-19 Years	5%	28-29 Years	10%



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30+ Years    11%

RESOLVED, (B)    This be a continuous resolution of CDF Firefighters until achieved.

**B-J 7-02AM    INCREASE CAMP STAFFING**

RESOLVED, (A)    That the camp staffing level be increased to 4.0 staff per crew; and be it further

REVOLVED, (B)    That each camp have in addition to the division chief a battalion chief to assist with supervision and project coordination issues; and be it further

RESOLVED, (C)    That every camp have a full-time office technician or office assistant to address issues that inmates are no longer authorized to handle because of safety and security concerns; and be it further

RESOLVED, (D)    This be a continuing resolution until achieved.

**B-J 8-02        HIGH HOUSING COST ADJUSTMENT**

RESOLVED, (A)    That CDF Firefighters use whatever means necessary to have CDF/FP compensate their employees who work in high cost of housing counties; and be it further

RESOLVED, (B)    That this be a continuing resolution until achieved.

**B-J 7-03        ADJUSTMENT FOR AIR OPERATION OFFICERS SERIES**

RESOLVED, (A)    The air operation officer's class pay be adjusted, based upon the forestry fire pilot pay at a rate of 5% between step increases; and be it further

RESOLVED, (B)    That it allows for a promotional path for the forestry fire pilot through the rank of senior air operations officer; and be it further

RESOLVED, (C)    This be a continuing resolution until achieved.

**B-J 12-03      CONVERT FEM 1 POSITIONS TO RANK AND FILE STATUS**

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RESOLVED, (A) That CDF Firefighters work to add the Forest Equipment Manager I position to the list of positions described in 8.4.1 (Other Classes – Duty Weeks) of the Bargaining Unit 8 Firefighter Agreement; and be it further

RESOLVED, (B) This be a continuing resolution until achieved.

**B-J 1-04 AM TURNOUT BOOTS**

RESOLVED, (A) CDF Firefighters shall seek to improve CDF Personnel Procedures Manual, Section 1727, to include:

“Employees may voluntarily purchase and use non-issued turnout boots, as long as the turnout boot specifications meet or exceed the standards listed below:”

1. Employees shall wear steel-toed and inner-soled turnout boots that meet the appropriate CAL-OSHA standards.
2. Safety boots shall meet or exceed NFPA 1971 “Standard on Protective Ensemble for Structural Firefighting” 2000 edition, ANSI Z.41.1 PT 91 FI & MI 75 EH and PR; and be it further

RESOLVED, (B) This be placed into CDF Firefighters Policy.

**B-J 3-04 DIRECT DEPOSIT WHILE ON IDL/EIDL**

RESOLVED, (A) That CDF Firefighters will take the necessary action to have CDF refrain from canceling an employee’s direct deposit while on injury status before an accounts receivable is set up; be it further

RESOLVED, (B) CDF Firefighters will take necessary action to have this placed into the MOU and CDF Policy.

**B-J 4-04 CATASTROPHIC TIME BANK**

RESOLVED, (A) CDF Firefighters take whatever means necessary to allow all department employees to donate and receive eligible leave credits from any state employee for a Catastrophic Time Bank, and be it further



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RESOLVED, (B) Upon adoption, this resolution becomes CDF Firefighters Policy.

**B-J 1-05 LESS THAN QUALIFIED CDF SUPERVISORS**

RESOLVED, (A) CDF FIREFIGHTERS take whatever actions necessary to require all newly appointed CDF supervisory employees in the fire protection classes, have a minimum of seven years of increasingly progressive experience in CDF fire protection classes.

RESOLVED, (B) Upon adoption, this resolution become CDF Firefighters policy.

**B-J 2-05 LAW ENFORCEMENT TRAINING REQUIREMENTS**

RESOLVED, (A) CDF Firefighters take action necessary to ensure that the department provides DT and ACT instructors, a minimum of two per Region,; and be it further that

RESOLVED, (B) Policy is developed requiring all CDF Peace Officers to qualify quarterly in their DT and ACT.

**B-J 3-06 AM EMPLOYEES' ABILITY TO INVEST EARNED CREDITS**

RESOLVED, (A) That through negotiation or legislation, CDF Firefighters attain the right for employees to contribute earned credits to the Savings Plus program (formerly the Deferred Compensation Program) through a payroll deduction, and be it further

RESOLVED, (B) That this become CDF Firefighters Policy.

**B-J 6-07 INCREASE NUMBER OF FIRE SUPPRESSION PERSONNEL**

RESOLVED, (A) That through negotiation or legislation, CDF Firefighters supports a BCP to fully staff all fire suppression positions to allow for training, vacations, holidays and sick leave coverage.

**B-J 7-07 ADEQUATE SUPPORT STAFF AT THE UNIT LEVEL**

RESOLVED, (A) That CDF Firefighters encourage and support the department to obtain a BCP that will increase the support staff to meet the increased workload; and be it further

RESOLVED, (B) That this BCP address increasing support staff to match future increases in fire suppression personnel.

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**B-J 1-08AM EMPLOYEE LODGING EXPENSES**

RESOLVED, (A) That CDF Firefighters work with the department and/or DPA to develop a business process that would allow for direct billing of lodging costs through the department's travel company; and be it further

RESOLVED, (B) That CDF Firefighters enter into discussion with the department and/or DPA and find a solution that meets the intent of this resolution at a date as soon as possible..

**B-J 2-08 SECTION 10.7 CATASTROPHIC TIME DONATIONS TO UNIT 8  
EMPLOYEES**

RESOLVED: (A) CDF FIREFIGHTERS take appropriate actions necessary to change the requirement of Section 10.7 to allow CAL FIRE supervisors to donate to the catastrophic time balances needed to alleviate the hardships of worthy and needy rank & file employees within the department; and be it further

RESOLVED: (B) Upon adoption, this resolution becomes CDF Firefighters policy.

**B-J 7-08 LATE SERVING OF "ADMINSTRATIVE TIME OFF"**

RESOLVED, (A) CDF Firefighters take action through the legislative process to amend Government Code Section 19991.10 to include criminal and civil penalties for violating this code section; and be it further

RESOLVED, (B) If this resolution is adopted at the 43rd Annual Convention, it will become a continuing policy in the CDF Firefighters Handbook.

**B-J 8-08 AM UNIFORM ALLOWANCE INCREASE**

RESOLVED, (A) That the CDF Firefighters MOU section 12.3.3 be amended to read "Employees shall be eligible for a uniform allowance of \$100 and a boot allowance of \$50 per month," and be it further

RESOLVED, (B) That CDF Firefighters section 12.3.1 be amended to read, "A uniform allowance of \$1200 and a boot allowance of \$600 per year."

**B-J 1-09 AM INCENTIVE FOR COMMAND TEAM PARTICIPATION**



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RESOLVED, (A) That CDF Firefighters work with the department and/or DPA to develop a business process that would increase command team incentive and retention of personnel by paying an agreed upon incentive pay for standby time to BU8 personnel while on call during the team coverage week. This would only apply to people on the active roster for the respective coverage week; and be it further

RESOLVED, (B) Provide ICT pay to other assistant chiefs and deputy chiefs that are on Incident Command Teams but do not hold positions in the command staff.

**B-J 4-09 AM FIREFIGHTER I HAND CREWS (HOT SHOTS)**

RESOLVED, (A) That CDF Firefighters work to establish CAL FIRE FF-1 fire crews in each unit, And these fire crews be fully funded in fire season; and be it further

RESOLVED, (B) That the FF-1 fire crews be in a NWCG Type I configuration; i.e., two squads. Each squad will have a fire apparatus engineer as its leader and a fire captain as the crew superintendent; and be it further

RESOLVED, (C)) That this resolution be placed into the continuing policy section of the State C&OP until achieved.

**B-J 1-10 AM ADDITION OF CAL FIRE UNIFORM POLICY**

RESOLVED, (A) Allow CAL FIRE employees to wear small department patch on caps and work shirts.

**B-J 2-11 MAINTAINING DIRECT DEPOSIT WHILE OFF WORK DUE TO INJURY OR ILLNESS**

RESOLVED, (A) That the union bargain with the state to change this practice and maintain employees on direct deposit as long as the employee chooses or as long as allowed by state law.

**B-J 3-13AM AIRCRAFT MILEAGE REIMBURSEMENT**

RESOLVED, (A) That CDF Firefighters bargain to amend Section 12.1.6.3 of the next Bargaining Unit 8 MOU to incorporate the words “Federal Aircraft mileage reimbursement rate” for reimbursement of mileage for use of privately – owned aircraft when used on CAL FIRE business.

**B-J 2-15 DOCTOR’S NOTE**

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RESOLVED, (A) CAL FIRE Local 2881 change the following wording to MOU Section 11.16 to read, “ The employer shall reimburse Unit 8 employees for the actual cost of the job – required medical examinations including those required for FAA licensure, DMV licensure, or for substantiation of any requested doctor’s note by the employee’s supervisor; and be it further

RESOLVED, (B) The employee shall be compensated for the “actual cost” of the exam (including, but not limited to, the co pay fee and mileage); and be it further

RESOLVED, (C) For any examination that occurs on the employee’s day off, he/she shall be entitled to a minimum of four hours call back time under MOU section 8.19.

**B-J 4-15 LEGISLATIVE ACTION ON MINIMUM WAGE-CAUSED COMPACTION**

That CAL FIRE Local 2881 use it’s legislative analyst and legal staff to develop and have legislator(s) carry bills that will require that all CAL FIRE employees benefit from any minimum wage increase; and be it further

RESOLVED, (B) That CAL FIRE Local 2881 use it’s legislative analyst and legal staff to develop and have legislator(s) carry bills that will require that all CAL FIRE Local 2881 classes have a five percent separation between each step from top to bottom and that prohibits pay scales that cause compaction between classes.

**B-J 5-13 ESTABLISH CAL FIRE WITH LEMSA-LIKE STATUS**

RESOLVED, (A) That the executive board of CDF Firefighters immediately direct our legislative advocate to work with a favorable lawmaker to craft language in state law/regulation/statutes to allow statewide agencies ( CAL FIRE, CHP, DF & W) an ability to establish a LEMSA-like status; and be it further

RESOLVED, (B) That this be a position of CDF Firefighters until the issue becomes law. **6-15 PAYCHECK EDUCATION** - Provide he employee written notification and information when monetary changes occur to their paycheck.

CALFIRE Local 2881 work with the State Controller and/or CAL FIRE to determine the best method of information dissemination to the employee when monetary changes occur.

**B-J 1-16AM CAL FIRE Staffing**

RESOLVED,(A) The 2016 Convention delegates send a strong message that the CAL FIRE staffing issues and models be addressed; and be it further



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RESOLVED, (B) CAL FIRE Local 2881 aggressively take whatever action is required to obtain CAL FIRE staffing models that allow all employees adequate time off, including vacation/annual leave/holiday and PLP time accrued yearly, covered behind training, fire assignments, sick leave etc... and be it further

RESOLVED, (C) The executive board take whatever action is necessary to improve the R & R program to insure members who are entitled to R & R actually get to spend the time off at home, not subject to call back or any restrictions or limitations on how they spend their time off; and be it further

RESOLVED, (D) The executive board take whatever means necessary to have the department's R & R Policy re-written, apply it consistently from unit-to-unit, incident-to-incident and classification-to-classification; and be it further

RESOLVED, (E) CAL FIRE Local 2881 insures that there are updated staffing models in place for all CAL FIRE programs and that a process is in place to review and update these models at intervals not to exceed five (5) years. These updated models shall include staffing for Schedule A and B stations, camps, ECC's, the air and rotary wing programs, dozers, support staffing and all other programs; and be it further

RESOLVED, (F) The delegates to the 2016 convention make this one of the three top priorities for the union from this convention.

**B-J 2-16AM Minimum advertising periods for (1) examination bulletins and (2) job vacancy announcements.**

RESOLVED, (A) That CAL FIRE adopt and systemically employ for each posted exam bulletin and job vacancy advertising periods of no less than 20 calendar days.

**BENEFITS RANK AND FILE COMMITTEE**

**B-R&F 8-89 AM PHYSICAL FITNESS INCENTIVE PAY**

RESOLVED, (A) CDF FIREFIGHTERS negotiate for a physical fitness incentive pay for all Unit 8 employees utilizing a negotiated standard; and be it further

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RESOLVED, (B) That the physical fitness incentive pay be equal to or better than the amount paid to all other bargaining units; and be it further

RESOLVED, (C) That this be a continuing policy.

**B-R&F 18-91 FORESTER I EXAM QUALIFICATIONS**

RESOLVED, (A) That the department should allow experience which qualifies an employee towards becoming a registered professional forester be recognized as qualifying towards the Forester I examination; and be it further

RESOLVED, (B) That this be a continuing policy.

**B-R&F 4-94 FIREFIGHTER I RETURNEE POLICY**

RESOLVED, (A) That the MOU state, "Rehires must be offered employment before any new hires are made;" and be it further

RESOLVED, (B) That this be a continuing resolution.

**B-R&F 10-94 FIREFIGHTER I'S**

RESOLVED, (A) That all firefighting positions which are funded year-round, and are of Schedule "A" in nature, be filled with Firefighter II's; and be it further

RESOLVED, (B) That this be a continuing resolution.

**B-R&F 10-95AM UTILIZING FF II AND FAE IN FIRE PREVENTION**

RESOLVED, (A) That CDF Firefighters work to eliminate future hiring and testing of Fire Prevention Specialist I (FPS I) and (FPS II) while protecting incumbents in those positions; and be it further

RESOLVED, (B) That CDF Firefighters endeavor to have future hiring into all FPS I openings be filled by journey level FF II's and future hiring into all FPS II openings be filled by journey level FAE's; and be it further

RESOLVED, (C) That CDF Firefighters take action if necessary to modify the minimum qualifications and/or duty statements for CDF FF II or CDF FAE to accommodate assignments to fire prevention positions; and be it further

RESOLVED, (D) That this be a continuing resolution until attained.



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**B-R&F 5-96 MINIMUM STAFFING LEVELS - CONSERVATION CAMPS**

RESOLVED, (A) CDF Firefighters utilize the legislative process to secure the additional personnel years (PY) to raise effective staffing of 2.4 fire captains per fire crew; and be it further

RESOLVED, (B) This be a continuing resolution until achieved.

**B-R&F 12-97 COST OF LIVING ADJUSTMENTS**

RESOLVED, (A) That CDF Firefighters use whatever means necessary to have language placed in the MOU calling for annual cost of living adjustments; and be it further

RESOLVED, (B) That these cost of living adjustments be based only on increases to the Consumer Price Index; and be it further

RESOLVED, (C) That these cost of living adjustments be in addition to any negotiated salary and/or benefit increases; and be it further

RESOLVED, (D) That this be a continuing resolution until achieved.

**B-R&F 13-97 FIREFIGHTER I TRAINING**

RESOLVED, (A) That CDF Firefighters use whatever means necessary to have CDF change the requirement for Firefighter I (field assignment) in order to comply with federal, state and local training mandates; and be it further

RESOLVED, (B) That all Firefighter I's be properly trained before being assigned to the field; and be it further

RESOLVED, (C) That this be a continuing resolution until achieved.

**B-R&F 14-97AM REALIGNMENT OF SALARY STEP RAISES**

RESOLVED, (A) That there shall be at least a 5% pay differential from the top step to the bottom step of each successive rank; and be it further

RESOLVED, (B) That this does not result in a salary cut; and is it further

RESOLVED, (C) That this be a continuing resolution until achieved.



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**B-R&F 15-97 RETROACTIVE CONTRACTS**

RESOLVED, (A) That CDF Firefighters use whatever means available to enact legislation which assists in a timely negotiating of and signing of contracts; and be it further

RESOLVED, (B) That this legislation reflect any improved benefits or pay that are signed into any new contract be retroactive to the date of expiration of the prior contract if the new agreement is late; and be it further

RESOLVED, (C) That this be a continuing resolution until achieved.

**B-R&F 16-97 SCHEDULE "A" TRAINING FOR LT FAE**

RESOLVED, (A) That CDF Firefighters use whatever means necessary to have CDF add at least 24 additional hours to the LT FAE training standards in the area of Schedule A operations; and be it further

RESOLVED, (B) That all LT FAE's be required to complete this training prior to responding to any incidents; and be it further

RESOLVED, (C) That this training be provided at the academy as part of the Basic Fire Engine Operating Course (LT FAE); and be it further

RESOLVED, (D) That this be a continuing resolution until achieved.

**B-R&F 17-97 STANDARD TRAINING FOR LT FF II'S**

RESOLVED, (A) That CDF Firefighters work with CDF to establish a standard level of basic training for the LT Firefighter II; and be it further

RESOLVED, (B) That this training be Schedule A based, is at least 80 hours and provided at the academy; and be it further

RESOLVED, (C) That this training be completed before the LT Firefighter II be allowed to respond to any type of incident; and be it further

RESOLVED, (D) That this be a continuing resolution until achieved.

**B-R&F 19-97AM PROMOTIONAL OPPORTUNITIES FOR FF I AND II**



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RESOLVED, (A) That CDF Firefighters use whatever means necessary to get CDF to close the rank of FAE to open testing and make it promotional only; and be it further

RESOLVED, (B) That the requirement to apply for a promotion to Fire Apparatus Engineer be service in CDF as either a Firefighter I or II; and be it further

RESOLVED, (C) This be a continuing policy until achieved.

**B-R&F 24-97AM CHANGES BETWEEN DUTY WEEK PATTERNS OR SHIFTS  
AND HOURS OF WORK**

RESOLVED, (A) To change Section 8.07, paragraph 1, line 1; and be it further

RESOLVED, (B) This change shall read: "Changes between shift patterns or shifts shall occur with a minimum of one week advance notice except in a fire emergency or by mutual consent of the employee where notice may be less or, in the case of going from IRA to NIRA at the close of fire season; and be it further

RESOLVED, (C) This be a continuing policy until achieved.

**B-R&F 10-98AM FIREFIGHTER I SALARY**

RESOLVED, (A) The first step hourly wage for Firefighter I's be at least 10% greater than the federal and/or state hourly minimum wage; and be if further

RESOLVED, (B) Anytime the federal and/or state minimum wage increases, the Firefighter I's wage also increases to maintain the agreed upon percentage above the increase; and be it further

RESOLVED, (C) This remain as a continuing resolution.

**B-R&F 17-98 ENSURE A STANDARDIZED LEVEL OF TRAINING TO QUALIFY FOR  
THE FIRE CAPTAIN CLASSIFICATION**

RESOLVED, (A) That all personnel entering the fire captain classification must meet the same levels of training as a promotional engineer; and be it further

RESOLVED, (B) The department shall provide all necessary training to complete the JAC program during the T&D assignment; and be it further;

RESOLVED, (C) This be a continuing resolution until achieved.



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**B-R&F 22-98AM BINDING ARBITRATION**

RESOLVED, (A) CDF Firefighters attain through whatever means necessary binding arbitration; and be it further

RESOLVED, (B) This remain as a continuing resolution and be added to the policy book.

**B-R&F 24-98AM HAZ-MAT TEAM INCENTIVE PAY**

RESOLVED, (A) Any Unit 8 employee assigned to a HAZ MAT emergency response team in the role of a HAZ MAT technician or specialist receive the HAZ MAT incentive of \$150.00; and be it further

RESOLVED, (B) This be a continuing resolution.

**BR&F 11-99AM PARAMEDIC PAY CONTINUATION**

RESOLVED, (A) CDF Firefighters take any and all actions to have the department develop a mechanism to permit any employee licensed as a paramedic, but not normally assigned as a paramedic, to receive and/or retain the paramedic salary status as long as:  
the unit where the employee is assigned has a paramedic program;  
the employee agrees to work normal or overtime work hours as a licensed paramedic within the unit.

RESOLVED, (B) This be a continuing policy until achieved.

**BR&F 25-99 COMPENSATION FOR FORCED WORK HOURS**

RESOLVED, (A) CDF Firefighters take any and all actions to provide Unit 8 employees full per diem for forced work hours; and be it further

RESOLVED, (B) This pay will be the same rate as reflected in the M.O.U. for full travel status; and be it further

RESOLVED, (C) This be made a CDF Firefighters policy.

**BR&F 26-99AM DOUBLE-TIME PAY FOR FORCED OVERTIME**

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RESOLVED, (A) CDF Firefighters take all action necessary to develop a compensation rate for forced work hours at not less than double-time pay for the employee's classification; and be it further

RESOLVED, (B) To meet this intent, forced work hours should be those overtime hours ordered by the department to meet the DAILY OPERATIONAL NEEDS of the department after all efforts have been exhausted to fill said hours voluntarily; and be it further

RESOLVED, (C) To meet this intent, these forced work hours should not include those work hours associated with unforeseen emergency assignments, including emergency & disaster response and special staffing patterns; and be it further

RESOLVED, (D) This resolution be placed into CDF Firefighters policy until achieved.

**B-R&F 8-00 VACATION AND HOLIDAY SCHEDULING**

RESOLVED, (A) That CDF Firefighters does whatever it takes to allow employees to get full use of credits earned within that year, and any extra credits that the employee may have banked; and be it further

RESOLVED, (B) This be a continuing resolution until achieved.

**B-R&F 14-00AM DRIVING FIREFIGHTERS**

RESOLVED, (A) That the Department establish a driver training program for training Firefighter I's and Firefighter II's; and be it further

RESOLVED, (B) That at no time would the driving firefighter be substituted for an FAE or FC; and be it further

RESOLVED, (C) That these firefighters not be allowed, nor required, to drive any apparatus code 3; and be it further

RESOLVED, (D) That this be a continuing resolution until resolved.

**B-R&F 15-00 CDF FIREFIGHTER CLASSIFICATION**

RESOLVED, (A) The FF I and FF II classification be developed into one firefighter classification; and be it further



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RESOLVED, (B) That this new firefighter classification be an entry-level position for assignments of permanent intermittent, or permanent; and be it further

RESOLVED, (C) That this new classification meets or exceeds the current FF II classification as it compares to work hours, salary, benefits and training; and be it further

RESOLVED, (D) This be a continuing resolution until resolved.

**B-R&F 17-00AM VOLUNTARY TRANSFER AND REASSIGNMENT**

RESOLVED, (A) The current language in policy and MOU Section 9.2., “Voluntary inter-unit transfer requests and civil service eligibility lists must be considered at the same time” be changed to “Voluntary inter-unit transfer requests will be interviewed before eligibility lists are used;” and be it further

RESOLVED, (B) The current language in policy and MOU Section 9.1., “Voluntary intra-unit reassignment requests must be considered before list appointments,” be changed to “Voluntary intra-unit reassignments will be interviewed before eligibility lists are used;” and be it further

RESOLVED, (C) This be a continuing resolution until resolved.

**B-R&F 18-00 ROTATIONAL OVERTIME LIST**

RESOLVED, (A) A FF I voluntary overtime list requirement be established; and be it further

RESOLVED, (B) This list use the same criteria as the current voluntary OT lists currently used for the FF II, FAI, and FC classifications; and be it further

RESOLVED, (C) This be a continuing resolution until resolved.

**B-R&F 19-00 10-HOUR DUTY DAY**

RESOLVED, (A) That clear, concise language be included in Section 8.8 of the MOU that states that personal hygiene, meals and normal housecleaning duties are included within the 10-hour work day; and be it further

RESOLVED, (B) This be a continuing resolution until resolved.

**B-R&F 24-00 NOTICE OF CANCELLATION OF DIRECT DEPOSIT**



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RESOLVED, (A) CDF Firefighters use whatever means necessary to add language to Section 5.05 of the MOU in regards to accounts receivable and direct deposit; and be it further

RESOLVED, (B) That the language state the department must give the employee written notice 30 days prior to cancellation of direct deposit for any reason; and be it further

RESOLVED, (C) This be CDF Firefighters policy until achieved.

**B-R&F 30-00AM HFEO'S AND CAPTAIN RANKS**

RESOLVED, (A) To re-establish the requirement of the basic firefighter and engineer modules for all HFEO's; and be it further

RESOLVED, (B) All HFEO's shall be offered the required JAC training to journey level to meet the minimum qualification requirements for the fire captain; and be it further

RESOLVED, (C) All HFEO's have the ability to compete for lateral transfers to Fire Captain A or B and the ability to promote to the rank of battalion chief and above upon completing required training; and be it further

RESOLVED, (D) This be a continuing resolution until achieved.

**B-R&F 31-00 EDUCATIONAL INCENTIVE PARITY**

RESOLVED, (A) That the experience necessary to apply for a position that requires a high standard (i.e., HFEO, pilot, forester) be translated to allow the mandated years of experience to count as the education to qualify for the educational incentive; and be it further

RESOLVED, (B) Or provide a JAC program for permanent personnel that is equivalent to the JAC engineer program and grandfather in all personnel existing in those positions; and be it further

RESOLVED, (C) This be a continuing resolution and presented at each bargaining session until obtained.

**B-R&F 32-00AM SHIFT CHANGES**

RESOLVED, (A) Except by mutual consent no more than six (6) shift changes be allowed per year; and be it further



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RESOLVED, (B) The MOU contain language to clarify that a shift change has occurred anytime an employee's shift is different than the shift worked the previous work week; and be it further

RESOLVED, (C) This be a continuing resolution.

**B-R&F 33-00AM FIREFIGHTER SENIORITY AS RELATED TO SALARY STEPS**

RESOLVED, (A) That firefighter state time in service shall not be altered or effected in any way; and be it further

RESOLVED, (B) That firefighter salary steps be associated with the total months of time in grade in six-month intervals; and be it further

RESOLVED, (C) That this be a continuing resolution.

**B-R&F 8-01 FULL STAFFING OF ALL CAMP POSITIONS**

RESOLVED, (A) CDF Firefighters take all action necessary to implement a planned program whereby all camp positions are filled year-round; and be it further

RESOLVED, (B) This be a continuing resolution.

**B-R&F 1-02AM CLASSIFICATION NUMBER CHANGES FOR HEAVY FIRE EQUIPMENT OPERATOR**

RESOLVED, (A) That CDF Firefighters take all action necessary to secure a fire suppression classification code number for the heavy fire equipment operator class; and be it further

RESOLVED, (B) That this be a continuing resolution until achieved.

**B-R&F 7-02 EMERGENCY MEDICAL TECHNICIAN (EMT) PAY DIFFERENTIAL**

RESOLVED, (A) A pay differential of 3% be awarded to any BU-8 member who obtains a valid and current EMT certification; and be it further

RESOLVED, (B) The EMT pay differential be calculated into the member's base salary for as long as the member maintains his/her certification; and be it further

RESOLVED, (C) This be a continuous resolution of CDF Firefighters until achieved.





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**B-R&F 22-02AM HAZMAT RECRUITMENT AND RETENTIONS INCENTIVE**

RESOLVED, (A) CDF Firefighters shall seek to amend Section 17.9.1. to read, “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 have his/her salary increased by 15 percent for each pay period while so assigned; and be it further

RESOLVED, (B) This be a continuing resolution of CDF Firefighters until achieved.

**B-R&F 3-03 CO-BEN CASH**

RESOLVED, (A) CDF Firefighters take all action necessary to negotiate compensation for any member who received Co-Ben cash; and be it further

RESOLVED, (B) This compensation be equivalent to 50% of the negotiated amount of increases to the healthcare coverage; and be it further

RESOLVED, (C) This be a continuing resolution of CDF Firefighters until achieved.

**B-R&F 8-04 IRS FOR EMPLOYEES ASSIGNED TO LAW ENFORCEMENT OPERATIONS**

RESOLVED, (A) Section 1056, paragraph #2 of the Personnel Handbook be amended to read “Emergency means fire, flood, earthquake, law enforcement operations, or other soil,” and be it further

RESOLVED, (B) That CDF Firefighters enter into discussion with the Department at a date as soon as possible, but before April 2005, to discuss making this language change prior to Fire Season '05.

RESOLVED, (C) That if the Department chooses not to meet with CDF Firefighters regarding this issue, it become CDF Firefighters policy.

**B-R&F 1-05 BATTALION CHIEF (NON\_SUPERVISORY) BASE SALARY COMPENSATION**

RESOLVED, (A) CDF Firefighters will take whatever step necessary to preserve Sections 8.3 and 8.3.3.1 – 8.3.4 of the 2001-2006 MOU as currently written.



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**B-R&F 3-05 CONSERVATION CAMP DUTY WEEK**

RESOLVED, (A) Reduction of the work week will make the conservation camp program more inviting to some CDF employees and their families; and be it further

RESOLVED, (B) CDFFF work with CDF to change the work week from the 4 day (72 hour) to the 3 day (72 hour).

**B-R&F 4-05 HELITACK FF I SUPPLEMENT EXPERIENCE CREDIT**

RESOLVED, (A) Credit points for FF1's assigned on a full-time basis to a CDF Helitack crew at or above the existing point value per month(s) claimed for specialized positions on the department's supplemental testing process.

**B-R&F 5-05 AR-40 COMPENSATION**

RESOLVED, (A) That CDF Firefighters bargain to include the FLO I classification in section 17.4.1 of the M.O.U.; and be it further

**B-R&F 8-05AM PAY INCREASE FOR FORESTRY LOGISTICS OFFICER (FLO)**

RESOLVED, (A) That CDF Firefighters bargain for a 10% pay increase for the FLO classification.

**B-R&F 9-05 INCORPORATION OF HISTORICAL DUTY WEEKS FOR BATTALION CHIEFS INTO THE MOU**

Resolved, (A) The historical duty weeks shall be incorporated into the appropriate section in the MOU; and be it further

Resolved, (B) This incorporation shall result in no loss of benefits for our membership.

**B-R&F 10-05AM AVAILABILITY OF EMPLOYEE ASSISTANCE PROGRAM.**

Resolved, (A) That the psychological support available under the Employee Assistance Program be available to employees up to an additional two (2) quarters after separation.



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**B-R&F 11-05 MANAGEMENT'S FAILURE TO MEET TIME LIMITS**

Resolved, (A) That failure on the part of management to meet the specified time frames will result in the granting of the grievance on behalf of the grievant; and be it further

Resolved, (B) The grievant shall also be awarded any and all remedies.

**B-R&F 12-05AM VACATION SCHEDULING**

Resolved, (A) Section 10.2.3 be modified to state that the approved vacation/annual leave schedule will be for the period of time beginning with the first work period starting after January 15 through the end of the first work period ending after January 15 of the following calendar year.

**B-R&F 13-05AM ROTATION OF OVERTIME**

Resolved, (A) CDF Firefighters take whatever action necessary to change Personnel Handbook Section 1052 and/or MOU Section 8.23 to be inclusive of MOU Section 8.1 and 8.3 employees.

**B-R&F 14-05 AIRCRAFT INSURANCE**

Resolved, (A) Effective with the new MOU the insurance amounts shall be increased to:

Bodily Injury Liability:	\$200,000
Life Insurance:	\$250,000

and be it further

Resolved, (B) That effective July 1, 2010, the rates shall be increased to:

Bodily Injury Liability:	\$250,000
Life Insurance:	\$300,000

**B-R&F 16-05 PLANNED OVERTIME**

RESOLVED, (A) CDF FIREFIGHTERS take whatever action necessary to immediately stop this unilateral action of using non-MOU shift patterns to cover behind BU 8 personnel in IRA status during peak fire season; and be it further



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RESOLVED,(B) That the department utilize ONLY scheduled hours overtime coverage, i.e., 24 for a 24, 14 for a 14, 12 for a 12, 10 for a 10, etc., for anticipated, non-emergency overtime behind fire control personnel on IRA status during peak fire season.

### **B-R&F 17-05 AM BOARD OF ADJUSTMENT**

RESOLVED, (A) That CDF Firefighters and the State of California replace the “Skelly Hearing” process with a “Board of Skelly” using the same management/union participation format used by the Board of Adjustment; and be it further

RESOLVED,(B) That the “Board of Skelly” take place before the effective date of any adverse action against an employee; and be it further

RESOLVED,(C) That if any employee is dissatisfied with the results of the “Board of Skelly,” the employee may still pursue any avenue available to them through the SPB without any union representation unless approved by the CDF Firefighters Board of Directors.

### **B-R&F 18-05 AM SHIFT PATTERNS FOR BU 8 EMPLOYEES IN ECC**

RESOLVED, (A) CDF Firefighters negotiate that Section 8.2.4.1 be changed so that the two IRA shift patterns approved for Stations (1 & 3) be the only two IRA shift patterns approved for ECC; and be it further

RESOLVED, (B) Upon adoption, this resolution becomes CDF Firefighters Policy.

### **B-R&F 19-05 ECC SLEEP TIME**

RESOLVED, (A) That CDF Firefighters negotiate that Section 8.22 of the MOU be changed to read, “When an ECC employee has actually worked 24 consecutive hard-time hours without sleep, the department will make a reasonable effort to provide **10 hours** of uninterrupted sleep immediately following the hours worked, provided that such sleep occurs during hours otherwise scheduled for duty;” and be it further

RESOLVED, (B) Upon adoption, this resolution becomes CDF Firefighters Policy.

### **B-R&F 20-05 AM TRAVEL EXPENSE CLAIM REIMBURSEMENT**

RESOLVED, (A) That Bargaining Unit 8 personnel be justly compensated, commensurate with the cost of operation, depreciation, and commercial vehicle insurance; and be it further



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RESOLVED, (B) That CDF Firefighters use an existing committee or if necessary form a new committee to evaluate the true cost of private vehicle use to its membership during incident assignments; or

RESOLVED, (C) That the cost reimbursed by the state be equivalent to the average cost per day of a vehicle the state would ordinarily rent from a rental agency under state contract, plus the cost of the fuel. The current average cost of vehicle rental on state contract is \$74.00; and be it further

RESOLVED, (D) That CDF Firefighters use whatever means, legislative or otherwise, to ensure that its membership is justly compensated by the state when using their private vehicles for state business on emergency incidents.

**B-R&F 22-05 AM EDUCATIONAL INCENTIVE**

RESOLVED, (A) The State agrees to pay employees who attain the POST certificates listed below, or the appropriate college degree, as follows:

Employees shall qualify for 2.5% of their base salary or no less than \$120 per month if they possess a POST certificate or equivalent, as certified by the department, or an AA/AS Degree. Employees shall qualify for 5.0% of their base salary or no less than \$240 per month if they possess an Advanced POST certificate or equivalent, as certified by the department, or an BA/BS Degree.

Employees shall qualify for 7.5% of their base salary or no less than \$360 per month if they possess a POST certificate or equivalent, as certified by the department, or a Masters Degree. and be it further

RESOLVED, (B) The degrees must be obtained from an accredited college or university; and be it further

RESOLVED, (C) The above educational incentives are non-cumulative, i.e., employees are eligible to receive only one incentive or the other, not both; and be it further

RESOLVED, (D) This incentive will be *in addition* to the current incentive for completion of the department required J.A.C. program.

**B-R&F 3-06 AM CDF FORM 212 ( SEASONAL EVALUATION)**

RESOLVED, (A) That the evaluated employee be allowed to submit a written response within 30 days of receipt of the evaluation. That the CDF 212 be modified to include a line reading similar to:



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“Employee wishes to submit a written response to this evaluation, Yes \_\_\_\_\_ No \_\_\_\_\_.” That any written response remain attached to the evaluation as long as the evaluation is a part of the employee’s official personnel file.

RESOLVED, (B) That any negative comments on the employee’s evaluation be substantiated, in writing, by the supervisor and be made part of the evaluation, and be it further

RESOLVED, (C) That this resolution be moved into continuing CDF Firefighters Policy.

**B-R&F 5-06AM PAY EQUITY FOR BATTALION CHIEFS**

RESOLVED, (A) CDF Firefighters negotiate a starting pay rate for Battalion Chief (72hr) at 5% above the top step Fire Captain B range; and

RESOLVED, (B) That the hourly rate of pay be calculated on the 56 hour clock; and

RESOLVED, (C) That all hours worked over 56 hours a week be compensated at 1 ½ times the hourly rate, and be it further

RESOLVED, (D) That this resolution be moved into continuing CDF Firefighters Policy.

**B-R&F 6-06 AM FIREFIGHTER 1 PAY CALCULATION**

RESOLVED, (A) That CDF Firefighters negotiate Firefighter 1’s pay be calculated on a 56 hour work week; and

RESOLVED, (B) That all hours worked over 56 in a week be compensated at 1 ½ time.

RESOLVED, (C) That this resolution be moved into continuing CDF Firefighters Policy.

**B-R&F 7-06 AM SAFETY RETIREMENT FOR FIRE PREVENTION SPECIALISTS (FPS)**

RESOLVED, (A) The FPS’s should receive retirement commensurate with the responsibilities assigned to the position; and be it further

RESOLVED, (B) The position of the FPS receive Enhanced retirement compensation, as per SB 400 for regular state safety not POFF Safety Retirement, and be it further



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RESOLVED, (B) That this resolution be moved into continuing CDF Firefighters Policy.

**B-R&F 8-06AM ELIMINATE SHIFT PATTERNS 2&4 (8.2.4.2.2/8.2.4.2.4)**

RESOLVED (A), The standard work shift patterns 1 & 3 be the only work shift patterns for all Fire Protection Employees in 8.2 and incorporated into the appropriate section in the MOU; and be it further

RESOLVED (B), That shift patterns 2 & 4 be removed from the MOU as an approved work schedule; and be it further

RESOLVED (C), The incorporation of this schedule shall result in no loss of benefits for our members.

RESOLVED (D) This resolution be moved into continuing CDF Firefighters policy.

**B-R&F 1-07 LIVING QUARTERS FOR ACADEMY PERSONNEL**

RESOLVED, (A) That dedicated living quarters be established at the academy for employees assigned to the academy.

**B-R&F 2-07 OVERTIME OF LESS THAN ONE DAY FOR ACADEMY PERSONNEL**

RESOLVED, (A) That CDF Firefighters use whatever action is necessary to achieve a similar overtime policy for partial days at the academy; and be it further

RESOLVED, (B) This policy guarantees a minimum of 12 hours of compensation.

**B-R&F 5-07 BATTALION CHIEF WORK WEEK**

RESOLVED, (A) CDF Firefighters take whatever action necessary to ensure 72-hour battalion chiefs are compensated on a 56-hour clock for all hours worked including planned and unplanned overtime; and be it further

RESOLVED, (B) That this become CDF Firefighters policy.

**B-R&F 6-07 BETTER DATABASE FOR REPRESENTATION OF EMPLOYEES**

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RESOLVED, (A) CDF Firefighters State Rank and File Director be tasked to develop a database tracking Skelly hearings, type of actions the employee is charged with, CAL FIRE officer signing action, CAL FIRE Skelly officer, and decision rendered by the Skelly officer; and be it further

RESOLVED, (B) CDF Firefighters Rank and File Director be allowed until 12-13-08 to complete this project; and be it further

RESOLVED, (C) CDF Firefighters Rank and File Director be allowed to solicit help from district and chapter rank and file reps as needed and approved by the executive board to complete this project; and be it further

RESOLVED, (D) That this resolution result in no dues increase to members; and be it further

RESOLVED, (E) That this become CDF Firefighters policy.

**B-R&F 7-07 FFI COMPENSATION**

RESOLVED, (A) CDF Firefighters take whatever action necessary to insure that the FF I classification is compensated on a 56 hour/week clock for all hours worked including planned and unplanned overtime; and be it further

RESOLVED, (B) That this become CDF Firefighters policy.

**B-R&F 11-07AM INCORPORATE FLSA OVERTIME PAY INTO REGULAR  
PAYCHECK**

RESOLVED, (A) That CDF Firefighters do whatever it takes to consolidate our regular monthly salary and our regular FLSA overtime pay into a single monthly paycheck without any loss of pay.

RESOLVED, (B) That CDF Firefighters take whatever action necessary to achieve the intent of MOU section 5.3.4.

**B-R&F 12-07 INCLUDE SECTION 8.4 EMPLOYEES BACK INTO SECTION 8.14 IRS  
(IMMEDIATE RESPONSE STATUS) OF MOU**



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RESOLVED, (A) CDF FIREFIGHTERS take appropriate actions necessary to have Section 8.4 of the MOU reinstated back into Section 8.14 IRS under the following conditions:

Daily compensation while assigned to an incident shall be for a minimum of 16 hours;  
Travel time to and from the incident will not be effected by this minimum;

16 hours may be exceeded if actually worked under the direction of the IC or their designee;

This 16 hour minimum shall revert to a 24 hour minimum, when for whatever reason, the employee is required by their incident assignment to be immediately available, required to remain at the incident during off hours or hotel rooms are not afforded within a reasonable and safe driving distance from the incident and/or sleeping arrangements are only available at the incident facilities; be it further

RESOLVED, (B) Upon adoption, this resolution becomes CDF Firefighters policy.

**B-R&F 14-07 WORK WEEKS FOR SECTION 8.4 EMPLOYEES**

RESOLVED, (A) CDF FIREFIGHTERS take appropriate actions necessary to have Section 8.4 of the MOU changed to include the 9-80 work week added to the two other work weeks already allowed at management's option; and be it further

RESOLVED, (B) Upon adoption, this resolution becomes CDF Firefighters policy.

**B-R&F 15-07 REINSTATE THE AIR OPERATIONS OFFICER SERIES INTO “  
FIRE PROTECTION EMPLOYEE” CLASSIFICATION**

Resolved, (A) Take appropriate action to move the Air Operation Officer Series from 8.4, Other Classes, to 8.2, Fire Protection Employees, of the MOU; and be it further

Resolved, (B) The series be assigned to a duty week as stated under 8.2.3.1 and a shift pattern the same as the Forestry Pilot under 8.2.4.1.

**B-R&F 16-07 AM PAY DISPARITIES CORRECTIONS FOR UNIT 8, SECTION 8.4  
EMPLOYEES**

RESOLVED, (A) CDF FIREFIGHTERS take appropriate action necessary at negotiations with DPA to bring out from under the table the issues relating to pay equity increases for all of Section 8.4 in conjunction with all of Unit 8; and be it further



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RESOLVED, (B) From that point on, CDF FIREFIGHTERS shall strive to continue to gain pay raises and benefits for the entire membership equally, with an all for one and a one for all attitude with no brother or sister left behind. As part of our total force in CAL FIRE all of Unit 8 needs to remain a total force in supporting our brothers and sisters in the department to remain strong; and be it further

RESOLVED, (C) Upon adoption, this resolution becomes CDF Firefighters policy.

**B-R&F 17-07 SEASONAL STEP INCREASES FOR FIREFIGHTER I/FORESTRY AIDE**

RESOLVED, (A) CDF FIREFIGHTERS take appropriate actions necessary to have the department's management in all CAL FIRE units recognize the accrued time in each position to count for time accrued for receiving step increases in either position of Forestry Aide or Firefighter I; and be it further

RESOLVED, (B) CDF FIREFIGHTERS take whatever actions they deem necessary to have Section 17.3 of the MOU modified to include Forestry Aide seasonals or change this section to seasonal wages instead of Firefighter I wages specifying that seasonals are Firefighter I's or Forestry Aides; and be it further

RESOLVED, (C) Upon adoption, this resolution becomes CDF Firefighters policy.

**B-R&F 20-07 SCHEDULE HOURS VERSUS HOURS OF NEED**

RESOLVED, (A) CDF Firefighters do all that is necessary to ensure that CAL FIRE fills behind employees with the same scheduled hours and maintain staffing levels.

**B-R&F 21-07 ELIMINATE SHIFT PATTERN 9 (8.2.4.4.1) FROM BARGAINING UNIT 8**

RESOLVED, (A) The standard shift patterns for Fire Captain B's shall be shift patterns 1 & 3; and be it further

RESOLVED, (B) That shift pattern 9 be removed from the MOU as an approved work schedule; and be it further

RESOLVED, (C) The incorporation of this schedule shall result in no loss of benefits to our members; and be it further

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RESOLVED, (D) That this become CDF Firefighters Policy.

**B-R&F 22-07 AM STANDBY TIME**

RESOLVED, (A) Delete 8.2.2.7 from the MOU

RESOLVED, (B) Amend 8.8.3.2 to read: Except when a select call-staffing pattern is in effect, the standby response time criteria for Fire Captains A / B and HFEO's shall be 60 minutes (en route to assignment). When a select call-staffing pattern is in effect, the standby response time is 30 minutes (en route to assignment). If the employee cannot meet the required response times he/she may be required to remain at the work location. The unit chief may, at the request of an employee, waive the response time, and be it further

RESOLVED, (C) That this become CDF Firefighter policy.

**B-R&F 1-08 AIR OPERATIONS**

RESOLVED, (A) That CDF Firefighters support, lobby and bargain with CAL FIRE to restrict the use of the Air Operation Officers I, II, and III from working overtime behind CAL FIRE Forestry Pilots; and be it further

RESOLVED, (B) That this will become a position of the CDF Firefighters

**B-R&F 2-08 COST RECOVERY OF UNION TIME AND EXPENSES ON PREVIOUSLY CASES**

RESOLVED, (A) That CDF Firefighters pursue the means necessary to hold the state accountable for all costs associated with having to fight the state for violations that the state has been previously found guilty.

**B-R&F 4-08 AM CONSIDERATION OF ADDING SHIFT PATTERN THAT APPLY TO THE CLASSIFICATION OF FIRE CAPTAIN SPECIALIST.**

RESOLVED, (A) To add an additional shift to the Unit 8 MOU consisting of a duty week for the classification of Fire Captain Specialist as follows; Shift Pattern 1

**B-R&F 5-08 PURCHASED OF RETIREMENT SERVICE CREDITS**



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RESOLVED, (A) That CDF Firefighters, either through negotiations or legislation, obtain this benefit through CalPERS, the ability for BU-8 members to purchase service credit for their time during lay-offs.

### **B-R&F 10-08 FFII AND FAE SUPPLEMENTAL EXAM PROCESS**

RESOLVED, (A) That CDF Firefighters do everything possible to have CAL FIRE return to a more comprehensive and fair testing process for hiring & promoting its fire protection employees in the Firefighter II and Fire Apparatus Engineer classifications administered by the SPB, and be it further

RESOLVED, (B) that a comprehensive testing process shall encompass written testing, oral testing, and a physical fitness test

### **B-R & F 12-08 VOLUNTARY INTRA – UNIT REASSIGNMENTS**

RESOLVED, (A) That CDF Firefighters through the bargaining process work to change the language in Section 9.1.4 that management must make it known to the candidate in writing in the job announcement and in the interview process that the assignment has up to a two year requirement; and be it further

RESOLVED, (B) That if management fails to make the length of commitment known to the employee prior to the appointment, then management must accept a request for intra unit reassignment, and give consideration to the employee as outlined in the balance of section 9.1. Management's only exception would be in instances where they can show that the employee has been less than satisfactory in his/her job performance; and be it further

RESOLVED, (C) That this be a continuing policy resolution until such time as the intent of this resolution be added to the Bargaining Unit 8 MOU.

### **B-R&F 15-08 AM STEP INCREASE WHILE WORKING LT IN A DIFFERENT CLASS**

RESOLVED, (A) When you receive a merit increase in your LT class you also receive a merit increase in your permanent class.

### **B-R&F 2-09 AM FF I / FF II PAY INEQUITY**

RESOLVED, (A) That the FFII list is classified as open promotional; and be it further



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RESOLVED, (B) That DPA Rule 599.674 (b) would now apply and a FFI would receive a 5 percent pay increase for accepting a FFII appointment, and be it further

RESOLVED, (C) That CDF Firefighters work to get a CAL FIRE policy which guarantees that a FFI who takes a FFII position do so with an appointment to a pay scale that is equivalent to a 5% increase.

**B-R&F 1-10 AM OPEN LIST FIRE CAPTAIN MINIMUM TRAINING REQUIREMENTS**

RESOLVED, (A) That the union bargain with the state to add completion of Engineer , FAE or equivalent CFFJAC as a minimum qualification to the open fire captain application process and exam announcement.

**B-R&F 4-10 NON-PARAMEDIC CLASSIFICATION WORKING IN PARAMEDIC CLASSIFICATION**

RESOLVED, (A) CAL FIRE allow all members who promote or voluntarily transfer out of the paramedic classification the option to maintain their ability to work within the paramedic classification.

**B-R&F 5-10 AM INTRA-UNIT TRANSFER POLICY**

RESOLVED, (A) That approved intra-unit transfer requests from employees meeting the requirements and capable of performing the duties of the intra-unit (within unit) vacancy be honored prior to the selection of a candidate from the promotional list; and be it further

RESOLVED, (B) That in the case of more than one employee having an approved transfer request on file to a designated firehouse or battalion, that the employees affected go through a selection process designated by their respective assigned unit.

**B-R&F 5-11 AM BADGE RETENTION POLICY**

RESOLVED, (A) That a badge policy be developed for all permanent Bargaining Unit 8 employees that are currently assigned badges designating their agency rank affording them the opportunity to purchase their assigned badge(s) upon promotion and/or retirement.

RESOLVED, (B) Ability to purchase shall be in addition to MOU Section 5.10.2

**B-R&F 1-12 FIREFIGHTER I HOURS OF WORK**

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RESOLVED, (A) That Section 8.1.3 be changed to state “Notwithstanding the above, employees covered by this section who are assigned to training of 5 days or more in duration, including required travel, may at management’s option be assigned to work a 5-day training 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.”

**B-R&F 5-12 AM COMPREHENSIVE TESTING FOR ENTRY LEVEL FIREFIGHTERS**

RESOLVED, (A) CDF Firefighters work with CAL FIRE to develop and implement a comprehensive mandatory testing process for all entry level CAL FIRE suppression employees requiring an industry Fire Service standard firefighter testing process which would include a Fire Service based written entrance examination, a recognized Fire Service standard physical agility examination, DOJ (Department of Justice) background check and oral interview; and be it further

RESOLVED, (B) CAL FIRE’s future as a progressive, well-trained fire department depends on hiring the best candidates possible without resorting to a mediocre review process of a candidate’s paper resume; and be it further

RESOLVED, (C) CAL FIRE’s obligation to invest money in hiring the best candidates far outweighs the money and time spent on dealing with those individuals who could have been thoroughly screened at the beginning and not place a burden on the rest of the department to deal with a potential disciplinary or performance issue of an employee; and be it further

RESOLVED, (D) CAL FIRE should implement this test for all entry level, lateral entry, and open list positions; and be it further

RESOLVED, (E) That the comprehensive testing for entry firefighters be established within the CDF Firefighters Operating Procedures Manual Section 1500 as a position statement.

**B-R&F 6-12 FORESTRY AID PAY SCALE EQUITY**

RESOLVED, (A) Forestry Aides be moved to a six month pay step increase schedule to create equity between the two equivalent ranks.

**B-R&F 8-12 VACATION & HOLIDAY CARRY-OVER FOR NON PERMANENT EMPLOYEES.**

RESOLVED, (A) That CDF Firefighters bargain with the state to change this practice and give non-permanent employees the choice to cash out leave balances when separating.

**B-R&F 9-12 AM MOU SECTION 9.2.4 (RESUME REVIEW)**



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RESOLVED, (A) To have an employee association representative the Chapter Director or their designee attend and participate on each resume review to ensure the provisions of MOU Section 9.2.4., 9.2.5.3 and 9.2.5.4 are followed as to allow a fair and equitable transfer process.

**B-R & F 12-12 AM POST**

RESOLVED, (A) All vacancies (resulting from promotion, retirement, separation from service, or creation of new positions) shall be published on a state supported program such as “Share Point” at least four weeks prior to the start of the transfer process; and be it further

RESOLVED, (B) Vacancies shall be filled utilizing Article Nine of the current MOU, and be it further

RESOLVED, (C) This is subject to Intra-unit transfers only

**10-13 AMEND THE TRANSFER POLICY (MOU SECTION 9.20)**

RESOLVED, (A) Amend Section 9.2.5.2 by adding : “ All transfer candidates shall be notified that they are being considered for a vacant position being filled pursuant to Section 9.2 whether by interview, resume review, or any other approved hiring practice”; and be it further

RESOLVED, (B) Amend Section 9.2.5.2 by adding : “ The specific qualifications and objective criteria required to fill the position shall be provided to the applicants at the time they are notified of an interview, resume review, or any other approved hiring practice”: and be it further

RESOLVED, (C) Amend Section 9.2.5.4 by adding: “ In addition, for each special qualification that the applicant does not receive full credit for, the aggregate rating form will detail what the candidate was lacking in order to receive full credit. If a standard questionnaire or a locally produced scoring form was used, the aggregate rating form will also detail what the candidate was lacking in order to receive full credit.

**B-R & F 13-13 ALTERNATIVE ANNUAL LEAVE / VACATION CREDIT USAGE**

RESOLVED, (A) A leave credit management program be established and BU8 employees be offered any combination of the following three options for using leave credits; and

RESOLVED, (B) Current vacation bidding practices as stated in the MOU; and

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RESOLVED, (C) An annual cash buyout of a maximum of \$5000 in exchange for an equivalent amount of leave credit during the month of September only; and

RESOLVED, (D) Utilizing leave credits for adding total years of civil service within the department.

**B-R & F 17-13 AM FORCED OVERTIME POLICY**

RESOLVED, (A) ~~RESOLVED, (A)~~ Firefighter I's have first return rights to his or her Firefighter I job the following year regardless of accepting a limited promotion later in the same calendar year.

Develop/meet and confer on a fair, equal and consistent department forced overtime policy. Included in such policy will be the administration of a rotational list, class specific break down and priorities as well as geographic priorities and limitations.

**B -R & F 1-15 APPROVED VACATION FOR VOLUNTARY TRANSFERS 3-13 AM  
HFE0 TRAINING AND EMPLOYEES WHO PROMOTE DEVELOPMENT PROCESS  
(T & D)**

RESOLVED , (A) CAL FIRE Local 2881 negotiate to remove MOU section 10.2.5.4, allowing employees who voluntarily transfer or promote to keep their approved MOU vacation.

**BR & F 4-15AM PAY PARITY**

CDF Firefighters shall work A) That CAL FIRE Local 2881 leadership propose that CPF in conjunction with our political staff seek legislative action to provide for pay parity for CAL FIRE Local 2881 members, similar to what is enjoyed by our brothers and sisters of the CHP department to establish a clear set of requirements and guidelines that supervisors and employees shall follow to enter into a T & D assignment; and be it further

RESOLVED, (B) That this resolution becomes policy and is included in the position statements of CAL FIRE Local 2881 Operating Procedures Manual Section 1500.

**BR & F 5-15 CREATION OF A PAY INCENTIVE, STIPEND/RETENTION BONUS  
AVAILABLE FOR ALL BARGAINING UNIT 8 MEMBERS WHO PARTICIPATE IN  
DEFINED SPECIALIZED PROGRAMS**

RESOLVED, (A) That a list is established identifying all specialty assignments in all classifications that exceed minimum qualifications and/or are of such nature that the specialty assignment or training exceeds normal expectations of the position; and be it further



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RESOLVED, (B) That this established list of specialty categories should include but not be limited to: EMT, specialty fire ground operations, law enforcement, qualified non-classified positions, and higher education; and be it further

RESOLVED, (C ) That these identified specialties that requirements shall be known and achievable so that every employee has an opportunity to succeed and progress within our members are trained and assigned to work will be given a salary increase expressed in percentage of earned income of the classification or by the same method that FCB and paramedics are compensated; and be it further.

RESOLVED, (D) That the completed specialty list and percentage increases for each position be included in the CAL FIRE Local 2881 Policy Section 1500.

**BR & F 9-15 - FIREFIGHTER I RIGHT TO EMPLOYMENT**

RESOLVED, (A) Firefighter I's have first return rights to his or her Firefighter I job the following year regardless of accepting a limited promotion later in the same calendar year.

**BR & F 2-16 AM Firefighter I Classification Under Section 8.2 of BU8 MOU**

RESOLVED, (A) CAL FIRE Local 2881 immediately begin negotiations with the department to include Firefighter I's under Section 8.2 of BU8's MOU; and be it further

RESOLVED, (B) Once included in Section 8.2 of BU8's MOU, the Firefighter I classification would be subject to all terms of Section 8.2 similar to a Firefighter II, including, but not limited to a 56-hour EDWC clock and assignment of only Shift Patterns 1 and 3

**BR & F 8-16AM Limited Term Employment Offer Ending Upon Permanent Appointment**

RESOLVED, (A) CAL FIRE Local 2881 work with the department to immediately end the practice of rescinding or terminating an LT offer solely due to the employee accepting a permanent offer in a lower classification; and be it further

RESOLVED, (B) Employees who accept a permanent position in a lower classification to their current LT assignment or offer should be offered the option to:

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- C) End the LT assignment or offer and report to the new permanent assignment immediately; or
- D) Retain the LT assignment or offer until the LT assignment would have otherwise ended and then report to the new permanent assignment; and be it further

RESOLVED, (C) The options in RESOLVED.(B) shall be at the employee's sole discretion and shall be permissible regardless of whether the LT and permanent positions are in the same or different CAL FIRE administrative units; and be it further

RESOLVED, (D) Language as to the terms of the agreement reached between CAL FIRE Local 2881 and the department pursuant to RESOLVED (A) shall be added to BU8's MOU.

**BR & F 9-16 Paramedic License Reimbursement**

RSOLVED, (A) CAL FIRE Local 2881 immediately work with the department to ensure that all employees who are required to maintain medical certification as a condition of employment are reimbursed for expenses associated with maintenance of their pre-hospital medical certification, whether EMR, EMT, EMT-advanced, paramedic, or similar level of training, so long as such certification is utilized to meet the minimum requirements of the employee's current position; and be it further

RESOLVED, (B) Such reimbursement cover at a minimum 100% of state and/or local EMSA certification/license renewal, state and/or local EMSA required CE hours, and any state and/or local EMSA required classes, such as ACLS, PHTLS, PALS, BTLS, and similar classes; and be it further

RESOLVED, ( C) Should the state in the future mandate national certification, such as that provided through the National Registry of EMTs, all costs associated with maintenance of national certification be included with those reimbursements covered under RESOLVED (C); and be it further

RESOLVED, (D) Such reimbursement or other compensation be the same for all employees possessing similar certification/license levels so long as such certification/licensure meets the minimum medical training for the position to which the employee is assigned; for example, an employee holding a state paramedic license and assigned to a non-ALS field position would receive the same license maintenance reimbursement as an employee holding a state paramedic position.



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**BR & F 10-16AM Staffing Pattern Pay**

RESOLVED, (A) That Local 2881 Bargaining Team work towards an increase in pay for all employees affected by a staffing pattern working their regular shift hours during staffing patterns (for either of the following: In the unit, covering another unit, or assigned to an incident), to a minimum of 1.5 times their normal hourly pay rate for the time the staffing pattern is in effect; and be it further

RESOLVED, (B) That the Local 2881 Bargaining Team work towards an increase in pay for all employees during a staffing pattern on duty and not working their regular shift hours during staffing patterns (for either of the following: in the unit, covering another unit or assigned to an incident), to a minimum of double their normal hourly pay rate for the time the staffing pattern is in effect.

**BR & F 12 – 16 Uniform Allowance**

RESOLVED (A) CAL FIRE Local 2881 immediately commission CAL HR to conduct a thorough review of BU8's uniform and boot allowances pursuant to California Government Code Section 19850.3; and be it further

RESOLVED, (B) Immediately upon receipt of CAL HR's review described in RESOLVED (A), if not sooner, CAL FIRE Local 2881 begin negotiations to provide for a uniform and boot allowance package that is at least as comprehensive as BUS's as outlined in their 2010 MOU; and be it further

RESOLVED, (C) The annual uniform allowance be sufficient to at a minimum cover the cost of seven t-shirts, seven pairs of pants, one hat, one belt with buckle, one sweatshirt, and one button down shirt, in addition to a monthly allowance for maintenance and cleaning, a specified allowance upon academy completion, and an annual boot allowance; and be it further

RESOLVED, (D) In light of the premature deterioration of boots due to heavy usage in harsh environments and the constant upkeep required of boots including the need for polish, wax, and other leather treatments, CAL FIRE Local 2881 not compromise the current boot allowance while negotiating any other terms of the MOU, including uniform allowance; and be it further

RESOLVED, (E) This negotiation become a priority for CAL FIRE Local 2881 when negotiating the next MOU.



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**BENEFITS SUPERVISOR COMMITTEE**

**B-SUP 1-08AM TO HAVE SUPERVISOR 4C EMPLOYEES ON EMERGENCY INCIDENTS SWITCHED TO WORK WEEK 2 TO BE COMPENSATED AT TIME AND A HALF FOR EMERGENCY ASSIGNMENTS**

RESOLVED, (A) CDF Firefighter take the appropriate actions necessary to see that all Supervisorial 4C employees be converted to the work week group 2 during emergency incidents, and therefore be it

RESOLVED, (B) The compensation rate will become a hourly time and a half compensation, at portal to portal, while assigned to an emergency, from the beginning of the incident to the end of the incident, and therefore be it

RESOLVED, (C) That the compensation rate be based on all pay benefits instead of the current ICA with differential pay, and therefore be it

RESOLVED, (D) Upon adoption, this resolution becomes CDF Firefighters policy.

**HEALTH, SAFETY AND INSURANCE COMMITTEE**

**HS&I 10-92 AM EMPLOYEE HEALTH & SAFETY**

RESOLVED, (A) CDF FIREFIGHTERS seek through appropriate means, an exercise room in all new CDF facilities and/or exercise equipment for improving strength fitness; and be it further

RESOLVED, (B) That this be a continuing policy.

**HS&I 8-93 OPERATING HEAVY EQUIPMENT**

RESOLVED, (A) That CDF FIREFIGHTERS take whatever steps necessary to assure that only employees who have successfully completed an academy approved equipment operators course be authorized to operate CDF transports, dozers, motor grades and loaders; and be it further

RESOLVED, (B) That this be a continuing policy of CDF FIREFIGHTERS.

**HS&I 12-93 AM BULLDOZER UNIT SWAMPERS**



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RESOLVED, (A) That CDF FIREFIGHTERS take whatever action to have the department provide firefighter swamper positions, without removing a firefighter from an engine, for CDF bulldozer units; and be it further

RESOLVED, (B) Adequate training would be given to the firefighter dozer swamper prior to filling the position; and be it further

RESOLVED, (C) That this be a continuing policy of CDF FIREFIGHTERS.

**HS&I 6-94 HFEO E.R.P. SUPERVISION**

RESOLVED, (A) That CDF FIREFIGHTERS strive to keep the above supervisory status year-round, but at the very least, the HFEO's would be supervised appropriately for the Emergency Response Period; and be it further

RESOLVED, (B) That this be a continuing resolution.

**HS&I 5-97AM SCHEDULE A STAFFING LEVELS**

RESOLVED, (A) CDF Firefighters' policy will be to have CDF establish a minimum staffing level on Schedule A engines and truck companies; and be it further

RESOLVED, (B) CDF Firefighters take whatever action necessary to make this minimum staffing level consist of at least three (3) paid permanent personnel for Schedule A engines and truck companies; and be it further

RESOLVED, (C) Existing contracts and/or positions not be jeopardized by this policy; and be it further

RESOLVED, (D) This be a continuing resolution until resolved.

**HS&I 6-97AM SUPERVISION LIMIT**

RESOLVED, (A) That a camp manager shall not place a Fire Captain B in jeopardy by requiring him/her to supervisor more than one crew; and be it further

RESOLVED, (B) That a Fire Captain B should only supervise a maximum of 20 inmates/wards; and be it further

RESOLVED, (C) That this be a continuing resolution.



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**HS&I 2-99AM PEAK SEASON STAFFING FOR DOZERS**

RESOLVED, (A) CDF Firefighters take whatever action necessary to require 24 hour-a-day, 7 days per week, staffing for all fire dozers during each ranger unit's peak fire season; and be it further

RESOLVED, (B) This be a continuing resolution until achieved.

**HS&I 4-99AM TRAINING FOR LT FF II AND FF I WORKING SCHEDULE A AND AMADOR POSITIONS**

RESOLVED, (A) The department and CDF Firefighters develop a policy that states all firefighters shall be fully and properly trained to all state and federal recognized standards before being assigned to an apparatus and this be a continuing resolution until achieved

**HS&I 8-99 LYME DISEASE VACCINATION**

RESOLVED, (A) CDF Firefighters negotiate with the department to provide vaccinations for Lyme disease to employees at no cost to the employees within Bargaining Unit 8; and be it further

RESOLVED, (B) This be a continuing resolution until achieved.

**HS&I 9-99 RADIO COMMUNICATIONS**

RESOLVED, (A) CDF Firefighters take the necessary steps with the department to ensure all emergency vehicles have an adequate number of handie talkies available for every CDF firefighter assigned to that vehicle; and be it further

RESOLVED, (B) This be a continuing policy until achieved.

**HS&I 11-99 AUTOMATIC DEFIBRILLATORS**

RESOLVED, (A) That CDF Firefighters recognize automatic defibrillators as an essential piece of equipment needed to protect the lives of citizens and firefighters; and be it further

RESOLVED, (B) That CDF Firefighters take whatever action necessary to ensure said apparatus will be equipped with one automatic defibrillator and staffed with personnel who have had the proper training in its application; and be it further



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RESOLVED, (C) That CDF Firefighters work to secure a physician to act as the department's medical director so that our personnel may provide medical aid without adhering to county boundaries; and be it further

RESOLVED, (D) That this be a continuing policy until achieved.

### **HS&I 13-99 HEPATITIS A VACCINATION**

RESOLVED, (A) That CDF Firefighters negotiate with the department to provide vaccinations against Hepatitis A to employees, at no cost to the employee within Bargaining Unit 8; and be it further

RESOLVED, (B) This be continuing until achieved.

### **HS&I 2-01 FIRE APPARATUS SAFETY/PERFORMANCE**

RESOLVED, (A) The California Department of Forestry and Fire Protection specify that all future acquisitions of fire apparatus must be able to maintain posted roadway speeds, including both rural mountain and urban interstate roadways.

### **HS&I 2-02 TUBERCULOSIS SCREENING AND TESTING**

RESOLVED, (A) CDF Firefighters will negotiate to begin an immediate screening and testing of all fire protection classes for tuberculosis; and be it further

RESOLVED, (B) This be a continuing resolution of CDF Firefighters until achieved.

### **HS&I 1-05 LIABILITY INSURANCE FOR CHAPTER OFFICERS AND REPRESENTATIVES**

RESOLVED, (A) That CDF Firefighters provide liability insurance coverage to include all chapter officers and representatives (chapter director, alt. chapter director, treasurer/secretary, rank & file and supervisor representatives) that are allowed in the CDF Firefighters Policy and Procedures Handbook, Chapters, section, and be it further

RESOLVED, (B) Whenever there is a change in chapter officers or representatives that are provided this coverage, the CDF Firefighters headquarters office will be notified within five (5) days of the person being sworn in.



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**HS&I 2-05 ECC STAFFING**

RESOLVED, (A) That CDF Firefighters work with CDF and the State Board of Forestry and Fire Protection to increase the Blue Book Staffing in ALL CDF Command Centers; and be it further

RESOLVED, (B) That because our lives depend on the Dispatcher Clerks who staff a majority of ECC's, we work with CDF to reclassify that position to one more suited to the current job such as Communication Officer I & II.

**HS&I 5-05 BULLDOZER SERVICE UNITS**

RESOLVED, (A) CDF FIREFIGHTERS take whatever action necessary to provide a refueling capable 4x4 service unit to each fire control dozer unit statewide, regardless of type.

**HS&I 6-05AM T&D CRITERIA FOR HFEO**

RESOLVED, (A) All HFEO T&D candidates must possess the minimum BULLDOZER qualifications for the HFEO classification PRIOR to commencement of the T&D assignment; and be it further

RESOLVED, (B) All HFEO T&D candidates must complete the testing process and obtain position on the open list prior to appointment to HFEO; and be it further

RESOLVED, (C) That prior to permanent appointment to HFEO, successful completion of the heavy fire equipment operator module at the academy must be obtained.

**HS&I 7-05 BULLDOZER SUPPORT ON OUT-OF-COUNTY ASSIGNMENTS**

RESOLVED, (A) ECC's fill all out-of-county requests with a complete dozer unit, which includes a dozer tender and a relief operator; and be it further

RESOLVED, (B) The dozer tender with relief operator be sent within 12 hours of the original request.

**HS&I 9-05 VALLEY FEVER (COCCIDIOMYXIS) PRESUMPTIVE ILLNESS**

RESOLVED, (A) That CDF Firefighters use all means possible to change Section 10.8 to include Valley Fever (Coccidiomycosis) as a presumptive illness, qualifying for Enhanced Industrial Disability Leave that does not have to be specific to "responding to, returning from, or fighting active fire as defined in PRC 4103, 4104, 4170, and 4170.5", and





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RESOLVED, (B) Be it further that this resolution be moved into CDF Firefighters Policy until achieved.

**HS&I 10-05 PEACE OFFICER BODY ARMOR REPLACEMENT**

RESOLVED, (A) The CDF Firefighters Board of Directors (or the Peace Officers Committee, if formed) work with the Department to develop policy requiring vest replacement as per the manufacturer specifications.

**HS&I 1-06AM PRESUMPTIVE LUNG DISEASE**

RESOLVED, (A) That CDF Firefighters take immediate action to have the following language added to the labor code: "The legislature finds that the employment of fire fighters exposes them to smoke, fumes, and toxic or chemical substances. The legislature recognizes that fire fighters as a class have a higher rate of respiratory disease than the general public. A firefighter who suffers from any disease or illness of the lungs or respiratory tract that results in death or total or partial disability is presumed to have contracted the disease or illness during the course and scope of employment as a firefighter. This section does not apply to a fire fighter who develops a lung condition and who is a regular and current user of tobacco products. For purposes of this rule, tobacco products are limited to those that are smoked, including cigarettes, pipes and cigars."

**HS&I 2-06 UNIFORM SHORTS ALLOWED WHILE ASSIGNED TO OR INVOLVED IN WATER RESCUE OPERATIONS.**

RESOLVED, (A) CDF FIREFIGHTERS take whatever action necessary that CDF provide their employees with a uniform shorts policy; and be it further

RESOLVED, (B) CDF approve a professional Class C uniform consisting of navy blue utility or BDU style shorts, which would be made from lightweight, breathable material; and be it further

RESOLVED, (C) This uniform would consist of either a work uniform shirt or navy blue CDF t-shirt, appropriate footwear accompanied by white socks, and belt; and be it further

**HS&I 3-06AM PHYSICAL ABILITY TESTING**

RESOLVED, (A) That CDF Firefighters take the necessary steps in improving our current outdated physical agility testing to the industry standard of physical ability testing (CPAT), as administered by CFFJAC; therefore be it

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RESOLVED, (B) That the entry-level Firefighter I classification is included in this testing procedure; and

RESOLVED, (C) That this becomes CDF Firefighter policy

**HS&I 1-07 CAL FIRE ENGINE COMPANY MINIMUM STAFFING**

RESOLVED, (A) This minimum staffing model will provide CAL FIRE with more effective, and safer fire ground operations and accountability. The National Fire Protection Association recommends a minimum of four firefighters responding on or with each apparatus. The study data showed that four-person staffing led to a 23.8 % reduction in injuries, a 25% reduction in time lost injuries and a 71% reduction in time lost due to injury when compared to three-person staffing; and be it further

RESOLVED, (B) CDF Firefighters employ all means necessary to ensure that the minimum staffing on all CAL FIRE engine companies be one fire captain, one engineer and two firefighters.

**HS&I 2-07 SEASONAL MOVING FROM FIREFIGHTER I'S TO FORESTRY AIDES OR THE OTHER WAY AND HAVING TO MEET OSHPRO RPP REQUIREMENTS EACH TIME THEY ARE REHIRED WITH LESS THAN THREE MONTHS OFF WITHIN EACH NINE-MONTH PERIOD OF EMPLOYMENT**

RESOLVED, (A) CDF FIREFIGHTERS take appropriate actions necessary to have the department change its policies to allow seasonal employees when rehired with less than 3 months off and within less than 12 months of their last RPP review and clearance to be cleared for hiring by simply having them sign a new form stating nothing has changed in their health to require additional review or require additional FIT testing be performed; and be it further

RESOLVED, (B) Upon adoption, this resolution becomes CDF Firefighters policy.

**HS&I 4-07 INCREASED ACCESS BY FIREFIGHTER I'S TO THE EMPLOYEE ASSISTANCE PROGRAM**

RESOLVED, (A) CDF Firefighters shall work with CAL FIRE to provide all Firefighter I's who have worked at least 60 continuous days in any one fire season one year of access to the Employee Assistance Program. The one year of access shall start on the first day of employment for each new fire season. These seasonal employees would be entitled to seven (7) visits per problem type as defined by the current regulations associated with the Employee Assistance Program as offered by the state of California.



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**HS&I 5-07AM SAFE TRAVEL FOR PLANNED NEED INCIDENT  
ASSIGNMENTS**

RESOLVED, (A) That CDF Firefighters work with CAL FIRE to address the issue of safe travel for out of unit “planned need” assignments with respect to extended hours driving and sleep deprivation; and be it further

RESOLVED, (B) That all parties involved work together to foster a clear and unambiguous policy that creates an environment where individuals are encouraged to honestly describe their level of fatigue at the time when they are assigned an out of unit assignment that requires extensive driving.

**HS&I 8-07 PAYROLL DEDUCTION FOR AFLAC INSURANCE**

RESOLVED, (A) That CDF Firefighters, through whatever action necessary, achieve the ability to have payroll deductions at the employees’ request made to AFLAC for premiums on supplemental insurance policies.

**HS&I 2-08 HEALTH BENEFITS**

RESOLVED, (A) Bargaining Unit 8 should bargain for and secure additional benefits under our health care/mental health coverage. This additional benefit will add substance abuse treatment to all available plans; and be it further

RESOLVED, (B) This substance abuse treatment would include up to 45 days’ residential treatment and follow-up care per calendar year, per employee and immediate family member.

**HS&I 4-08 FORESTER I TRANSFERS**

RESOLVED, (A) Handbook section 1021.9.4 be changed to read:

Forester I to Fire Apparatus Engineer

Two years of permanent full-time experience in CDF as a Forester I; and successful completion of Basic Fire Control (COA and FFA) training.

Or

One year permanent full-time experience in CDF as a Forester I; and two years experience in CDF as a Forestry Assistant II; and successful completion of Basic Fire Control (COA and FFA) training.

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**HS&I 1-09 SCHEDULE B STAFFING LEVELS**

RESOLVED, (A) CDF Firefighters' policy will be to have CAL FIRE establish minimum staffing levels on Schedule B engines with a fire captain and engineer together; and be it further

RESOLVED, (B) CDF Firefighters take whatever action necessary to make the minimum staffing level consist of a fire captain, engineer, and a minimum of two (2) firefighters on Schedule B engines; and be it further

RESOLVED, (C) Upon adoption, this resolution becomes CDF Firefighters policy.

**HS&I 2-09 INMATE CREW STAFFING LEVELS**

RESOLVED, (A) CDF Firefighters' policy will be to have CAL FIRE have a fire captain and engineer together on each inmate fire crew; and be it further

RESOLVED, (B) CDF Firefighters take whatever action necessary to bring the supervision of inmate fire crews into line with nationally accepted standards of supervision; and be it further

RESOLVED, (C) CDF Firefighters take whatever action necessary to make the minimum staffing level consisting of a fire captain and engineer, thereby allowing better supervision, increased safety security and increased efficiency of inmate fire crews; and be it further

RESOLVED, (D) Upon adoption, this resolution becomes CDF Firefighters policy.

**HS&I 2-10 ONLINE EXPOSURE REPORTING**

RESOLVED, (A) That seasonal employees shall have the annual fee to participate in the CPF online exposure reporting system paid for in the same manner that permanent employees are.

**HS&I 3-10 STATEWIDE DATABASE/ EMPLOYEE DISMISSED WITH CAUSE**

RESOLVED, (A) That a data base be established by SPB to track dismissed CAL FIRE employees; and be it further

RESOLVED, (B) That this employee who has been dismissed for cause be removed from all lists, open or promotional, for a period of three years; and be it further



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RESOLVED, (C) That this data base be a read only by the unit personnel offices; and be it further

RESOLVED, (D) That the data base information be entered by SPB only; and be it further

RESOLVED, (E) Any employee entered into this data base be so for a period of three years minimum; and be it further

RESOLVED, (F) That this data base be maintained indefinitely; and be it further

RESOLVED, (G) That the pursuit of this resolution continues until attained; and be it further

RESOLVED, (H) That upon adoption of this resolution, it becomes CAL FIRE policy.

**HS&I 1-11 MEDICAL TESTING**

RESOLVED, (A) CDF Firefighters establish a position of supporting improved department-provided medical testing for its members; and be it further

RESOLVED, (B) CDF Firefighters use whatever means necessary to get the department to establish a policy of providing medical testing results of all department required and provided medical tests to the individual employees tested by the department or its contractors within 60 days or a reasonable time period of the test, and that these records be kept confidential when being routed to the employees; and be it further

RESOLVED, (C) CDF Firefighters use whatever means necessary to get the department to provide and pay for baseline medical testing for employees and periodic re-tests for all employees during their careers with CAL FIRE, and that the results of these tests be provided confidentially to the employees after each test; and be it further

RESOLVED, (D) That these medical and baseline tests include but are not limited to blood tests including (SMAC 20), health risk appraisal, medical health risk questionnaire, hands-on physical examination including vital signs, cardiovascular, pulmonary, gastrointestinal, lymph nodes, neurological, musculoskeletal, urinalysis, vision test, audiometry, and body composition by caliper, oncology testing, immunization and infection disease screening, heavy metal/special exposure screening, and any other testing procedure deemed necessary. The purpose of this testing is for long-term exposure testing; and be it further

RESOLVED, (E) That this baseline testing include heart monitor test (EKG), VO2 value calculated and body structure x rays for the purpose of being used over the course of the employee's career to determine future injuries, degeneration or heart damage; and be it further



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RESOLVED, (F) CDF Firefighters use whatever means necessary to get the department to establish a wellness fitness initiative type program similar to the model the IAFF has established throughout the nation; and be it further

RESOLVED, (G) This be a continuing resolution until achieved.

**HS&I 4-11 CALIFORNIA LABOR CODE**

RESOLVED, (A) That CDF Firefighters take legislative action to amend CLC 4850 to include CAL FIRE firefighters; and be it further

RESOLVED, (B) That the CLC amendment include all compensation (salary and extended duty week pay) to be used in the calculation of all benefits; and be it further

**HS & I 1-13 AM EMERGENCY INCIDENT REHABILITATION/WORK REST CYCLE**

RESOLVED, (A) To implement a guideline that adheres to the advice and standards that medical studies/research have provided for us at no cost for research to the department.

**HS & I 2-13AM UPDATE THE BUS MOU TO CURRENT STANDARDS**

RESOLVED, (A) That CDF Firefighters take whatever means necessary to change the language of MOU Section 11.12 to reflect the requirement of CAL FIRE to provide PPE including web gear that meets or exceeds NFPA Compliance.

**HS & I 3-13AM GROOMING STANDARDS**

RESOLVED, (A) That CDF Firefighters support and lobby change to Personal Procedures Handbook 1000 Section 1506 by removing the bullet point section “ Mustaches will not extend below the bottom of the upper lip, nor more than one-half inch beyond the corners of the mouth”; and be it further

RESOLVED, (B) That the following language be added to Section 1506, “ Mustaches are permitted as long as they do not interfere with the safe fitting and fit testing of any respiratory protection; and be it further

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RESOLVED, (C) That this be a position of the CDF Firefighters.

**HS & I 1-15AM HEALTH BENEFITS OPTIONS**

RESOLVED, (A) To have (a) health benefits committee look at other models, i.e. L.A. County Fire and CHP managed Health Care.

**HS & I 2-15 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
RURAL HEALTH CARE PROGRAM REINSTATEMENT**

RESOLVED, (A) That CAL FIRE Employees that reside in counties that would benefit from the Rural Health Care Program have that benefit extended to them to ease the financial hardship; and be it further

RESOLVED, (B) That if RESOLVED (A), cannot be obtained, a program similar in nature be established to assist those employees.

**RETIREMENT AND DISABILITY COMMITTEE**

**R&D 9-98AM LONG TERM DISABILITY BENEFIT**

RESOLVED, (A) As a benefit to the employee, the state of California will provide long-term disability insurance to all CDF Unit 8 employees; and be it further

RESOLVED, (B) This be provided at no cost to the employee; and be it further

RESOLVED, (C) This insurance will provide up to a minimum of two years coverage for each injury; and be it further

RESOLVED, (D) This remain as a continuing resolution

**R&D 13-98 INCREASE IN RETIREMENT PERCENTAGE**

RESOLVED, (A) That CDF Firefighters take whatever action necessary to increase the retirement formula to 3% multiplied by years of service at age 50, with no percentage increase after that; and be it further



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RESOLVED, (B) That this be a continuing policy until achieved.

**R&D 2-99 MAXIMUM RETIREMENT BENEFIT 25 YEARS SERVICE**

RESOLVED, (A) That age should not be the determining factor for service benefits alone; and be it further

RESOLVED, (B) CDF Firefighters vigorously pursue a retirement plan that allows 3.0 or better retirement after 25 years of service within CDF.

**R&D 1-00 NO LOSS OF EXISTING BENEFITS RELATED TO SICK LEAVE WITH DROP PROGRAM**

RESOLVED, (A) CDF Firefighters pursue whatever action necessary through legislation, bargaining, or the meet and confer process, to ensure the current right to extend service credit with unused sick leave is still allowable under the DROP program.

**R&D 1-02 RETIREMENT AND DISABILITY**

RESOLVED, (A) that CDF Firefighters take actions to improve the retirement and disability benefits of CDF employees

**R&D 2-02 ALL PERS CONTRIBUTIONS CALCULATED INTO RETIREMENT PAY**

RESOLVED, (A) CDF Firefighters bargain for, or by whatever means necessary, have both the State's and the employee's retirement contributions count as compensation when calculating final retirement pay, and be it further

RESOLVED, (B) that the preferred method for including the state's contribution would be to have it added to the normal salary and have it deducted before taxes as currently is done with the individuals contribution.

**R&D 1-05 SICK LEAVE CONVERSION FOR RETIREMENT**

RESOLVED, (A) That CDF Firefighters, either through negotiations or through legislation, provide for the use of accumulated sick leave by either of two methods below at the employee's option:

1. All accumulated sick leave time for service credit upon retirement as currently allowed.





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2. Conversion of any sick leave hours over 1000 at the 2 hours for 1-hour pay ratio as allowed for in the annual leave program once a year and/or at any time prior to retirement; and be it further

RESOLVED, (B) This be placed into CDF Firefighters operating policy.

**R&D 3-05 SAFETY RETIREMENT FOR FORESTRY LOGISTICS OFFICERS  
(FLO)**

RESOLVED, (A) That CDF Firefighters bargain for the FLO classification to be moved to a retirement formula or benefit, with the ultimate goal of safety 2% @ 50.

**R&D 4-05AM VALUE OF UNUSED SICK LEAVE TO BE CREDITED AS A  
CASH VALUE TOWARDS THE RETIREE'S CONTRIBUTION TOWARDS HEALTH  
BENEFITS**

RESOLVED, (A) All unused sick leave hours will receive a monetary value based on the 40 hour clock and placed in a health benefit offset holding account; and be it further

RESOLVED, (B) That the employee will be able to utilize the health benefit offset holding account to pay for the employee portion of their retiree health benefits until the account is exhausted

**R&D 1-07 4850 TIME**

RESOLVED, (A) That CDF Firefighters obtain for our membership, at a minimum, those benefits provided in Labor Code Section 4850; and be it further

RESOLVED, (B) Change or modify language in Sections 10.8 and 11.21 of the Memorandum of Understanding, in the upcoming bargaining sessions, to reflect the changes in Resolved A above; and be it further

RESOLVED, (C) That this be continuing policy.

**R&D 1-08 SURVIVING SPOUSE HEALTH BENEFITS**

RESOLVED (A) CDF Firefighters sponsor legislation that allows continued health benefits to a surviving spouse provided the surviving spouse was married to the primary member no less than six months prior to the date of death regardless of the retirement date of the member; and be it further



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RESOLVED (B) The Executive Board, working with our legislative team, see that such a bill is introduced when the “legislative climate” is conducive to making such a change.

**R&D 1-09 DENIED BENEFIT RETIREMENT PROGRAM**

RESOLVED, (A) CDF Firefighters take whatever action necessary to protect our Defined Benefit Retirement Program, and that this resolution be placed in the policy book.

**R&D 2-09AM UNION SAIT PARTICIPATION**

RESOLVED, (A) That SAIT trained, retired union members who are interested and available to participate in an investigation be hired by CAL FIRE as a retired annuitant, when an active CDF Firefighters member is unavailable to be assigned as the union representative to the SAIT.

**R&D 1-10AM EAP BENEFITS FOR RETIREES**

RESOLVED, (A) That CDF Firefighters seek to obtain for EAP benefits for retirees.