



**AGREEMENT**  
between  
**STATE OF CALIFORNIA**  
and  
**CDF Firefighters**  
covering

**BARGAINING UNIT 8**  
**FIREFIGHTER**

Effective  
**July 2, 2001 through June 30, 2006**

- 2.7.2 All hours shall be treated equal for purposes of this Section. Hours shall be recorded and used at the 40-hour clock. CDF FIREFIGHTERS shall provide verification, upon request, that any employee withdrawing from the bank was indeed on bona fide Association business.
- 2.7.3 Employees will voluntarily execute such necessary forms as provided by CDF FIREFIGHTERS and utilize a code number on their attendance report form, to be established by the Department, to authorize transfer of existing hours credit to or withdrawal from the Bank. The form provided by CDF FIREFIGHTERS shall include a box to indicate what amount of time is to be transferred. The Department shall keep records of donations by employees for examination and verification upon request by CDF FIREFIGHTERS. Such verification shall be provided no more than quarterly. The hours each employee contributes shall be transferred into the Bank, with a quarterly total of the hours available in the Bank to be provided CDF FIREFIGHTERS upon request.
- 2.7.4 Hours shall be donated in full-day increments and withdrawn in half-day increments.

## **Section 2.8 Full Time Release Time**

- 2.8.1 The State shall allow up to two full years of release time per year for the President of CDF Firefighters (or his/her designee) and one other designee to conduct legitimate Union business. Such full time release time shall result in no loss of compensation (salary or benefits).
- 2.8.2 Once each year, on or about November 30th, the employer shall buy down the leave credits of the President and the other designee (usually the Rank and File Representative) to either the (a) the normal carry-over maximum or (b) the amount the person brought with him/her into office, whichever is higher.

## **Section 2.9 Union Leaves**

- CDF FIREFIGHTERS shall have the choice of requesting an unpaid leave of absence or a union paid leave for a CDF FIREFIGHTERS bargaining unit official or steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this agreement. A union paid leave may be granted at the discretion of the affected department head or designee in accordance with the following:
- 2.9.1 The department head or designee receives a written request, signed by the employee and the authorized CDF FIREFIGHTERS representative, one (1) month prior to the planned effective date of the leave.
- 2.9.2 A union paid leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- 2.9.3 CDF FIREFIGHTERS agrees to reimburse the department for actual expenses related to the employee's salary and benefits for the whole time the employee is off on a union paid leave.

- 9.2.5.7.1 When a serious impact may result to on-going programs, particularly when several transfer requests from one unit are received simultaneously;
- 9.2.5.7.2 Employee is on probationary status;
- 9.2.5.7.3 When documented performance is below standard.
- 9.2.5.8 Disapproval of a transfer request requires documentation of the specific reasons for disapproval on or attached to the appropriate transfer form. The decision to disapprove a transfer request is grievable through the second level of the grievance procedure.
- 9.2.5.9 The transfer request, once approved, shall be sent by the employee's unit directly to the unit to which he/she has requested transfer.
- 9.2.5.10 To encourage cost effectiveness of the transfer policy, the appointing authority may evaluate and select candidates for positions by personal interviews or by resumes only, depending upon the circumstances surrounding a specific position(s). Interviews may be conducted by telephone.
- 9.2.5.11 Transfer approvals shall be at the same level as the delegated appointing authority.
- 9.2.5.12 Moving costs for voluntary transfers shall be borne by the employee. Travel and subsistence costs associated with any transfer interview shall be borne by the employee.
- 9.2.5.13 This transfer policy shall not apply to reassignments within a reporting/ranger unit or conservation camp within the geographical boundaries of a ranger unit.
- 9.2.5.14 A hardship transfer request once approved by the employee's Regional Chief shall be honored with the first position in the unit requested which is being filled on a permanent basis. Approval shall not be unreasonably withheld.

## **ARTICLE 10 – LEAVES**

### **Section 10.1 Holiday Policy**

- 10.1.1 Each calendar year Unit 8 employees shall be entitled to floating holidays with pay, all of which are in lieu of those pre-existing holidays listed below, which are in addition to any other official State holidays as proclaimed and appointed by the Governor, or as created by statute for State employees. These holidays shall be accrued on the day of the pre-existing holiday. The pre-existing holidays are: January 1, the third Monday in January, February 12, the third Monday in February, Cesar Chavez Day, the last Monday in May, July 4, the first Monday in September, the second Monday in October, Veterans Day, Thanksgiving Day, the day after Thanksgiving, December 25, and one personal holiday per calendar year, credited on January 1st.

- 10.1.2 If the location at which an employee is assigned to work is closed for business on a pre-existing holiday, the employee may be required to take the day off by his/her supervisor. Whenever an employee is required to take the day off, he/she may use any type of leave credit, following the appropriate guidelines as established for the particular type of leave.
- 10.1.3 Employees shall request their holiday time-off in advance and shall be allowed to take such holiday time-off in accordance with the vacation scheduling policy (Section 10.2) of this agreement. Holidays shall be taken in whole day increments except when additional hours are needed to meet the pay period requirement. After December 31, 2001, no more than six (6) holidays shall be carried over to the next calendar year. Excess carry-over will be treated as in the Vacation Policy.
- 10.1.4 Non-permanent employees shall accrue a personal holiday at the completion of every six (6) qualifying pay periods. Notwithstanding the above, no employee may accrue more than one (1) personal holiday in any 12 consecutive pay periods.
- Management may at its discretion, with a minimum of 24 hours notice, require a seasonal employee to use one or more of his/her personal holidays.
- 10.1.5 Holidays as used in this section are 10-hour days based on the 40-hour clock. For purposes of calculating the amount to be paid when cashing out a holiday, the following formula will be used.
- $$((\text{Monthly Salary} / 4.33) / 40) \times 10 = 1 \text{ day of holiday pay}$$
- 10.1.6 Employees may at their option cash out up to 4 holidays per fiscal year, provided that the Reporting Unit determines that it has the funds available to fund the cash-out. Holiday cash-out shall be done in a fair and equitable manner.

## **Section 10.2 Vacation Policy/Annual Leave Use Policy**

- 10.2.1 Introduction: The intent of this section is to provide guidelines to managers and employees for scheduling vacations and annual leave during the entire year, including the summer period.
- 10.2.2 Length of Vacation/Annual Leave: Each employee shall be allowed a minimum of two weeks (14 consecutive calendar days) annually, providing he or she has sufficient vacation/annual leave credits to cover the period of absence. Extended vacations/annual leave may be granted by management provided that the scheduling falls within these guidelines.