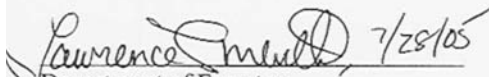


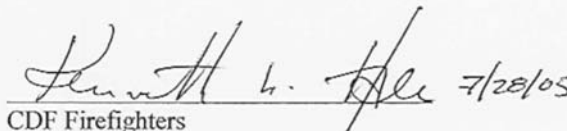
SETTLEMENT AGREEMENT

The State of California, Department of Forestry and Fire Protection (Employer), and CDF Firefighters (Union), as the exclusive representative for Bargaining Unit 8, in the interest of promoting harmonious labor relations and to avoid the uncertainties of litigation, in settlement of Grievance number 459/04-08-009-1A (Employer) 29993 (Union) and the Unfair Labor Practice Charge number SA-CE-1461-S, hereby agree that:

1. Employer acknowledges that Department personnel inadvertently denied the Union the opportunity to tape record interviews in those circumstances which brought about the above referenced grievance and unfair labor practice.
2. The Union agrees to withdraw, and here by does withdraw, in finality, both the grievance No. 29993 and the pending Unfair Labor Practice Charge (SA-CE-1461-S). The Union further agrees to notify both the Arbitrator and PERB of the withdrawal of each of these respective claims.
3. The parties agree to adhere to the taping guidelines stated below:
 - a. Taping will extend only to interviews where the employee has a right to a representative under PERB decisions and case law, and the employee has asked for a representative..
 - b. Taping does not extend to situations such as informal discipline counseling or routine, business discussions between CDF Bargaining Unit 8 employees and their supervisors.
 - c. Taping will apply when the employee being interviewed is the subject of the investigation or the respondent in an EEO complaint; and will not apply to situations where the CDF employee being interviewed is only a percipient witness to the subject of the interview, unless the witness has asked for a representative, and has a right to a representative, under PERB decisions and case law.
 - d. If a CDF employee tapes an interview, the employee must sign an agreement that the employee is responsible for limiting the dissemination of the recording, until the investigation is completed, to his authorized representative and will under no circumstances share the recording with any other CDF employee(s).
4. Nothing herein shall be deemed precedential in any other case or matter. Employer's agreement in these matters shall not be evidence of past practice in any other case or matter.
5. The Union may place this settlement agreement on recognized union bulletin boards for up to seventy-two (72) hours. After such time the settlement agreement shall be removed from the recognized union bulletin boards.
6. This agreement is entered into freely and voluntarily.
7. Charging parties by their signature below, hereby release and forever discharge the State of California, The Department of Forestry and Fire Protection, and any other agents, assigns, officers, members, officials, or employees from any and all past present, or future claims, or causes of action, administrative or judicial, known or unknown, that the may have concerning this matter.

DATED: July 28, 2005


Department of Forestry
And Fire Protection


CDF Firefighters