

## Management Proposal

**Bargaining Unit: 8**

**Date: 6/30/20**

**Exclusive Representative: CAL FIRE Local 2881**

**Time: 6:34pm**

Due to the significant economic impacts of the COVID-19 Recession, in accordance with Section 3517.6 of the Government Code, notwithstanding any other provision of law, this agreement is a side letter between CAL FIRE Local 2881 and the State of California (State) and amends the 2017-2021 MOU as follows:

Adds new section titled: *Personnel Leave Program 2020*

Adds new section titled: *Contract Reopener Language – Elimination of Pay Decreases and Suspensions*

Amends Section titled: *13.13 Prefunding of Post – Retirement Health Benefits Amends and*

Adds to Sections 8.1, 8.2 and 8.3 the following:

Beginning on the first day of the pay period following ratification, all overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 53-hour clock.

Formula  $((S + 4.33) + C) \times f = \text{Hourly Rate of Pay (HROP)}$ .

"C", the clock, shall be 53 hours.

Amends Section 17.14 *Fire Mission Pay* with the following:

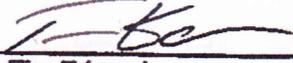
Beginning on the first day of the pay period following ratification, paragraph A of Section 17.14, is amended to allow Fire Mission pay every month through June 30, 2021.

This side letter does not preclude continued bargaining on other matters and the establishment of a successor memorandum of understanding to the MOU that will expire July 1, 2021. The parties agree to meet and confer in good faith.

The above referenced amendments are the only modifications to the 2017-2021 MOU.

*Lily Cervantes* 6/30/20  
Lily Cervantes Date  
Labor Relations Officer  
Labor Relations, CalHR

 6/30/2020  
\_\_\_\_\_  
Gary Messing Date

 6/30/2020  
\_\_\_\_\_  
Tim Edwards Date  
President, CAL FIRE Local 2881

 6/30/20  
\_\_\_\_\_  
Darrin Dow Date  
State Rank & File Director, CAL FIRE Local 2881

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LC TA 6/30/20 @ 6:34pm

State's Proposal

Bargaining Unit: 8

Date: 6/30/20

Exclusive Representative: CAL FIRE L2881

Time: \_\_\_\_\_

Article:

Subject: Personal Leave Program – 2020

Effective the first day of the pay period following ratification through the June 2021 pay period, employees will be subject to the Personal Leave Program 2020 (PLP 2020) in the manner outlined below.

- A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 7.5%. Overtime shall be based on salary before this reduction.
- B. Each full-time employee shall be credited with PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program.
- Section 8.1, 8.2, and 8.3 Fire Protection Employees shall be credited 16 hours of PLP 2020.
  - Section 8.4 Specialty Classes shall be credited with 14 hours of PLP 2020.
- C. Salary rates and salary ranges shall remain unchanged.
- D. Employees will be given discretion to use PLP 2020 subject to operational considerations.
1. PLP 2020 time must be used before any other leave with the exception of sick leave.
  2. Employees may elect to use PLP 2020 in lieu of approved sick leave.
  3. PLP 2020 shall be requested and used by the employee in the same manner as Vacation/Annual Leave in Section 10.2.
  4. Subject to the above, requests for use of PLP 2020 leave must be submitted in accordance with departmental policies on Vacation/Annual Leave.
- E. PLP 2020 may be cashed out upon separation from state service.
- F. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits they would have received had the PLP 2020 not occurred.

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State's Proposal

- G. PLP 2020 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, or service towards a merit salary adjustment.
- H. PLP 2020 shall neither affect the employee's final compensation used in calculating the value of leave credit upon separation, nor State retirement benefits, nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.
- I. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications.
- J. Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base in the same manner as Sick Leave in Section 10.4.
- K. PLP 2020 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period in the same manner as Sick Leave in Section 10.4.
- L. PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- M. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from PLP 2020 for that month.
- N. Disputes regarding the denial of the use of PLP 2020 time may be appealed through the grievance and arbitration procedure pursuant to Article 6 of the MOU.

#### **OPEB CONTRIBUTION**

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution for prefunding other post-employment benefits for the 2020-21 fiscal year, as described in Section 13.13 paragraph A.3, is deferred and shall not be withheld from employees' salaries beginning on the first day of the pay period following ratification, and ending on June 30, 2021. The employer's monthly contribution for prefunding other post-employment benefits will continue in the 2020-21 fiscal year, as described in Section 13.13 paragraph A.3.

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TA-6/30/20 18:34

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TA 6/30/20 @ 6:34pm

State's Proposal

**Contract Reopener Language – Elimination of Pay Decreases and Suspensions**

- A. Due to the significant economic impacts of the COVID-19 Recession, in accordance with Section 3517.6 of the Government Code, notwithstanding any other provision of law, the following economic provisions of the existing memorandum of understanding (MOU), which require the expenditure of funds for increased salaries and wages that were to become effective July 1, 2020, are hereby deferred until July 1, 2021:
- Section 17.2 Wages
    - July 1, 2020 Special Salary Adjustments as identified (2% and 2.5%)
  - Section 17.15 Special Salary Adjustments as identified (2%)
- B. The remainder of the MOU, including economic terms of the agreement not specifically related to the various pay items listed in paragraph A, such as the amount necessary for the payment of compensation and employee benefits that were in effect prior to the 2020-21 fiscal year, shall continue in full effect, subject to the reductions agreed to in the PLP 2020 provision. Notwithstanding any other provisions of law, the MOU as modified by this Side Letter represents the only entitlement to payment of compensation and employee benefits.
- C. The determination of sufficient funding relative to this provision and the PLP 2020 provision shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:
1. If the Director of the Department of Finance, as a result of appropriate federal legislation providing additional funding to the state to address the impacts of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been deferred, or reduced.
  2. If the Director of the Department of Finance, as a result of state revenue becoming sufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the cost of providing the various pay items that have been deferred or reduced as a result of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the pay items that have been deferred or reduced.
- D. In the event the Director of the Department of Finance elects to restore, at their sole discretion, some or all of the various pay items that have been deferred or reduced by operation of this provision or PLP 2020 provision, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.
- E. This section may be subject to the grievance and arbitration procedure pursuant to Article 6 of the MOU.

**State's Proposal**

**No Further Reductions**

**The State shall not seek additional employee compensation reductions from CAL FIRE Local 2881 represented employees during the 2020- 2021 fiscal year.**

LC TA 6/30/20 @ 6:34pm

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