

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES SUMMARY OF SIDE LETTER AGREEMENT FOR BARGAINING UNIT 8

**Exclusive Employee Representative:
CAL FIRE Local 2881**

Number of Employees: Approximately 5,881 full-time equivalents

General Provisions

I. Post-Employment Benefits

Prefunding of Postretirement Health Benefits

- Employees are currently contributing 4.4 percent toward the prefunding of post-retirement health benefits. Effective July 1, 2020, through the June 2021 pay period, the employees' monthly contribution for prefunding other post-employment benefits is deferred for the 2020-21 fiscal year, and will not be withheld from the employees' salaries (Article 13.13).

II. Compensation

Personal Leave Program (PLP 2020)

- Effective with the first day of the pay period following ratification through the June 2021 pay period, PLP 2020 will apply to all Cal FIRE Local 2881 represented employees. Employees continue to work their assigned work schedules and shall have a reduction in pay equal to 7.5 percent.

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. All Fire Protection employees described in Articles 8.1, 8.2, and 8.3 shall be credited with 16 hours of PLP 2020. All Specialty Classes described in Article 8.4 shall be credited with 14 hours of PLP 2020.

Overtime compensation shall be based on salary before the PLP 2020 reduction. PLP 2020 may be cashed out upon separation (New Article).

- The State shall not seek additional employee compensation reductions from CAL FIRE Local 2881 represented employees during the 2020-21 fiscal year (New Article).

Hours of Work and Overtime

- The existing MOU contains the formula for computing Extended Duty Week Compensation and overtime compensation. Effective the first day of the pay period following ratification, that formula will change allowing all overtime (extended duty and unplanned) to be compensated based on a 53-hour-clock (Articles 8.1, 8.2, and 8.3).

Fire Mission Pay

- The existing MOU provides for Fire Mission pay for each pay period of summer preparedness. Effective the first day of the pay period following ratification, the MOU is amended to allow Fire Mission pay every month through June 30, 2021 (Article 17.14).

Special Salary Adjustments (SSAs)

- The existing MOU contains several SSAs effective July 1, 2020. These SSAs are deferred until July 1, 2021 (Articles 17.2 and 17.15).

III. Miscellaneous

Contract Reopener Language – Elimination of Pay Decreases and Suspensions

- The determination of sufficient funding to restore the reductions shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:
 - 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.
 - 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 pay 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 various pay items that have been deferred or reduced.
- 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, the state shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.
- In the event that the Director of the Department of Finance does not restore, at their sole discretion, Articles 17.2 (Wages) and 17.15 (Special Salary Adjustments), the Special Salary Adjustments shall become effective on July 1, 2021. However, if projected state revenues at the 2021-22 May Revision to the Governor's Budget

continue to be insufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the costs of providing the pay increases to all eligible employees, the state shall provide notice to the Union and shall meet and confer with the Union regarding the impact of that determination. Determination of funding availability relative to this section shall be at the sole discretion of the Director of the Department of Finance.

Dispute Resolution Process

- Disputes regarding the denial of the use of PLP 2020 time or the Contract Reopener Language may be appealed through the grievance procedure pursuant to the current MOU (Article 6).

IV Term

- July 1, 2020 to June 30, 2021

V Fiscal

- Fiscal Year 2020-21 Savings: \$52.1 million (\$33.6 million General Fund)
- Total 3-Year Incremental Savings: \$75.2 million (\$48.5 million General Fund)
- Total 3-Year Budgetary Savings: \$67.2 million (\$43.3 million General Fund)

IV. Agreement

- This Side Letter Agreement represents the negotiated reductions in employee compensation.
- The complete Side Letter Agreement between the state and CAL FIRE Local 2881 is posted at: [Contract Section on CalHR Website](#)