

Management Counter Proposal

Bargaining Unit: 8

Date: July 16, 2025

Exclusive Representative: CAL FIRE Local 2881

Subject: 2025 Budget Act Side Letter

Due to the budget shortfalls in the 2025 Budget Act, 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 2024-2026 MOU as follows:

Amends Section 16.4 (Duration):

The term of this agreement is from July 1, 2024, through June 30, 20262027.

Amends Section 17.2 (Wages):

Effective ~~July 1, 2025~~the first day of the pay period following ratification by both parties, all BU 8 employees shall receive a General Salary Increase of 2.50 percent.

Adds Personal Leave Program (PLP) 2025

Effective the first day of the pay period following ratification by both parties, through the June 2027 pay period, employees will be subject to the Personal Leave Program 2025 (PLP 2025) 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 2.5%. Overtime shall be based on salary before this reduction.
- B. Each full-time employee shall be credited with PLP 2025 on the first day of each pay period for the duration of the PLP 2025 program.
 - Section 8.2, and 8.3 Fire Protection Employees shall be credited 6 hours of PLP 2025.
 - Section 8.4 Specialty Classes shall be credited with 4 hours of PLP 2025.
- C. Salary rates and salary ranges shall remain unchanged.
- D. Employees will be given discretion to use PLP 2025 subject to operational considerations.
 - 1. PLP 2025 time must be used before any other leave with the exception of sick leave.

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2. Employees may elect to use PLP 2025 in lieu of approved sick leave.
 3. PLP 2025 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 2025 leave must be submitted in accordance with departmental policies on Vacation/Annual Leave.
- E. PLP 2025 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 2025 not occurred.
- G. PLP 2025 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 2025 does not affect other leave accumulations, or service towards a merit salary adjustment.
- H. PLP 2025 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 2025 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 2025 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 2025 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 2025 for that month – meaning both that their pay shall not be reduced by the 2.5% nor shall they be credited with the PLP hours for that pay period.
- N. Disputes regarding the denial of the use of PLP 2025 time may be appealed

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through the grievance and arbitration procedure pursuant to Article 6 of the MOU.

Amends Section 14.6 Reducing the Duty Week

- A. In alignment with the amendments to provision 16.4 (Duration) included in this agreement, the State agrees that the 2027 successor MOU negotiations will include the 56-hour industry standard work week.
- B. The State and the Union agree to reduce the current 72-hour duty week to a 66-hour duty week (a 24-hour reduction per work period) starting in Fiscal Year 2024-2025. A Joint Labor Management Committee (JLMC) shall continue to meet, as needed, to support implementation of the reduction to the 66-hour duty week.
- C. The JLMC shall also meet to consider the conditions and steps needed for a reduction to the industry standard duty week.
 - a) Hours of work
 - b) Shift patterns
 - c) Work schedules
 - d) Retention and recruitment
 - e) Classifications
 - f) Leave Accrual/Usage
- D. The State and the Union agree to keep the JLMC to address ongoing challenges regarding classifications, retention and recruitment and allow for real-time resolution.
- E. The JLMC shall be comprised of an equal reasonable number of management representatives selected by the State and union representatives selected by the Union.
- F. Employees who participate on the committee shall use state release time and shall suffer no loss of compensation for attending meetings of such committee.
- G. Dates and times of meetings and agenda of the JLMC shall be mutually determined by the members of the JLMC. Agenda items shall be agreed upon no later than two weeks prior to the scheduled meeting.
- H. JLMC meetings shall not be considered contract negotiations.

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- I. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussion.
- J. At each meeting, the State shall provide the Union with information if the Union provides the State with information requests a minimum of ten (10) days in advance of the meeting.
- K. The terms of this section shall survive the expiration or termination of this MOU.
- L. This section does not preclude continued bargaining on other matters covered in the Memoranda of Understanding.

Adds New DROP Program:

CalHR and CAL FIRE Local 2881 agree to meet on or before February 1, 2026 to allow CAL FIRE Local 2881 an opportunity to present a DROP program to the State.



Peter Bactor
CAL FIRE Local 2881



Patrick Campion
CalHR