

Management Proposal

Bargaining Unit: 10

Exclusive Representative: CAPS

Subject: PLP

ARTICLE 3 – LEAVES

3.X Personal Leave Program 2011

A. Effective with the pay period following signing of the tentative agreement, and then continuing for 12 months, full time bargaining unit employees shall be subject to a Personal Leave Program (PLP 2011) eight (8) hours per month in the manner outlined below:

1. Effective with the pay period following signing of the tentative agreement, each full time employee's monthly pay shall be reduced by 4.62%. However, salary rates and salary ranges shall remain unchanged.

Each full-time employee shall continue to work his/her assigned work schedule.

Each full time employee shall be credited with eight (8) hours of PLP 2011 time on the first day of each pay period beginning with the pay period following Legislature ratification continuing for twelve (12) consecutive months terminating with the March 2012 pay period reduction. The leave credits shall be credited to the employee's PLP 2011 leave balance.

3. Beginning the July 2011 pay period employees may elect to participate in an alternate PLP 2011 accrual program for the remaining nine (9) days of PLP. The election into this must be completed by June 15, 2011 and is irrevocable.

- a. Employees may elect to accrue PLP up to three (3) days per month with corresponding monthly pay reduction for PLP (i.e. three (3) would be a pay reduction of 13.85%.) Employees who do not elect into the alternate PLP program will remain in the standard PLP 2011 program at one (1) per month.

- b. The alternative PLP 2011 accrual program will cease upon the accrual of twelve (12) total days of PLP 2011.

- c. The alternative accrual plan must be conducted within consecutive months (i.e. 3-day accrual for July, August, and Sept totaling twelve (12) days)

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- d. Employees who elect the alternative PLP accrual program still receive the twelve (12) months of furlough protection as those who participate in the standard PLP 2011 program.
4. The use of the PLP 2011 time is subject to supervisory approval, except that appointing powers shall ensure that all PLP 2011 time is scheduled and taken prior to separation from State service. PLP 2011 time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of PLP 2011 time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may schedule employees to take PLP 2011 time off to meet the intent of this section. PLP 2011 time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 9 (Leaves).
5. Time during which an employee is excused from work because of PLP 2011 time shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.
6. PLP 2011 time shall have no cash value and may not be cashed out. Employees have until separation from State service to use all PLP 2011 time. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP 2011.
- A. The PLP 2011 program shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision benefits, or the flex-elect cash option.
- B. Compensation for purposes of retirement, death, and disability benefits shall not be affected by the PLP 2011 and shall be based on the unchanged salary rate.
- C. Service calculation for purposes of retirement allowances for employees participating in the PLP 2011 program shall be based on the amount of service that would have been credited-based on the unchanged salary rate.
- D. The PLP 2011 reduction shall not affect transfer determinations between state civil service classifications.
- E. Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis consistent with their time base.
- F. Disputes regarding the denial of the use of PLP 2011 time may be appealed using

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the grievance procedure. The decision by the Department of Personnel Administration shall be final and there may be no further appeals.

- A. All Permanent Intermittent employees salary shall be subject to the proration of salary and PLP 2011 credits pursuant to the chart below:

<u>Hours Worked During Pay Period</u>		<u>Salary Reduction In Hours</u>	<u>PLP 2011 Credit</u>
0	-	10.9	0
11	-	30.9	1
31	-	50.9	2
51	-	70.9	3
71	-	90.9	4
91	-	110.9	5
111	-	130.9	6
131	-	110.9	7
151	or	over	8

- B. Employees on NDI, ENDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the PLP 2011 Program for that month.

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