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## Management Proposal

**Bargaining Unit: 10**

**Exclusive Representative: CAPS**

**Subject: Mandatory Personal Furlough Leave Program**

### ARTICLE NEW

- A. Effective with the February 2009 pay period and ending June 30, 2010, full time bargaining unit employees shall be subject to a Mandatory Personal Furlough Leave Program (MPFLP) eight (8) hours per month in the manner outlined below.
1. Effective with the February 2009 pay period, 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.
  2. Each full time employee shall be credited with eight (8) hours of MPFLP time on the first day of the monthly pay period each month for seventeen (17) months. The MPFLP leave credits shall be credited to the employee's MPFLP leave balance.
  3. Employees will be given maximum discretion to use the MPFLP time subject to severe operational considerations. Use of deferred MPFLP time off is subject to supervisory approval, except that appointing powers shall ensure that all MPFLP time off is scheduled and taken prior to July 1, 2012. MPFLP time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of MPFLP time must be submitted in accordance with departmental policies on vacation/annual leave. MPFLP time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 3 (Leaves).
  4. MPFLP time may not be cashed out at any time, nor may it be carried over beyond July 1, 2012. MPFLP, however, may be used in lieu of sick leave.
- B. This MPFLP 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.
- C. Compensation for purposes of retirement and death and disability benefits shall not be affected by the MPFLP and shall be based on the unchanged salary rate that would have been credited had the employee not been in the MPFLP.
- D. Service calculation for purposes of retirement allowances for employees participating in the MPFLP shall be based on the amount of service that would have been credited had the employee not been in the MPFLP.
- E. The MPFLP reduction shall not affect transfer determinations between state civil service classifications.

- F. Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined consistent with the employee's time base consistent with the chart in Article 4.1 K.
- G. Seasonal employees are not subject to the MPFLP.
- H. Disputes regarding the denial of the use of MPFLP time may be appealed through the grievance procedure. Other disputes arising from this MPFLP section may be appealed through the grievance procedure, except that the decision by the Department of Personnel Administration shall be final and there may be no further appeals.
- I. All Permanent Intermittent employees shall be subject to the proration of salary and MPFLP credits pursuant to the chart below:

<u>Hours Worked During Pay Period</u>	<u>Salary Reduction In Hours</u>	<u>MPFLP Credit</u>
<u>0 - 10.9</u>	<u>0</u>	<u>0</u>
<u>11 - 30.9</u>	<u>1</u>	<u>1</u>
<u>31 - 50.9</u>	<u>2</u>	<u>2</u>
<u>51 - 70.9</u>	<u>3</u>	<u>3</u>
<u>71 - 90.9</u>	<u>4</u>	<u>4</u>
<u>91 - 110.9</u>	<u>5</u>	<u>5</u>
<u>111 - 130.9</u>	<u>6</u>	<u>6</u>
<u>131 - 150.9</u>	<u>7</u>	<u>7</u>
<u>151 or over</u>	<u>8</u>	<u>8</u>

- J. Employees on NDI, ENDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Mandatory Personal Leave Program for that month.