

Sideletter 26

F 7:15 pm
6/14/12

Section 10.17 Personal Leave Program (PLP)

VOLUNTARY PLP

TA [Signature] 9:00 pm
K [Signature]

- 10.17.1 The employer agrees that, for those employees who have earned PLP credits prior to July 1, 2003, and retain balances from those earnings, those PLP balances will be carried as a separate leave balance until:
 - 10.17.1.1 The employee opts to use the leave credits for a paid absence(s) in accordance with the Department's vacation policy, or
 - 10.17.1.2 The employee retires and/or leaves State service and the PLP credits are liquidated.
- 10.17.2 Effective July 1, 2003, the State shall implement a PLP for all Unit 8 employees. This program shall remain in effect for 12 Pay Periods from July 1, 2003, through June 30, 2004. Commencing July 1, 2004, employees may voluntarily participate in this PLP on a continuing basis. While participating in the PLP, the employee's monthly salary shall be reduced by 4.75% 5%.
 - 10.17.2.1 Each full-time employee subject to subsection 10.17.2.3 below shall be credited with one (1) PLP credit per month.
 - 10.17.2.2 Requests to use PLP credits shall be made in the same manner as requests to use Holiday credits. Use of PLP credits shall be the same as the use of holiday credits. Requests to use PLP credits must be submitted in accordance with departmental policies on Holidays. Employees may not be required to use PLP credits.
 - 10.17.2.3 Salary ranges and rates shall be consistent with Section 17.2 and 17.3 of this agreement. Each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay as described in 10.17.2 above.
 - 10.17.2.4 A State employee in the PLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the PLP not occurred.
 - 10.17.2.5 The PLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
 - 10.17.2.6 The PLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
 - 10.17.2.7 Part-time or intermittent employees shall be subject to the same conditions as stated above, on a pro-rated basis.
 - 10.17.2.8 The PLP shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

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- 10.17.2.9 Employees on ENDI, EIDL, NDI, IDL or Worker's Compensation for the entire monthly pay period shall be excluded from the PLP for that month. Such operation will not extend the 12 pay periods for the employee.
- 10.17.2.10 Employees with less than twelve months in the PLP may choose to opt out of the PLP between July 1, 2012 to September 30, 2012 ~~August 1, 2010 and October 31, 2010~~. Employees with the twelve months may opt out or opt in any time. This shall not alter their rights under Section 10.17.2. Opting out is prospective only, not retroactive.

MANDATORY PLP (PLP 2012)

- 10.17.3 Effective July 1, 2012, the State shall implement a PLP 2012 for all Unit 8 employees. This program shall remain in effect for 12 Pay Periods from July 1, 2012, through June 30, 2013. While participating in the mandatory PLP, the employee's monthly salary shall be reduced by **4.75%**.
- 10.17.3.1 The PLP 2012 program shall be implemented consistent with how voluntary PLP has been implemented under the provisions of MOU Sections 10.17.2.1 et seq., except 10.17.2.10.

A New

7:26 pm

Most Favored Nations

- A. In the event another state bargaining unit receives economic provisions which exceed the provisions of the 2012 amendments regarding the PLP or other salary reductions, to the Bargaining Unit 8 contract, the CDF Firefighters will be offered the opportunity to meet and confer in good faith and discuss similar or equivalent increases.
- B. If any state bargaining unit negotiates a Personal Leave Program or other salary reduction program at a rate of less than eight (8) hours per month, or with other less-restrictive requirements on the program than that negotiated by the Bargaining Unit 8, the CDF Firefighters shall be offered those same provisions.
- C. If any benefit, excluding health care or specific classification changes, or economic improvement in another state bargaining unit is a benefit or provision already contained in the Bargaining Unit 8 agreement, the CDF Firefighters will be given the opportunity to implement an economically equivalent benefit during the term of the PLP program or other salary reduction program negotiated in 2012 for twelve (12) consecutive months following implementation of the program.
- D. This Most Favored Nations only applies to the twelve consecutive months following implementation of the PLP or salary reduction program July 1, 2012 to June 30, 2013.
- E. This Most Favored Nations clause is not intended to conflict with or diminish any protections afforded the Union under MOU Article 20.1 Contract Protection or Side Letter 13 Most Favored Nations. MOU Article 20.2 Continuous Appropriation shall remain in effect for the duration of the MOU as extended by this agreement. Article 20.1 and Side Letter 13 shall expire on July 1, 2013.

TA
9:00 pm
KUBA

T.A.
6/14/12
9:00 pm
[Signature]

M 8

8:55 pm

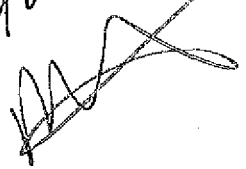
Key
T.A.
9:00 pm

The terms of the parties' current MOU shall be extended for four (4) years from July 1, 2013 to July 1, 2017. The union shall have the option of reopening this MOU for the purposes of increases only beginning July 1, 2013 through June 30, 2016

The parties agree that during the final year of the MOU commencing on July 1, 2016, either party has the right to reopen monetary items. If either party exercises their right to reopen under the provisions above, the meet and confer obligations under the reopened MOU, shall be conducted consistent with the meet and confer in good faith definitions recognized pursuant to the Dills Act.

Pension

This contract extension does not change the parties' legal rights with respect to any statutory or constitutional changes affecting pensions that may be enacted after the date the parties agree to the extension. CalHR will meet with CDF Firefighters if pension changes are enacted.

T.A.
4/14/12
9:00 am


Passport
6/19/12

M 9

8:57 PM

With the signing of this agreement, the parties agree that this Side Letter supercedes anything in conflict with the current M.O.U. which expires July 1, 2017

All other provisions of the M.O.U. shall remain in full force and effect for the duration of the agreement.

TA
6/19/12
9:00 PM
TA
9:00 PM
Keller