

1895

REC'D AUG 14 1994

Concurrence in Act 312 Stipulation

In the Matter of:

CALHOUN COUNTY SHERIFF'S DEPARTMENT,

Employer,

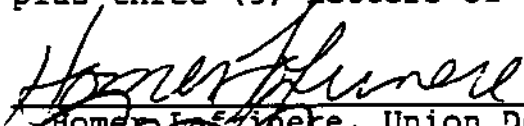
-and-

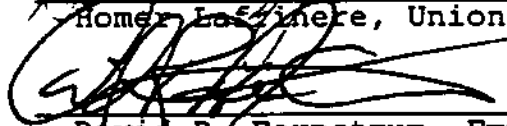
Case L92 J-0566


POLICE OFFICERS LABOR COUNCIL,

Labor Organization

I (We), the undersigned Delegates in the above-noted case, concur in the attached MEMORANDUM OF CONTRACT CHANGES marked "Final 7-20-94," consisting of twenty-two (22) pages plus three (3) Letters of Understanding.

 8-2-94
Homer Lascinere, Union Delegate Date

 8-4-94
David R. Fernstrum, Employer Delegate Date



Donald R. Burkholder, 312 Chair & Arbitrator

August 8, 1994
Date

RECEIVED
AUG 12 PM 12:57
SHERIFF'S DEPARTMENT
CALHOUN COUNTY

MEMORANDUM OF CONTRACT CHANGES

1. Modify Article 5, Section 2 to provide as follows:

"The Sheriff recognizes the role of the supervisory officers as management and administrative representatives and pledges to support efforts to strengthen their role both as management representatives and as professional law enforcement officers. The Sheriff further pledges that in any disciplinary proceedings he will honor customary procedures to allow a supervisory officer to have appropriate counsel and representation by the Union. To this end, higher ranking personnel (in or out of the bargaining unit) will utilize non-disciplinary counselling and/or discussions with lower ranking officers within the unit to address performance or conduct problems for which disciplinary action is not considered necessary. Written notations of such non-disciplinary counselling or discussions shall not be placed in the employee's personnel file, and such counselling or discussions shall not prevent the Employer from taking disciplinary action under Article 10 with respect to the same incident(s)." [Balance of Article 5, as is.]

2. Delete Article 7 in its entirety and replace it with the following:

"Section 1. Scheduled Work Period. For the purposes of pay and computation of overtime, the scheduled work period shall commence at 12:01 a.m. on Friday and continue until 12:00 midnight on the Thursday fourteen (14) days later.

Section 2. Schedule. A schedule shall be posted once every fourteen (14) days to determine the normal workdays and hours, including all scheduled days off, for every member of the bargaining unit. Such schedule shall be posted at least seven (7) days prior to the first day of the scheduled work period.

Section 3. Changes in Schedule. Whenever possible, an employee shall be notified at least five (5) calendar days prior to any change in his regular day off sequence or shift.

Section 4. Shift Preference.

A. Definitions. "Needs of the service" shall be defined as a desirable action taken for the safe, efficient and effective operation of the Department.

B. A non-probationary full-time employee may bid for a shift assignment (with pass days established by the Employer) based upon his classification seniority.

C. Bidding for shift preference shall be opened for rebidding on December 1 through December 7 and June 1 through June 7 of each year to be effective the first full payroll period beginning on or after the tenth day of the following month. Employees shall not be entitled to overtime pay for daily or periodic overtime where such overtime results solely as a result of shift preferences.

D. An employee reassigned or transferred between bid periods

shall not be allowed to select a shift on a seniority basis until the next bidding period.

E. When the 'needs of the service' provision is invoked for the purpose of departing from the application of seniority in making shift assignments, the reasons shall be reduced to writing and copies given to the affected person and the Union.

F. If the Union feels that this Section is being abused, it may file a grievance.

Section 5. Work Breaks. Employees shall be allowed two (2) fifteen (15) minute breaks per day and a lunch period (schedule permitting) not to exceed thirty (30) minutes. One break shall be taken during the first half of the employee's shift and the second break is to be taken during the second half of the employee's shift. The lunch period, insofar as the schedule and workload allow one, shall be taken during the middle portion of the employee's shift.

Section 6. Overtime. Overtime pay for hourly employees shall be at the rate of one and one-half (1-1/2) times their regular hourly base rate of pay under the following conditions:

A. Daily. All hours actually worked in excess of nine (9) hours in any twenty-four (24) hour period.

B. Periodically. All hours actually worked in excess of eighty-

five and one-half (85.5) hours in any scheduled work period. For purposes of this subsection only, paid vacations and paid personal time shall be considered 'hours actually worked', provided these are used in accordance with this Agreement.

C. Pass Days. All hours actually worked on an employee's scheduled pass day.

D. There shall be no pyramiding or duplication with respect to overtime pay calculations or premium pay. An employee claiming overtime pay under two or more provisions of this Agreement shall receive only the greater of these benefits.

E. All employees shall be required to work reasonable amounts of overtime upon request. The Employer will attempt to keep overtime assignments relatively equal within each classification.

Section 7. Pass Days. All employees shall be regularly scheduled to avoid split pass days except when the employee requests or agrees to same. Employee shall be scheduled for a minimum of four (4) pass days during each pay period.

Section 8. Trade. Employees, upon twenty-four (24) hours notice, may trade pass days and/or shifts only with the approval of their supervisors, provided, however, that the trade shall not result in the payment of overtime to either employee involved in the trade.

Section 9. Training. Training sessions required by the Sheriff for employees to maintain skills, proficiencies and certification in such areas such as first aid and firearms, shall be construed as work time.

Section 10. Coupling. Employees who are eligible for vacation or compensatory time as provided for in this Agreement may, with the Employer's prior approval, take pass days in conjunction with vacation or compensatory time.

Section 11. Compensatory Time. Nothing contained herein shall prohibit an hourly employee from agreeing to accept compensatory time off in lieu of overtime at the same rate. No employee shall be permitted to accumulate more than eighty (80) hours of such compensatory time. Once having elected compensatory time the employee may not thereafter request overtime pay for the same time. Compensatory time may be used only by mutual agreement between the employee and the Employer. There shall be cash remuneration for compensatory time only when an employee is separated for any reason and the Employer elects not to make paid time off available."

3. Modify Article 10, Section 2 to provide as follows:

"Interviews. An employee may, upon request, be accompanied by a Union representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee."

4. Modify Article 10, Section 8 to provide as follows:

"When disciplinary action, suspension or termination becomes appropriate, the principles of corrective, progressive discipline shall, to the fullest extent possible, be followed. Disciplinary action shall range from Level 1 (least severe) to Level 3 (discharge). Level 1 will be for relatively minor problems where the employee has had few prior or recent problems. Level 2 will involve a suspension without pay and will be for more serious problems, including multiple or frequent repeat problems. Level 3 will involve discharge and will be for the most serious problems or for continuing problems after the employee fails to respond to Level 2 discipline.

A. Supervisors shall be responsible for detecting unsatisfactory performance or conduct by subordinate personnel, conducting a thorough investigation of same, and submitting a comprehensive written report and recommendation for disciplinary action to the next higher ("reviewing") officer. The reviewing officer shall review the appropriateness of the disciplinary recommendation and the basis therefor, and approve or disapprove the recommendation. If a recommendation for Level 1 discipline is approved or agreed upon by the supervisor and the reviewing officer, they shall meet with the employee involved and impose the disciplinary action. If the supervisor and the reviewing officer disagree as to the appropriateness of the disciplinary action

or the basis therefor, or if the recommendation involves Level 2 or Level 3 discipline, the matter shall be referred for determination by a non-unit employee designated by the Sheriff. Neither the reviewing officer nor the designated non-unit employee shall be required to conduct an investigation independent of the supervisor. Delay caused by obtaining review of recommended disciplinary action shall not be a basis for avoiding or reducing disciplinary action.

B. Before imposing Level 2 or 3 discipline, a non-unit employee designated by the Sheriff shall offer an employee an informal hearing during which the employee is informed of the allegations against him and the general nature of the evidence, and is given an opportunity to respond. If Level 2 or 3 discipline is approved by the designated non-unit employee, the designated non-unit employee (and the supervisor, if available) shall meet with the employee involved and impose the disciplinary action.

C. A notation of any disciplinary action, briefly describing the specific incident or infraction, shall be placed in the disciplined employee's personnel record and copies shall be given to the employee and the Union. A notation of Level 2 discipline shall state the duration of the suspension without pay, which shall be based on the nature of the incident and the number and duration of any previous suspensions without pay.

D. Nothing contained in the Agreement shall be construed to prevent the Employer from imposing Level 2 or 3 discipline immediately in appropriate cases or from suspending any employee pending further investigation.

5. Modify Article 11, Section 4 to provide as follows:

"Demotion in Lieu of Layoff. Except as provided above, an employee subject to layoff who so requests shall, in lieu of layoff, be demoted by seniority to a lower position in the Department. Demotion shall be through those classes in which the employee previously held permanent status. In no event shall an employee replace another employee in a lower rank who has greater classification seniority. An employee demoted in lieu of layoff shall be entitled to recall to the employee's original position pursuant to Section 5 during a period of time equal in length to the employee's classification seniority as of the time of demotion; an employee who is otherwise demoted shall have no recall rights to the employee's former position. Demotion shall mean a change in employment to a position class which has a lower maximum salary."

6. Modify Article 12, Section 1 by changing the second sentence thereof to provide as follows:

"After sixty (60) days in such a temporary assignment, an employee in this bargaining unit shall be paid the rate of pay he or she would be entitled to, had the employee been promoted."

7. Modify Article 13, Section 1 to provide as follows:

"Pay Schedule. Effective the first full payroll period beginning on or after January 1, 1992, the pay schedule for bargaining unit employees shall be as set forth in Appendix A attached hereto and by this reference made a part hereof. Any retroactive increases shall apply only to employees in this bargaining unit as of March 8, 1994."

8. Modify Article 13, Section 2 by adding the following new subparagraph D:

"Level 04 shall be the rate of pay after three (3) years of service in the classification."

9. Modify Article 14, Section 1 to provide as follows:

"Section 1. Leaves of Absence. Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Fringe benefits (including, but not limited to, vacation, holidays, longevity bonus, insurance coverage, etc.) shall not accumulate or accrue during any leave of absence, except as expressly provided in this Agreement or as required by applicable law. Seniority shall not accrue during any leave of absence in excess of thirty (30) calendar days except as expressly provided in this Agreement. All accrued benefits shall be frozen at the beginning of a leave of absence and shall be available upon return, except that all earned vacation and other paid time off for which the employee is eligible must be utilized prior to

being placed on an unpaid leave of absence. Leaves of absence shall be granted only for the reasons specified herein, and seeking or engaging in any form of employment while on leave of absence without the prior written approval of the Employer, or falsification of the reason for a leave of absence or use of a leave for other than the specified purpose, shall constitute just cause for disciplinary action up to and including discharge.

10. Modify Article 14, Section 2 to provide as follows:

"Section 2. Vacations.

A. All full-time employees included within the bargaining unit who have the required seniority and are employed by the Employer on their anniversary date of hire each year and who satisfy the work requirements set forth below shall be granted a vacation with pay in accordance with the following schedule:

<u>Seniority Required</u>	<u>Hourly Pay</u>	<u>Salary</u>	<u>Time Off</u>
1 year	80 hours	2 weeks	2 weeks
5 years	120 hours	3 weeks	3 weeks
10+ years	160 hours	4 weeks	4 weeks

Vacation pay will be computed at the applicable regular hourly rate of pay or salary level exclusive of all premiums, which the employee is earning at the time of commencing the vacation leave.

B. In order to be eligible for full vacation benefits, an

hourly employee must have actually worked for the Employer during the one (1) year period immediately preceding the employee's anniversary date of hire a total of at least one thousand five hundred (1,500) hours. Should any employee fail to qualify for full vacation benefits solely because of the requirement as to hours worked, the employee shall receive a percentage of the specified vacation pay on the basis of hours actually worked in accordance with the following schedule, provided the employee actually worked a minimum of five hundred (500) hours:

<u>Number of Hours</u>	<u>Percentage of Vacation Pay</u>
500 - 599	30%
600 - 749	40%
750 - 899	50%
900 - 1,049	60%
1,050 - 1,199	70%
1,200 - 1,349	80%
1,350 - 1,499	90%

Salaried employees' vacation benefits will be prorated where an employee takes a leave of absence in excess of thirty (30) days or the employee is otherwise not actively employed by the Employer during the entire year preceding the anniversary date of hire.

No vacation benefits shall accrue for work performed between an employee's most recent anniversary date of hire and the employee's date of termination of employment.

C. Vacation scheduling shall be determined on a first come -

first served basis, except that requests for vacation time off in blocks of at least one week shall take precedence over requests for vacation time for a shorter period. Conflicts in vacation requests shall be resolved by giving preference to the employee with the greatest classification seniority, provided the vacation requests are submitted on the same work day. Consideration of employee preference in scheduling vacations shall be given when possible and practical, but vacation scheduling shall be at the discretion of the Employer with primary consideration given to the requirements of the department. Vacation leaves may be taken one day at a time upon prior approval of the Employer and approval shall not be arbitrarily denied.

D. Vacation time which accumulates in excess of two hundred (200) hours shall be forfeited by the employee unless the accumulation is due to the Employer's cancellation of a previously scheduled and approved vacation. In case of such cancellation, the employee shall be granted an additional ninety (90) calendar day period within which to schedule and use the excess accumulation of vacation time. Before any vacation accumulation is in fact forfeited, the Employer shall provide the employee at least thirty (30) calendar days notice that the employee has accumulated two hundred (200) hours of vacation time.

E. Employees shall be entitled to be paid for accrued and unused vacation leave, including any amount allowed to be carried over from the prior year, upon termination of employment for any reason.

F. Employees on vacation leave shall not be required to interrupt their vacation and report for work except in emergency situations.

11. Delete Article 14, Section 2(F) in its entirety.
12. Modify Article 14, Section 3 to provide as follows:

"Paid Personal Time. During the first full pay period beginning on or after January 1, each full-time employee will be credited with one-hundred and sixty (160) hours of paid personal time. Employees entering the bargaining unit will, sixty (60) days after entering the bargaining unit, be credited with a prorated paid personal time benefit for the remaining portion of the year. There shall be no carry-over or pay-out for unused personal time. This benefit shall not be used for more than one (1) week in succession. Any request to use paid personal time must be made to the employee's immediate supervisor at least twenty-four (24) hours in advance of the date requested unless an illness or emergency exists which prevents giving the required notice. Requests for use of paid personal time may be denied if the absence of

the employee would unreasonably interfere with the services to be performed by the Employer. Nothing in this Section shall be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning prior notification of absence from work. This benefit shall not be used in lieu of or in addition to sickness and accident benefits or workers' compensation benefits, although it may be used during the elimination period prior to the receipt of such benefits. Paid personal time shall be paid at the employee's regular straight-time hourly rate, exclusive of premiums, in effect at the time that the paid personal time is used. It is the parties' intention that this benefit be used in lieu of and under circumstances similar to those formerly applicable to holidays, sick leave, bereavement leave and personal leave."

13. Modify Article 14, Section 4 to provide as follows:

"Illness, Injury and/or Pregnancy Leave.

A. A leave of absence without pay for disability due to injury, illness, and/or pregnancy will be granted to employees with seniority upon proper application, subject to the Employer's right to require satisfactory medical proof of disability. Such a leave shall be granted only after the employee has

exhausted any paid vacation benefits which may be available under this Agreement. An employee may be on such leave for a period of not more than one (1) year. The Employer may require at any time, as a condition of continuing a leave under this Section, satisfactory proof of continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination and, if appropriate, require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue to work, and in all such cases, the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer in writing of any condition which will require a leave of absence under this Section, together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee within thirty (30) calendar days after the employee is first aware of the condition, or the employee shall be deemed to have waived any right to reinstatement or reemployment at the conclusion of such leave. All employees returning to work from a leave of absence must present satisfactory medical proof

that the employee is physically and/or mentally able to perform the employee's job. In cases of leaves lasting more than ninety (90) calendar days, the Employer will have two (2) weeks within which to reinstate and place the employee in accordance with the seniority provisions of this Agreement. In all instances in which a medical examination may be required, the Employer may require such examination to be performed by the physician designated by the county as the County Physician, and shall have access to the relevant medical records or reports, but the Employer shall bear the entire cost of such examinations as it requires.

In the event of a disagreement between the employee's treating physician and the County Physician concerning an employee's physical and/or mental condition, the two physicians shall mutually agree upon a third physician whose opinion shall be controlling and not subject to review under the grievance and arbitration procedures.

B. The Employer shall continue to pay the share of required premiums to continue health, dental and life insurance in effect while an employee is on a paid sick leave or is receiving sickness and accident insurance benefits from the Employer's carrier. During such periods, the employee shall also continue to accumulate seniority."

14. Modify Article 14, Section 6(B) so that the first sentence thereof provides as follows:

"Any permanent employee who is a reservist or a member of the National Guard who is compelled to attend any 'annual active duty for training' and who elects not to use paid vacation shall be compensated by the Employer for the difference between his regular pay and his military pay, for the time which would have been regularly worked up to a maximum of ten (10) work days each calendar year."

15. Delete Article 14, Section 10 in its entirety.

16. Add a new Article 14, Section 10 to provide as follows:

"Family/Medical Leave. A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the employee must substitute all available accrued paid leave of absence and paid vacation for leave which would otherwise be unpaid under the Act. The employee shall provide the Employer with timely notice and with such health care provider certifications as an Employer may require under the Act. An employee who fails to provide such notice and certification at the earliest practicable time shall be deemed to have waived any and all rights under this section and under the Act. An employee granted leave under this

Section shall maintain contact with the Employer weekly in writing, or as otherwise agreed, to keep the Employer informed of the employee's status and intention to return to work. An authorized leave under this Section shall automatically terminate at the end of any work week during which the employee fails to maintain required contact. Return to work shall be governed by the provisions of this Article. An employee who fails to return to work at the conclusion of a leave shall reimburse the Employer for group insurance premiums and costs paid by the Employer under Article 16 for the period of such leave, as permitted under the Act."

17. Modify Article 15, Section 4 to provide for a semi-annual clothing allowance of \$250.

18. Modify Article 16, Section 1 by changing the last sentence thereof to provide as follows:

"The Blue Cross/Blue Shield Plan shall be MVF-1 basic coverage, Master Medical Option 1 and PPNV-1 with PPO. Employees may elect to purchase Master Medical Option 4 and/or PDP and ML rider through the Flexible Benefits Plan."

19. Modify Article 16, Section 6 to provide as follows:

"Payment in Lieu of Health Insurance. All full-time employees who elect at their own discretion not to participate in the hospital and surgical insurance program as set

forth in Section 1 hereof shall be eligible to receive, in lieu thereof, a cash alternative in the amount of Forty Dollars (\$40.00) each pay period, if the employee is not covered by the insurance of a relative whose premiums are paid by County or Court funds, provided the employee provides proof of a reasonable level of health care coverage from another source. As soon as administratively possible the County will install a Section 125 Flexible Spending Account for employees' use in paying any required medical insurance premium co-pays, medical expenses not covered by insurance and child care expenses."

20. Modify Article 16, Section 10 to provide as follows:

"Insurance During Leaves of Absence.
The Employer shall have no obligation to pay insurance premiums beyond the month in which an employee commences a leave of absence lasting more than thirty (30) days except that the Employer shall continue to pay required premiums while an employee is on vacation, or is collecting sickness and accident insurance benefits from the Employer's carrier, or is receiving a workers' compensation supplement from the Employer, or is on family/medical leave. Subject to such restrictions, rules, procedures and limitations as may be imposed from time to time by the Employer's insurance carriers, employees on leave of absence lasting more than thirty

(30) days may continue insurance in effect by paying the full premium therefor to the County Personal Officer on or before the first day of the month during which such premiums are due."

21. Modify Article 17, Section 1 to provide as follows:

"The Employer agrees to make a retirement fund contribution to a qualified employee retirement program administered by a professional, commercially recognized administrator selected by the Union. The amount of the Employer's contribution shall be equal to three-fifths (3/5) of the employee's contribution, provided that the employee's contribution does not exceed five percent (5%) of the employee's regular base pay. Effective the first full payroll period beginning on or after January 1, 1994, the amount of the Employer's contribution shall be five percent (5%) of the employee's base pay and the employee's contribution shall also be five percent (5%) of the employee's base pay. Until the first full payroll period beginning on or after January 1, 1994, the retirement plan shall provide for immediate vesting in all amounts contributed by the employee and shall provide for vesting in all amounts contributed by the Employer according to a schedule of forty percent (40%) after four (4) full years of employment, fifty percent (50%) after five (5) full years, and so forth. Effective the first full

pay period beginning on or after January 1, 1994, the vesting schedule shall be twenty percent (20%) after three (3) full years of employment, forty percent (40%) after four (4) full years, sixty percent (60%) after five (5) full years of employment, and so forth. For purposes of vesting, all past service with the Employer as of January 1, 1987, shall be counted. All forfeitures due to non-vesting shall accrue to the Employer. Employer contributions shall be made semi-annually."

22. Delete Article 17, Section 2 in its entirety and renumber Article 17, Section 3 as Section 2.

23. Modify Article 18, Section 7 to provide as follows:

"Lieutenants and Captains shall have a Calhoun County Sheriff's Department patrol vehicle assigned for their use while on duty and while off duty within Calhoun County. Such vehicle shall not be used on occasions when the employee will be consuming any alcoholic beverages. Such vehicle shall, at a minimum, be equipped with radio, warning lights, and siren, and such other equipment as is necessary in light of the use of the vehicle. The radio shall be on at all times when the vehicle is in use, and the employee may be required to respond to calls in accordance with departmental procedures and policies."

24. Modify Article 19, Section 1 to provide that the agreement shall become effective as of January 1, 1992 and shall expire December 31, 1995.

25. Modify Appendix A to provide as follows:

Effective first full payroll period beginning on or after 1/1/93

	Start	1 Year	2 Year	3 Year
Sergeant	\$33,099.05	\$34,752.20	\$36,410.50	N/A
Lieutenant	\$36,410.50	\$36,997.60	\$37,857.65	N/A
Captain	\$37,857.65	\$38,583.80	\$39,304.80	N/A

Effective first full payroll period beginning on or after 1/1/94

	Start	1 Year	2 Year	3 Year
Sergeant	\$33,099.05	\$34,752.20	\$36,410.50	\$37,503.00
Lieutenant	\$36,410.50	\$36,997.60	\$37,857.65	\$38,993.00
Captain	\$37,857.65	\$38,583.80	\$39,304.80	\$40,484.00

Effective March 18, 1994

	Start	1 Year	2 Year	3 Year
Sergeant	\$15.91	\$16.71	\$17.51	\$18.03
Lieutenant	\$17.51	\$17.79	\$18.20	\$18.75
Captain	\$18.20	\$18.55	\$18.90	\$19.46

Effective first full payroll period beginning on or after 1/1/95

	Start	1 Year	2 Year	3 Year
Sergeant	\$16.23	\$17.04	\$17.86	\$18.39
Lieutenant	\$17.86	\$18.14	\$18.56	\$19.12
Captain	\$18.56	\$18.92	\$19.27	\$19.85

CALHOUN COUNTY SHERIFF'S DEPARTMENT
SUPERVISORY UNIT
- and -
POLICE OFFICERS LABOR COUNCIL

LETTER OF UNDERSTANDING

The parties agree that, as part of the conversion from the salary form of payment to the hourly form of payment, credit shall be given for accumulated hours actually worked between January 1, 1992 and December 31, 1993, in excess of the contractual standard of 1960 hours per year then in effect. Such credit shall be given only to employees who were members of the bargaining unit during 1992 and/or 1993 and who were still in the unit as of March 8, 1994.

Each eligible employee's credit for 1992 and 1993 shall be determined for each of those years by subtracting 1960 hours from the number of hours of work actually performed by the employee during the calendar year. The remaining number of hours actually worked for the year shall be converted to a "bank". An eligible employee may use his "bank" only to pay for time off taken as compensatory time in accordance with the scheduling provisions contained in Article 7, Section 11.

An employee with a "bank" may accumulate compensatory time under Article 7, Section 11, only to the extent that his "bank" plus accumulated compensatory time does not exceed eighty (80) hours.

For the Employer:

For the Union:

CALHOUN COUNTY SHERIFF'S DEPARTMENT
SUPERVISORY UNIT

- and -

POLICE OFFICERS LABOR COUNCIL

LETTER OF UNDERSTANDING

The parties agree that, in lieu of any pay increase for calendar year 1992, each employee who was in the bargaining unit during 1992 and was still in the bargaining unit on March 8, 1994, shall receive a lump sum payment in an amount equal to two percent (2%) of the employee's base pay earned for work in the bargaining unit during 1992. Payment shall be less amounts required by law to be withheld (for taxes, FICA, etc.), but the amount of the payment shall not be included in the employee's regular salary or base pay for purposes of determining any required retirement fund contributions. Such payment shall be made within thirty (30) days after execution of the Arbitrator's award in the Act 312 proceedings.

For the Employer:

For the Union:

CALHOUN COUNTY SHERIFF'S DEPARTMENT
SUPERVISORY UNIT

- and -

POLICE OFFICERS LABOR COUNCIL

LETTER OF UNDERSTANDING

The parties agree that, as part of the implementation of the third year step in the pay schedule effective in 1994, employees in the bargaining unit as of March 8, 1994, shall be "grandfathered" so as to protect their prior standing in relationship to the the top step of the pay schedule. Employees who were at the top step of the schedule (step 03) prior to March 8, 1994, shall be placed at the new top step (step 04). Employees who were one step from the top (step 02) shall be placed one step from the new top step (step 03). Employees who were two steps from the top (step 01) shall be placed two steps from the new top step (step 02). Employees covered by this letter of understanding shall advance on the pay schedule in accordance with their time in classification, without regard to any step changes resulting solely from this letter of understanding. Employees who were not in the bargaining unit as of March 8, 1994, shall not be covered by this letter of understanding.

For the Employer:

For the Union:
