STATE OF MICHIGAN EMPLOYMENT RELATIONS COMMISSION

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

-and-

ALLEGAN COUNTY

MERC Fact Finding Case Nos. L10 G-7009 L10 G-7010

FACT FINDING REPORT

The fact finding hearing was held on October 19, 2011 in Allegan, Michigan.

Two employee units are involved: The Allegan County Telecommunicators Unit and

the Allegan County Corrections Officers Unit. Both units are represented by the Governmen-

tal Employees Labor Council ("GELC").

Present at the hearing for the GELC were Will Keizer and attorney Thomas Zulch.

Present at the hearing for the County were Robert Sarro, Vickie Herzberg and attorney

Peter H. Peterson.

At the hearing, the parties presented two proposed settlements for resolution of their differences. Copies are attached to this Report.

The two proposed settlements appear to be fair and reasonable.

For these reasons, I recommend that the parties adopt the two proposed settlements.

October 26, 2011

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0 Thomas L Gravelle. Fact Finder

THE GOVERNMENTAL EMPLOYEES LABOR COUNCIL ALLEGAN COUNTY TELECOMMUNICATORS UNIT ~

Proposed Settlement for Fact Finding Oct. 19, 2011

1. Section 16.1 Classification & Wages:

Increase:	January 1, 2011	0% wage increase.
	January 1, 2012	0% wage increase.

2. Section 16.4 Overtime:

Change all references to vacation to "PTO"

3. Section 17.1 Term of Agreement:

Change: "...effect through the 31st day of December, <u>2012</u>."

Change previous T/A to:

Change Section 13.3(b). Defined Contribution Plan to:

b) <u>Permissible Loans.</u> Each Employee shall be eligible to make loans against their vested retirement benefits. The following loan provisions, and any other provisions concerning loans by the employees, shall be determined by the loan administrator:

- 1. Maximum number of loans,
- 2. Processing fees,
- 3. Minimum and maximum amounts,
- 4. Interest to be paid,
- 5. Maximum loan period.

Payback of loan shall be in accordance to the Plan Administrator's loan guidelines when an employee leaves Allegan County employment.

Delete previous T/A:

11/3

Change Section 13.3(b). Defined Contribution Plan to:

b) <u>Permissible Loans.</u> Each Employee shall be eligible to make loans against their vested retirement benefits subject to the following restrictions:

1. One (1) loan per Employee per calendar year.

2. Each loan shall be subject to an application fee. Fee amounts are established by and payable to the loan administrator.

3. Loans will be limited to a minimum of five hundred dollars (\$500) and a maximum of fifty percent (50%) of the Employee's vested benefits.

4. Interest to be paid on a loan will be determined by the loan administrator at the time of the loan application. Interest paid on loans will be credited to an Employee's individual pension account.

5. Loans will be repaid by payroll deduction during a term not to exceed five (5) years.

6. Payback of loan shall be in accordance to loan guidelines when an employee leaves Allegan County employment.

TENTATIVE AGREEMENTS:

Date Subject

10/20 Replace any/all references to "he/she" with "employee".

10/20 Replace Section 8.8. "Vacancies and Posting" with the following:

"When a vacancy occurs or a new position is created within the bargaining unit, written notice of such position(s) shall be posted on the department bulletin board in Central Dispatch and on the Intranet for five (5) workdays. The posting shall list the classification, pay grade, departmental location and minimum requirements or qualifications of the position and may include the predominant shift schedule of that position. The Employer shall consider the applicant's work record, training, experience and present ability to meet the requirements or qualifications of the open position. However, the Union acknowledges and agrees that the final decision of filling the position shall be at the discretion of the appropriate Department Head and the County Administrator, if funding for the position has been approved by the County Board of Commissioners." 10/20 MOVE: Section 10.10. Funeral Leave to Article 9 – Leaves of Absence – Section 9.7

10/20 Remove/Change as noted below, Section 14.1:

Remove: para 4: "Until January 1, 2009, employees..."

para 5: "Effective January 1, 2009, employees..."

Change: para 6: "Employees who elect the PPO plan will pay 20% of the required premiums and the employer will pay the remaining 80%. Employees who elect the New Traditional plan will pay 5% of the required premiums and the employer will pay the remaining 95%."

10/20 Remove para 1(b) from Section 15.9. Captions and Gender:

"The captions used in each section are for identification purposes and are not a substantive part of this Agreement. References to the feminine gender shall equally apply to the masculine gender, or vice versa."

10/20 Change <u>language only</u> in Section 16.1 Classification & Wages:

"The job classifications and wages in the County's Pay Plan applicable to this unit are set forth in Appendix A attached hereto and by this reference made a part hereof. Appendix A reflects negotiated wage increases over the 2010 wage scale effect the first pay period on or after the date indicated below as follows:

effective the first day of the pay period after January 1, 2011

effective the first day of the pay period after January 1, 2012

effective the first day of the pay period after January 1, 2013

All pay increases, (including step) will be effective the first day of a pay period. Annual wage increases will be effective on the first day of the pay period after January 1 of each year. Step increases will be effective on the first day of the pay period after January 1 and July 1 annually."

10/20 Remove last para from Section 16.1 Classification & Wages:

"Employees hired after August 17, 2006, will be placed on a nine-step wage scale with ____% between the steps:"

11/3 Change Section 10.3, Probationary Period to:

"Personnel in training status may utilize PTO or compensatory time as authorized by Director or Assistant Director and do not fall under guidelines listed in section 10.9 Seniority Preference for PTO Requests."

12/1 Change Section 14.1. Medical Insurance to:

"<u>PPO Plan</u> – Community Blue PPO Plan 1 (Prescription Co-Pays \$10 / \$15 / \$20) <u>New Traditional Plan</u> – Blue Managed Traditional Comprehensive Major Medical Plan – Plan 2 (Prescription Co-Pays \$10 / \$40)"

Remove only "Old Traditional and POS plan & also add PPO 11 option.

Change fourth (4th) paragraph to read:

"Employees who elect the PPO plan will pay 20% of the required premiums and the employer will pay the remaining 80%. Employees who elect the New Traditional plan will pay 5% of the required premiums and the employer will pay the remaining 95%."

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Letter of Understanding between the County of Allegan, Allegan County Central Dispatch and the Governmental Employees Labor Council Allegan County Telecommunicators Unit.

TEMPORARY REDUCTION OF HOLIDAY PAY

This Letter of Understanding is entered into between the Allegan County Central Dispatch and County of Allegan (Employer), and the Governmental Employees Labor Council (Union) to set forth the 2012 temporary reduction of holiday pay process for the Allegan County Telecommunicators Unit.

This agreement is entered into on this _____ day of _____ 2011 and expires December 31, 2012.

Discussions between the Employer and Union resulted in a mutual agreement concerning the collective bargaining agreement and the process to be used to reduce the reported budget deficit for this unit. The parties have agreed to the following terms and conditions:

1. NUMBER OF HOLIDAYS TO BE REDUCED:

Each Employee shall have their Holiday work hours reduced as follows:

The Holiday pay shall be reduced by two (2) "work" holidays of twelve (12) hours each and one (1) "non-work" Holiday of eight (8) hours. This will equal twenty four (24) hours at one and one half (1 $\frac{1}{2}$) times hourly pay and eight (8) hours at the straight rate of pay.

2. OPTIONS FOR APPLICATION OF HOLIDAY REDUCTION:

- Option One: The Employee will notify the Employer in writing before December 15, 2011 as to which of the Holidays in 2012 they will select for reduction.
- Option Two: If notification is not timely received, the Employer will notify the employee which three Holidays will be affected by the reduction.

3. Nothing in this Letter of Understanding shall be construed as affecting or limiting the rights of the parties under the applicable collective bargaining agreements in connection with scheduling.

For the Employer:

For the Union:

Its:_____

Its:_____

Its:_____

GELC Labor Representative

Chief Steward

Alternate Steward

Date: _____

Date:

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THE POLICE OFFICERS LABOR COUNCIL ALLEGAN COUNTY CORRECTIONS OFFICERS UNIT Proposed Settlement for Fact Finding Oct. 19, 2011

1. Art. 5, Sec. 5.2 <u>Grievance Procedure</u>

Step One Oral Procedure: An employee with a complaint concerning the application or interpretation of this Agreement shall present the matter to the Jail Administrator or designee within 5 days

2. Art. 10. <u>Paid Time Off</u> Replace With:

Effective January 1, 2012, employees shall make a one (1) time election tochoose from the following Advance Paid Time Off (PTO) scale:

OPTION 1:

1. <u>ADVANCE OF PAID TIME OFF</u>: On the first payroll of each year, full-time employees will be credited with an advance of forty-eight (48) hours of paid time off (PTO). An employee starting work after January 1 will receive a pro-rated advance of PTO based on the number of months remaining in the year. An employee must terminate on or after the 15th the month to receive advanced PTO for the month.

2. <u>PAYBACKS OF ADVANCE PTO</u>: An employee terminating employment prior to the end of the year will be charged back for any unearned advanced PTO at the rate of four (4) hours per month for full-time employees. An employee must terminate employment with the County on or after the 15th of the month to earn advance PTO hours for the month.

3. <u>ACCRUAL RATE FOR PTO</u>: Each full-time employee will earn, "Paid Time Off" at the following rates. Accruals of PTO are earned during a pay period and banked on the scheduled pay date for that pay period.

YEAR OF EMPLOYMENT	PTO HOURS EARNED
	PER PAY PERIOD
First	1.54
Second	3.08
Third	3.39
Fourth	3.70

Fifth	4.00
Sixth	4.31
Seventh	4.62
Eighth	4.93
Ninth	5.23
Tenth	5.54
Eleventh	5.85
Twelfth and Beyond	6.16

When an employee reaches the anniversary date for the next higher rate of PTO accrual, earning at the new rate will begin on the next pay period following his/her anniversary.

4. <u>SEPARATION</u>: Upon separation from County employment, an employee will receive full pay (100%) for unused accumulated PTO hours up to a maximum of two hundred forty (240) hours. Anyone that has over two hundred forty (240) hours at the time of separation will lose any hours beyond the two hundred forty (240) hour limit. No one may use the PTO beyond his or her "last day worked." Compensation for unused PTO hours will be paid at the pay rate in effect on the employee's last working day.

5. <u>HOLIDAYS</u>: If a holiday falls within an employee's PTO period, it will not be deducted from the PTO balance unless the employee was scheduled to work on the holiday.

6. <u>LEAVE OF ABSENCE</u>: PTO hours do not accrue during an employee's unpaid leave of absence, or beyond the twelve (12) weeks of a qualified FMLA leave.

7. <u>ACCUMULATION OF PAID TIME OFF (PTO) HOURS</u>: The amount of PTO carried forward into a new payroll year is limited to a maximum of two hundred forty (240) hours. Each payroll year, employees must use or lose one-half (½) of the PTO hours earned in the payroll year.

8. <u>PAY OFF OF UNUSED PTO HOURS</u>: If, at the end of a payroll year, an employee has more than two hundred forty (240) hours of unused PTO, excluding PTO hours forfeited, the employee will be compensated for the hours in excess of two hundred forty (240) no later than February 28th of the following year. Compensation for these PTO hours will be paid at the employee's pay rate in effect on December 31st.

9. <u>PAID TIME OFF SCHEDULES</u>: PTO for other than emergency or illness must be approved in advance by the employee's supervisor.

1. <u>ADVANCE OF PAID TIME OFF</u>: On the first payroll of each year, full-time employees will be credited with an advance of eighty (80) hours of paid time off (PTO). An employee starting work after January 1 will receive a pro-rated advance of PTO based on the number of months remaining in the year. An employee must terminate on or after the 15th the month to receive advanced PTO for the month.

2. <u>PAYBACKS OF ADVANCE PTO</u>: An employee terminating employment prior to the end of the year will be charged back for any unearned advanced PTO at the rate of three and eight hundredths (3.08) hours for full-time employees.

3. <u>ACCRUAL RATE FOR PTO</u>: Each full-time employee will earn "Paid Time Off" at the following rates. Accruals of PTO are earned during a pay period and banked on the scheduled pay date for that pay period.

YEAR OF EMPLOYMENT	PTO HOURS EARNED
	PER PAY PERIOD
First	1.54
Second	3.08
Third	3.39
Fourth	3.70
Fifth	4.00
Sixth	4.31
Seventh	4,62
Eighth	4,93
Ninth	5,23
Tenth	5.54
Eleventh	5.85
Twelfth and Beyond	6,16

When an employee reaches the anniversary date for the next higher rate of PTO accrual, earning at the new rate will begin on the next pay period following his/her anniversary.

4. <u>SEPARATION</u>: Upon separation from County employment, an employee will receive half pay (50%) for unused accumulated PTO hours up to a maximum of one hundred sixty (160) hours. Anyone that has over three hundred twenty (320) hours at the time of separation will lose any hours beyond the one hundred sixty (160) hour limit. No one may use the PTO beyond his or her "last day worked." Compensation for unused PTO hours will be paid at the pay rate in effect on the employee's last working day.

5. <u>HOLIDAYS</u>: If a holiday falls within an employee's PTO period, it will not be deducted from the PTO balance unless the employee was scheduled to work on the holiday.

6. <u>LEAVE OF ABSENCE</u>: PTO hours do not accrue during an employee's unpaid leave of absence, or beyond the twelve (12) weeks of a qualified FMLA leave.

7. <u>ACCUMULATION OF PAID TIME OFF (PTO) HOURS</u>: The amount of PTO carried forward into a new payroll year is limited to a maximum of three hundred twenty (320) hours. Each payroll year, employees must use or lose one-half (½) of the PTO hours earned in the payroll year.

8. <u>PAY OFF OF UNUSED PTO HOURS</u>: If, at the end of a payroll year, an employee has more than three hundred twenty (320) hours of unused PTO, excluding PTO hours forfeited, the employee will be compensated for one-half (1/2) the hours in excess of three hundred twenty (320) no later than February 28th of the following year. Compensation for PTO hours will be paid at the employee's pay rate in effect on December 31st.

9. <u>PAID TIME OFF SCHEDULES</u>: PTO for other than emergency or illness must be approved in advance by the employee's supervisor.

3. Art. 12 Longevity

Add:

"Sec. 12.3 <u>Elimination of Longevity Benefit</u>. Notwithstanding the above sections of this article, effective January 1, 2012, only employees who have previously been paid the longevity benefit shall be eligible to receive the longevity benefit. The longevity benefit shall not be provided to any other employees."

4. Art. 16, Sec 16.1 <u>Classifications and Wages.</u>

January 1, 2011	0% wage increase.
January 1, 2012	0% wage increase.

5. Art. 17, Sec17.1 Duration of Agreement

Expires December 31, 2012

Change previous T/A to:

Change Section 13.3(b). Defined Contribution Plan to:

b) <u>Permissible Loans.</u> Each Employee shall be eligible to make loans against their vested retirement benefits. The following loan provisions, and any other provisions concerning loans by the employees, shall be determined by the loan administrator:

- 1. Maximum number of loans,
- 2. Processing fees,
- 3. Minimum and maximum amounts,
- 4. Interest to be paid,
- 5. Maximum loan period.

Payback of loan shall be in accordance to the Plan Administrator's loan guidelines when an employee leaves Allegan County employment.

Delete previous T/A(s):

11/3 Change Section 13.3(b). Defined Contribution Plan to:

b) <u>Permissible Loans.</u> Each Employee shall be eligible to inake loans against their vested retirement benefits subject to the following restrictions:

1. One (1) loan per Employee per calendar year.

2. Each loan shall be subject to an application fee. Fee amounts are established by and payable to the loan administrator.

3. Loans will be limited to a minimum of five hundred dollars (\$500) and a maximum of fifty percent (50%) of the Employee's vested benefits.

4. Interest to be paid on a loan will be determined by the loan administrator at the time of the loan application. Interest paid on loans will be credited to an Employee's individual pension account.

5. Loans will be repaid by payroll deduction during a term not to exceed five (5) years.

6. Payback of loan shall be in accordance to loan guidelines when an employee leaves Allegan County employment.

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12/1 Replace Section 10.9 Seniority Preference for PTO Requests with:

"Requests for PTO shall be submitted twice a year in conjunction with the shift bidding. The 6 month schedule shall be posted 30 days prior to the actual start of the new schedule by the Sheriff/designee starting the first day of the first full pay period of April and October of each year. Request for PTO during each 6 months schedule shall be submitted to the shift sergeant on the new schedule 30 days prior to the effective date of the schedule. If two (2) or more employees request PTO at the same time and both or any employee cannot be approved off at the same time, preference for PTO will be given by seniority. In the event an employee cancels his/her time off, preference will be given to those who had requested the time off originally, 30 days prior to the beginning for the new schedule. After the beginning of the new schedule, those requesting PTO during the current schedule will be given preference in the order of receipt hy the shift sergeant. If an employee's schedule is changed by management after approval for time off has been received, the Employer shall make every attempt to grant the PTO as previously approved."

TENTATIVE AGREEMENTS

<u>Date</u>	Subject
10/20	Replace any/all references to "he/she" with "employce".
10/20	Replace para 2, Section 1.1. Collective Bargaining Unit with:
	"All regular, full-time Corrections Officers, all of which are employed in the Sheriffs Department; but excluding Corrections Command, all part- time employees, supervisory personnel and all other employees of the County or the County Sheriff."
10/20	Replace 8.12 Designated Supervisor Position with:
	"Employees temporarily assigned to a designated supervisor position shall be paid 12.5% above their regular straight time hourly rate for time spent in the temporary fill position. '

10/20	Correct typo in Section 10.7 Accumulation of Paid Time Off (PTO Hours).
	"Accumulation of PTO hours is limited. The amount carried forward into a new calendar year shall be limited to 240 hours."
10/20	Move 10.10. Funeral Leave to Leaves of Absence as Section 9.8.
10/20	In Section 10.1. Advance of Paid Time Off
	Remove the first and second sentence, which are: "On January 1, 2000 each full-time Employee was credited with an advance of forty (40) hours of paid time off. Following the ratification of this agreement by both parties, each employee will be credited with an additional eight (8) hours of paid time off."
	Remove the word "thereafter" from the third sentence: "On January 1 of each year each full-time employee will be credited with an advance of forty-eight (48) hours of paid time off."
10/20	Remove "thirty (30) days" from the first sentence in Section 10.4. Separation.
	"Upon separation from County employment, an Employee shall receive full pay for unused accumulated PTO hours to a maximum of 240 hours."
10/20	Remove/Change as noted below, Section 14.1:
	Remove everything from para 4 except: "Employees who elect the PPO or POS plan will pay 20% of the required premiums and the employer will pay the remaining 80%. Employees who elect the New Traditional plan will pay 5% of the required premiums and the employer will pay the remaining 95%."
10/20	Remove para 2, Section 14.3. Incentive to Opt Out.
	"Eligible employees will begin accruing the increased incentive retroactive to January 1, 2009, for payment no later than February 28, 2010."

10/20 Remove Section 15.9. Captions and Gender: (re-number accordingly)

"The captions used in each section are for identification purposes and are not a substantive part of this Agreement. References to the feminine gender shall equally apply to the masculine gender, or vice versa."

10/20 Change <u>language only</u> in Section 16.1 Classification & Wages:

"The job classifications and wages in the County's Pay Plan applicable to this unit are set forth in Appendix A attached hereto and by this reference made a part hereof. Appendix A reflects negotiated wage increases over the 2010 wage scale effect the first pay period on or after the date indicated below as follows:

effective the first day of the pay period after January 1, 2011

effective the first day of the pay period after January 1, 2012

effective the first day of the pay period after January 1, 2013

All pay increases, (including step) will be effective the first day of a pay period. Annual wage increases will be effective on the first day of the pay period after January 1 of each year. Step increases will be effective on the first day of the pay period after January 1 and July 1 annually."

REMOVE: "Employees hired after November 16, 2006, will be placed on a nine-step wage scale with 4.6% between the steps."

11/3 Replace Section 2.3. Dues Chcck Off with:

"All those Employees who are or become members of the Union and who presently execute payroll deduction anthorization cards, therefore, which shall be provided by the Union, the provisions of which must conform to the legal requirements imposed by state law, the Employer agrees to deduct from the first and second paycheck of each month, the regular monthly dues or representation fee in the amounts certified to the Employer by the Financial Secretary within fifteen (15) calendar days thereafter."

11/3 Replace Section 10.8 Paid time Off Schedules with:

"The Sheriff or designee shall determine the number of Employees who can be approved for time off from the department for Paid Time Off (PTO) purposes at any one time and shall prepare schedules accordingly. It shall be the practice of the Sheriff or designee to schedule PTO absences over as wide a period as possible in order to obviate the need for hiring temporary personnel. PTO utilization requires approval of the sheriff or designee."

11/3 Replace Section 11.2 – Eligibility with:

"To be eligible for holiday pay under this Article, an employee must be a member of the bargaining unit as of the date the recognized holiday is observed and must have worked the last day the employee was scheduled to work prior to the recognized holiday and the next day following such holiday, except in the cases where the employee's absence on such day or days is 1) the employee's regularly scheduled and approved PTO or Compensatory Time or 2) excused by the Sheriff or designee."

"Holiday pay does not count toward base hours for overtime purposes. Paid Time Off and Compensatory time hours are considered as time worked."

11/3 Replace Section 11.3 Holiday Pay with:

"Section 11.3 Holiday Pay – Not Worked. When an eligible employee does not work on the day a recognized holiday is observed, holiday pay will be paid to eligible employees based on their regularly scheduled weekly assignment of 8, 10, or 12 hours at the rate of their straight time pay for each day on which a recognized holiday is observed."

11/3 Replace Section 11.4 Holiday Work with:

<u>"Section 11.4 Holiday Pay – Worked.</u> When an eligible employee works on the day a recognized holiday is observed, the employee shall be paid one and one-half $(1 \frac{1}{2})$ times their straight-time hourly rate for the hours so worked (in addition to the holiday pay provided in Section 11.3) In lieu of monetary compensation for such holiday worked, employees may choose compensatory time at the same rates as noted above."

12/1 Add to Section 8.1 Seniority:

"An employee who leaves the bargaining unit, but does not discontinue employment with the County of Allegan, shall have bargaining unit seniority froze for a period of twenty four months. If the employee returns to the bargaining unit within the twenty four months, they shall pick up unit seniority from the point at which the time was frozen."

12/1 8.7. Temporary Transfers. Agree to correct gender items.

12/1 Replace Section 8.11 Shift Bidding paragraphs as noted below:

a. "Bid notices shall be posted in February and August each year to be effective on the first work day of the first full pay period in April and October. Corrections officers may select a shift assignment, 5a-5p or 5p-5a from the positions available by seniority. The scheduled shall be posted 30 days prior to the beginning date of the new schedule."

d. "Employee's may request to change their shifts by mutual agreement between the affected employees with the approval of the Sheriff/designee and provided that such shift change does not result in overtime liability for the Employer"

12/1 Change Section 14.1. Medical Insurance to:

"<u>PPO Plan</u> – Community Blue PPO Plan 1 (Prescription Co-Pays \$10 / \$15 / \$20) <u>New Traditional Plan</u> – Blue Managed Traditional Comprehensive Major Medical Plan – Plan 2 (Prescription Co-Pays \$10 / \$40)"

Remove only "Old Traditional and POS plan & also add PPO 11 option.

Change fourth (4th) paragraph to read:

"Employees who elect the PPO plan will pay 20% of the required premiums and the employer will pay the remaining 80%. Employees who elect the New Traditional plan will pay 5% of the required premiums and the employer will pay the remaining 95%."

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Letter of Understanding between the County of Allegan, the Allegan County Sheriff's Office and the Police Officers Labor Council Allegan County Corrections Officers Unit

REDUCTION OF HOURS

This Letter of Understanding is entered into between the Allegan County Sheriff's Office and County of Allegan (Employer), and the Police Officers Labor Council (Union) to set forth the 2012 reduction of hours process for the Allegan County Sheriff's Corrections Officers Unit.

This agreement is entered into on this _____ day of _____ 2011 and expires December 31, 2012.

Discussions between the Employer and Union resulted in a mutual agreement concerning the collective bargaining agreement and the process to be used to reduce the reported budget deficit for this Unit. The parties have agreed to the following terms and conditions:

1. NUMBER OF HOURS TO BE REDUCED:

The total number of hours each bargaining unit member must reduce their annual work hours by is fifty seven (57) hours of work.

2. OPTIONS FOR USE OF REDUCED HOURS:

- Option One: Equal or near equal per pay period reduction (this option will be assigned by Division Lientenant)
- Option Two: Blocks of your normal shift hours (8, 10 or 12)

Option Three: One block of the total hours

3. The options above are voluntary selections by the employee. Unemployment cannot be collected if any option selected causes the employee under normal circumstances to be eligible.

4. All unit members of each unit shall select the year 2012 option of reduced hours that they choose hy December 15, 2011.

5. For each bid cycle, the Division Lieutenants shall use seniority to assign the hour reductions.

6. Nothing in this Letter of Understanding shall be construed as affecting or limiting the rights of the parties under the applicable collective bargaining agreements in connection with scheduling.

 For the Employer:
 For the Union:

 Its:
 POLC Labor Representative

 Its:
 Chief Steward

 Its:
 Date:

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