



Appendix A: Letter of Understanding – Article 8 (#4)

In recognition of the several disputes which have arisen between the Department of State Police and individual members of the bargaining unit over the interpretation of Article 8, Part A, Sections 6 and 9f, of the Collective Bargaining Agreement, and in an effort to promote the orderly and timely conducting of Discipline Panels, Discipline Appeal Board, and arbitrations involving discipline, the parties hereby stipulate and agree as follows:

1. The defendant(s) and employee witnesses, regardless of who calls them, shall be entitled to straight-time pay when required to attend a Discipline Panel, Discipline Appeal Board, or arbitration involving discipline. In addition, they shall be entitled to compensatory time at the rate of time-and-one-half if actual time spent in the hearing, and actual necessary travel time exceeds eight hours. Witnesses are eligible for travel and per diem expenses pursuant to Article 17, Part B, of the Collective Bargaining Agreement. It is understood that employee witnesses are entitled to pay and expenses only if their testimony is directly related to the charges made against an accused employee.
2. An Association employee representative and Association members of the Discipline Panel or Discipline Appeal Board shall be entitled to straight-time pay for time spent at such proceedings and actual necessary travel time to and from the proceedings. In addition, they shall be entitled to compensatory time at the rate of time-and-one-half if actual time spent in the hearing, actual necessary travel time, and other hours worked exceeds eight hours. It is understood that such employees will be provided the use of a department vehicle or will be reimbursed for necessary mileage at the Employer's option, pursuant to Article 17, Part B, of the Collective Bargaining Agreement.
3. The Employer will endeavor to schedule Discipline Panels and Discipline Appeal Boards with sufficient notice to permit the orderly work scheduling of witnesses, employee representatives and Association members of the Discipline Panels and Discipline Appeal Boards.
4. Prior to any disciplinary hearing, the parties will exchange a list of witnesses and the employee representative they intend to call, if any, with sufficient notice to permit the scheduling of the employees. The parties also agree to utilize stipulations, depositions, or transcripts prepared by a certified shorthand reporter in lieu of witness testimony when reasonably requested by the opposing party.

The cost of transcripts shall be borne by the requesting party. A party who intends to submit a transcript to the arbitrator shall provide the opposing party with a copy of the transcript before submitting it to the arbitrator.



The parties further agree that this letter of understanding shall be supplemental to the Collective Bargaining Agreement except to the extent it specifically conflicts with the provisions of Article 8, Part A, Section 6 and 9f, in which case this letter of understanding shall supersede the Agreement.

