

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Larry B. Hyman, Jr., Circuit Court Judge

Case No. 2014-CP-26-8261
Appeal No. 2017-000015

Wylie Neil Doyle, Timothy Lee, Anthony J. Mottola, III, and David Todd Appellants,

v.

Horry County d/b/a Horry County Fire Rescue..... Respondent.

RECORD ON APPEAL

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SC Court of Appeals

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In April 2008, Horry County issued to each Plaintiff a document known as a "Statement of Wages". These Statements of Wages showed their salary before and after the Propay increase. Each Plaintiff signed their respective Statement of Wages in April 2008.

Since April 2008, the Plaintiffs disagreed with the Propay increases they received and, over several years, they questioned various members of the County's Human Resources Department about the Propay increase. Ultimately, on December 11, 2014, seven and one-half (7½) years after the implementation of Propay, Plaintiffs filed suit against Horry County, alleging the County incorrectly calculated their Propay increase in April 2008.

This case was tried from September 20 to September 21, 2016. During Plaintiffs' case-in-chief, each Plaintiff, and Dennis Gibbons, also a firefighter/paramedic for the County, testified that they understood their respective Statement of Wages when they signed it in April 2008. The Plaintiffs, and Mr. Gibbons, further each testified that they believed that their new salary shown on their respective Statement of Wages was incorrect when they signed in April 2008, as each believed they should have received additional pay.

At the conclusion of Plaintiffs' case, Horry County moved for a directed verdict with respect to all of Plaintiffs' causes of action. This Court granted the County's motion. With respect to the Wage Act claim, which is the subject of this motion, this Court found that it was barred by the statute of limitations. Thereafter, on or about October 4, 2016, Plaintiffs submitted this Motion for Reconsideration and New Trial.

ANALYSIS

I. STATUTE OF LIMITATIONS FOR WAGE ACT

In their Motion for Reconsideration and New Trial, Plaintiffs argue the statute of limitations for their Wage Act claim should start anew with each allegedly incorrect paycheck the

Plaintiffs received from the date of the Propay increase on March 29, 2008 to the present. This argument was previously considered by the South Carolina Court of Appeals in Maier v. Titex Corp., 331 S.C. 371, 500 S.E.2d 201 (Ct. App. 1998), and it was rejected.

In Maier, the plaintiff was hired by a manufacturing company in 1985. Id. at 375, 500 S.E.2d at 206. The plaintiff's offer letter stated that he would be entitled to a fifty percent bonus plan, which provided that fifty percent of the pre-tax profits of the company would be divided among direct sales personnel, including the plaintiff. Id. No bonuses were distributed until 1987, when the plaintiff received a \$28,000.00 bonus. Id. In September 1987, the company decided to terminate the fifty percent bonus plan and replace it with a discretionary bonus plan. Id. The company failed to provide the plaintiff with written notice of the cancellation of the fifty percent bonus plan. Id. On September 27, 1994, the company terminated the plaintiff. Id. at 376, 500 S.E.2d at 206. Thereafter, the plaintiff filed suit against the company, alleging he was owed bonuses pursuant to the fifty percent bonus plan from 1988 through 1994. Id. at 383, 500 S.E.2d at 210. The company argued the statute of limitations barred plaintiff's attempt to recover bonuses from 1988 through 1994. Id. The plaintiff alleged his action was timely filed because the company failed to pay bonuses to him every year from 1988 through 1994. Id. The plaintiff asserted this was a "continuing wrong," with the statute of limitations clock starting anew for every violation. Id.

The Court of Appeals found the company's failure to pay plaintiff pursuant to the fifty percent bonus plan was "a single wrong with continuing effects." Id. at 383, 500 S.E.2d at 211. The Court continued, "[the company's] 'wrong' was the one-time unilateral abrogation of the 'fifty percent bonus plan,' and replacement of this plan with a purely discretionary bonus plan." The Court of Appeals observed, "[t]he objective test in South Carolina's discovery rule is sufficient to

allow plaintiffs the opportunity to discover and act upon the breach, without need for application of the “continuing wrong” doctrine in this situation.” Id. at 384, 500 S.E.2d at 211.

The discovery rule is well-established in South Carolina. Pursuant to the discovery rule,

the statute of limitations begins to run when a cause of action reasonably ought to have been discovered. The statute runs from the date the injured party either knows or should have known by the exercise of reasonable diligence that a cause of action arises from the wrongful conduct. We have interpreted the ‘exercise of reasonable diligence’ to mean that the injured party must act with some promptness where the facts and circumstances of an injury place a reasonable person of common knowledge and experience on notice that a claim against another party might exist. Moreover, the fact that the injured party may not comprehend the full extent of the damage is immaterial.

Dean v. Ruscon Corp., 321 S.C. 360, 364, 468 S.E.2d 645, 647 (1996).

The date on which discovery should have been made is an objective, not subjective, question. Kreutner v. David, 320 S.C. 283, 465 S.E.2d 88 (1995). “In other words, whether the particular plaintiff actually knew he had a claim is not the test.” Joubert, 341 S.C. at 191, 534 S.E.2d at 9. “[C]ourts must decide whether the circumstances of the case would put a person of common knowledge and experience on notice that some right of his has been invaded, or that some claim against another party might exist.” Id.; see Wiggins v. Edwards, 314 S.C. 126, 442 S.E.2d 169 (1994) (exercise of reasonable diligence means simply that injured party must act with some promptness where facts and circumstances of injury would put person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist; statute of limitations begins to run from this point and not when advice of counsel is sought or full-blown theory of recovery is developed).

“South Carolina’s statute of limitations requires ‘very little to start the clock.’” Maher v. Titex Corp., 331 S.C. 371, 380, 500 S.E.2d 201, 208 (Ct. App. 1998) (quoting Roe v. Doe, 28 F.3d

404, 407 (4th Cir. 1994)). The statute of limitations “is not delayed until the injured party seeks advice of counsel or develops a full-blown theory of recovery; instead, reasonable diligence requires a plaintiff to act with some promptness.” Maher, 331 S.C. at 377, 500 S.E.2d at 207 (internal citations and quotations omitted).

In April 2008, Horry County provided Plaintiffs with written notice of the Propay increase, when the County issued a Statement of Wages to each Plaintiff. The Statement of Wages showed each Plaintiff’s salary before and after the Propay increase. Each Plaintiff signed their respective Statement of Wages in April 2008. At trial, Plaintiffs testified that they understood their Statement of Wages when they signed it in April 2008. The Plaintiffs further testified that they believed their wages were incorrect when they signed their Statement of Wages, as they believed they should have received additional pay as a result of the Propay increase.

Accordingly, pursuant to the discovery rule and the Court of Appeals’ ruling in Maher, at trial I held that the statute of limitations for Plaintiffs’ Wage Act cause of action commenced with the issuance of the Statements of Wages signed by each Plaintiff. In April 2008, Plaintiffs, according to their own testimony, became aware that the Propay increase they received was incorrect, at least according to their interpretation of Propay. Thus, from there, Plaintiffs had three (3) years from the time they received written notice of their change in pay to bring suit under the Wage Act. S.C. Code Ann. § 41-10-80(C). Plaintiffs did not file suit until December 11, 2014. Because Plaintiffs failed to file this legal action within three (3) years of when they received written notice of their change in pay, their cause of action for violation of the Wage Act is barred by the statute of limitations. See S.C. Code Ann. Sec. 41-10-80(C) (“Any civil action for the recovery of wages must be commenced within three years after the wages become due.”).

II. EQUITABLE TOLLING OF THE STATUTE OF LIMITATIONS

Next, Plaintiffs argue the statute of limitations of the Wage Act should be equitably tolled. Plaintiffs fail to raise a compelling reason to justify equitable tolling of the statute of limitations. Our Supreme Court has observed that “equitable tolling is a doctrine that should be used sparingly and only when the interests of justice compel its use.” Hooper v. Ebenezer Senior Servs. & Rehab. Ctr., 386 S.C. 108, 117, 687 S.E.2d 29, 33 (2009). Furthermore, the party seeking to invoke the doctrine of equitable tolling bears the “devoir of persuasion” and must establish a “compelling basis for awarding such relief.” Id. at 115, 687 S.E.2d at 33 (citing 54 C.J.S. Limitations of Actions § 115).

Here, based on Plaintiffs’ testimony, they believed their wages to be incorrect when they signed their respective Statement of Wages in April 2008. Plaintiffs point to no evidence demonstrating that Horry County actively misled or prevented them from timely filing suit within the limitations period. See Kaplan v. Morgan Stanley & Co., 2009 VT 78, ¶ 11, 186 Vt. 605, 610, 987 A.2d 258, 264 (Vt. 2009) (“Equitable tolling applies either where the defendant is shown to have actively misled or prevented the plaintiff in some extraordinary way from discovering the facts essential to the filing of a timely lawsuit, or where the plaintiff has timely raised the same claim in the wrong forum.”). Likewise, Plaintiffs fail to raise any other compelling reason to justify the equitable tolling of the statute of limitations.

Accordingly, I find it would be inappropriate to equitably toll the statute of limitations on Plaintiffs’ Wage Act cause of action.

III. EQUITABLE ESTOPPEL

Lastly, Plaintiffs argue that Horry County should be estopped from raising the statute of limitations as a defense to Plaintiffs’ Wage Act cause of action. See Parker v. Parker, 313 S.C.

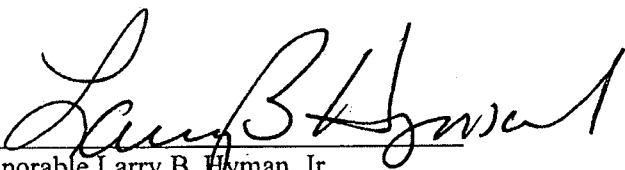
482, 487, 443 S.E.2d 388, 391 (1994) (Equitable estoppel operates to deny a party "the right to plead or prove an otherwise important fact."). Plaintiffs fail to point to any conduct on the part of Horry County that would justify the application of equitable estoppel. See Mahe, 331 S.C. at 381, 500 S.E.2d at 209 (The elements of estoppel as to the party estopped are (1) conduct by the party estopped which amounts to a false representation or concealment of material facts; (2) the intention that such conduct shall be acted upon by the other party; and (3) knowledge, actual or constructive, of the true facts. As to the party claiming estoppel, the elements are (1) lack of knowledge and of the means of knowledge of the truth as to the facts in question; and (2) reliance upon the conduct of the party estopped.) (citing Brayboy v. Ewing, 311 S.C. 272, 273, 428 S.E.2d 731, 732 (Ct. App. 1993)).

As a result, I find the doctrine of equitable estoppel does not apply, and it does not bar the County from raising the statute of limitations as a defense to Plaintiffs' Wage Act claim.

CONCLUSION

For the foregoing reasons, Plaintiffs' Motion for Reconsideration and New Trial is denied, and the Court's Order directing a verdict in favor of Horry County on Plaintiffs' Wage Act cause of action stands.

IT IS SO ORDERED.


Honorable Larry B. Hyman, Jr.
Circuit Court Judge At-Large,
Fifteenth Judicial Circuit

Dated: 12-6-16
Conway, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-26-8261

Wylie Neil Doyle, Timothy Lee,)
Anthony J. Mottola, III, and)
David Todd,)
)
Plaintiffs,)

CERTIFICATE OF SERVICE

vs.)

Horry County d/b/a Horry County)
Fire Rescue,)
)
Defendant.)
_____)

I, Carole Koerner, an employee for the McNair Law Firm, P.A., attorneys for the Defendant in the above captioned action, certify that I have this the 9th day of December, 2016 served the below listed documents via email communication and/or U.S. Mail, first class, with postage attached thereto and addressed to counsel of record as follows:

Documents:

1. Order Denying Plaintiffs' Motion for Reconsideration and New Trial; and
2. Certificate of Service

Attorney:

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Fax: (803) 799-9533
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Attorneys for the Plaintiffs



Carole Koerner

FORM 4

STATE OF SOUTH CAROLINA
 COUNTY OF HORRY
 IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
 CASE NUMBER 2014CP2608261

Wylie Neil Doyle	Timothy Lee David Todd	Horry County	Horry County Fire and Rescue
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PLAINTIFF(S)	DEFENDANT(S)
Submitted by: Clerk of Court	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit);
 Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other: _____

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 HORRY COUNTY

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order; (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

Mid-Trial Motion for Directed Verdict per SCRPC Rule 50 GRANTED for the defendant.

This order ends does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**



Circuit Court Judge

2152

Judge Code

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SEP 30 2016

J. LEWIS GOSWAMI
 & ASSOCIATES, L.L.C.

For Clerk of Court Office Use Only

This judgment was entered on September 21, 2016 and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

James Paul Porter 1418 Laurel Street, Suite A Columbia, SC 29201

Henrietta U. Golding PO Box 336 Myrtle Beach, SC 29578

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter - Dixie Eubank

Melanie Huggins-Ward - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 2015-CP-26-8261

Wylie Neil Doyle, Timothy Lee,)
Anthony J. Mottola, III, and)
David Todd,)

Plaintiffs,)

ANSWER OF DEFENDANT

vs.)

Horry County d/b/a Horry County)
Fire Rescue,)

Defendant.)

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2015 JAN 15 PM 2:16
MELANIE PROSSER, WARD
CLERK OF COURT

The Defendant, answering the Complaint, would respectfully show and allege unto this Honorable Court as follows:

FIRST DEFENSE

1. The allegations of Paragraphs 1 and 2 are admitted.
2. In answering Paragraphs 3 and 4, it is denied that the Plaintiffs have any valid claims under the South Carolina Payment of Wages Act nor under the common law of the State of South Carolina. Further, the alleged events are not a basis for any legal action against this Defendant.
3. The allegations of Paragraphs 5 are admitted.
4. The allegations of Paragraph 6 are denied in that the Defendant does not combine service time of employees, but it is admitted that the Plaintiffs have each been employed with the Defendant for a number of years.
5. In answering Paragraph 7, it is admitted, that each Plaintiff continues to be in the employ of the Defendant and ostensibly are performing their job duties.

6. The allegations of Paragraph 8 are denied in that the Defendant utilizes a pay grade/step framework as a system in which all employees performing the same job at the same level of performance receive the same rate of pay. Contrary to the Plaintiff's allegation, length of service alone does not dictate pay increases.

7. In answering Paragraph 9, it is only admitted that the Defendant provides monetary incentives to employees with certain certifications.

8. In answering Paragraph 10, it is denied that Chief Alderman sent a letter describing salary actions to take place, but rather he attempted to communicate his understanding of proposed pay actions.

9. In answering Paragraph 11, it is admitted that each Plaintiff was placed in a lower grade and then a ProPay supplement was awarded to each Plaintiff.

10. The allegations of Paragraphs 13 through 17, and 19 through 40 are denied.

SECOND DEFENSE

11. The allegation of the First Defense are incorporated herein and made a part and parcel hereof.

12. No Plaintiff adhered to the Defendant's grievance policy nor followed the Defendant's grievance procedures as set forth in the Defendant's Grievance Policy and as a result, the Complaint should be dismissed with prejudice.

THIRD DEFENSE

13. The allegations of the First and Second Defense are incorporated herein and made a part and parcel hereof.

14. Each claim asserted by the Plaintiffs are barred by the applicable statute of limitations and therefore the Complaint should be dismissed with prejudice.

FOURTH DEFENSE

15. The allegations of the First, Second and Third Defense are incorporated herein and made a part and parcel hereof.

16. The Plaintiffs have been fully paid for all compensation they were entitled to receive and therefore, the Complaint should be dismissed with prejudice.

FIFTH DEFENSE

17. The allegations of the First, Second, Third and Fourth Defense are incorporated herein and made a part and parcel hereof.

18. Each Plaintiff is an employee-at-will and therefore, any and all compensation received by the Plaintiffs from the Defendant for wages are subject to the sole discretion of the Defendant so long as such wages are in compliance with the Fair Labor Standard Act.

19. All wages paid by the Defendant to the Plaintiffs have been in compliance with the Fair Labor Standard Act.

20. Since the Defendant has complied with the Fair Labor Standard Act and the Plaintiffs are employees-at-will, the Plaintiffs have no standing to contend that they are entitled to more monies than they received from the Defendant.

SIXTH DEFENSE

21. The allegations of the First, Second, Third, Fourth, and Fifth Defense are incorporated herein and made a part and parcel hereof.

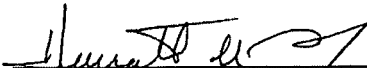
22. Each Plaintiff agreed to the wage adjustments which were effective March 29, 2008 and such is evidenced by their signature on their applicable Statement of Wages.

23. The acceptance by each Plaintiff bars each Plaintiff from asserting any claims against the Defendant.

WHEREFORE, having answered the Complaint, the Defendant prays that the same be dismissed, for the costs of this action and for such other and further relief as this Court may deem just and proper.

Respectfully submitted:

McNair Law Firm, P.A.


Henrietta U. Golding, S.C. Bar # 2173
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MELANIE HIGGINS, CLERK
CLERK OF COURT

Myrtle Beach, South Carolina

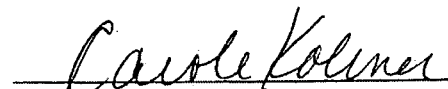
January 20, 2015

CERTIFICATE OF SERVICE

I, Carole Koerner, an employee of McNair Law Firm, P.A., certify the foregoing document was served via United States Mail, postage prepaid, and/or by Electronic Mail, to the Counsel of Record, and/or Pro Se Parties, on this the 20th day of January, 2015, as follows:

Addressee(s):

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Attorneys for the Plaintiffs


Carole Koerner

Myrtle Beach, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Wylie Neil Doyle, Timothy Lee, Anthony J. Mottola, III, and David Todd

Plaintiff(s)

vs.

Horry County d/b/a Horry County Fire and Rescue

Defendant(s)

Submitted By: J. PAUL PORTER

Address: 1418 Laurel Street, Suite A, P. O. Box 11675, Columbia, SC 29211

IN THE COURT OF COMMON PLEAS

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CIVIL ACTION COVERSHEET

DEC 17 2014

J. LEWIS CROMER & ASSOCIATES, LLC

2014-CP - 26- 8261

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SC Bar #: #100723
Telephone #: 803-799-9530
Fax #: 803-799-9533
Other:
E-mail: pporter@jlewiscromerlaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), Employment (120), General (130), Breach of Contract (140), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case #, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Assault/Slander/Libel (300), Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Sexual Predator (510)

Submitting Party Signature:

[Handwritten Signature]

Date: December 10, 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
Wylie Neil Doyle, Timothy Lee,)
Anthony J. Mottola, III, and David)
Todd,)
)
Plaintiffs,)
)
v.)
)
Horry County d/b/a Horry County)
Fire Rescue)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTEENTH JUDICIAL CIRCUIT
CASE NO. 2014-CP-26- 8261

SUMMONS
(Jury Trial Demanded)

IN DEC 11 PM 1:45
RECEIVED
CLERK OF COURT

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

J. LEWIS CROMER & ASSOCIATES, LLC

BY: 

J. Lewis Cromer (#1470)
J. Paul Porter (#100723)
1418 Laurel Street, Suite A
Post Office Box 11675
Columbia, South Carolina 29211
Phone 803-799-9530
Fax 803-799-9533

Attorneys for Plaintiff

December 10, 2014,
Columbia, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HORRY)
)
 Wylie Neil Doyle, Timothy Lee,)
 Anthony J. Mottola, III, and David)
 Todd,)
)
 Plaintiffs,)
)
 v.)
)
 Horry County d/b/a Horry County)
 Fire Rescue)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 FOR THE FIFTEENTH JUDICIAL CIRCUIT
 CASE NO. 2014-CP-26- 8261

COMPLAINT
 (Jury Trial Demanded)

RECEIVED
 IN DEC 11 PM 1:45
 CITY

EMPLOYMENT CASE

The Plaintiff complaining of the defendants respectfully alleges as follows:

PARTIES & JURISDICTION

1. Plaintiffs, Wylie Neil Doyle (“Doyle”), Timothy Lee (“Lee”), Anthony J. Mottola, III, (“Mottola”), and David Todd (“Todd”) are employees of the Defendant reside in Horry County.
2. The Defendant County d/b/a Horry County Fire Rescue Department (“Defendant Department” or “Defendant”) is a departmental subdivision of Horry County, South Carolina. The Defendant Department is a career and volunteer department tasked with fire protection to unincorporated areas and emergency medical care within the county and has its principal offices located in Horry County, South Carolina.
3. This action arises under the South Carolina Payment of Wages Act (S.C. Code Ann. § 41-10-10) and the common law of South Carolina.
4. The majority of events giving rise to this action occurred in Horry County, the parties have substantial connections to Horry County, and jurisdiction is proper.

ALLEGATIONS

5. Plaintiffs Doyle, Lee, and Todd are Firefighter/Paramedics for the Defendant Department. Plaintiff Mottola is a Lieutenant/Paramedic for the Defendant Department and was a Firefighter/Paramedic for much of the time relevant to this action.

6. The Plaintiffs have a combined record of service to the Defendant Department of approximately 77 years; respectively the Plaintiffs have worked for the Defendant Department as follows: Plaintiff Doyle has worked for the Defendant for 21 years, Plaintiff Lee has worked for the Defendant Department for 17 years, Plaintiff Mottola has worked for the Defendant Department for 14 years, and Plaintiff Todd has worked for the Defendant Department for 25 years.

7. Each of the Plaintiffs has a commendable record of service for the Defendant and has performed in a competent, if not better than competent manner.

8. The Defendant, at all times relevant hereto, has paid employees based on a grade and step formula. In that formula, an employee's grade is based on their position and their step within that grade is based on the amount of years they have been employed by the Defendant.

9. In or around July, 2008, the Defendant Department instituted a "Propay" system wherein Firefighter/Paramedics were regraded to a lower grade on the Defendant Department's salary schedule, but were also given a "Propay" incentive increase of \$7,500 in salary for being cross-trained as paramedics and firefighters.

10. The Defendant Department's then Fire Chief, Garry B. Alderman, sent a letter to all Department employees describing the salary actions to take place. (Exhibit 1; Alderman Letter). As relevant hereto that letter stated:

- "There have been many questions in reference to the new Public Safety Pay Raises that were unveiled by Public Safety Director Whitten at this week's

morning in-service. I wanted to try and dispel some of the myths that you may have heard . . .

- “Non-cross trained personnel did not receive any salary increases.”
- “Firefighters have been regraded from a grade 14 to a grade 15 . . .”
- “. . . Propay breaks down into two categories: Firefighter/Paramedic and Paramedic/Officers.”
- “All Firefighter/Paramedics have been regraded from a Grade 17 to a grade 15 in what every respective step you were currently in. A grade 17 step 4 would now be a grade 15 step 4. After the regarding, Propay of \$7, 500.00 was added back into the Firefighter Paramedic’s salary . . .”
- “Another example for Propay in reference to Firefighter/Paramedics is:
 - Grade 17 step 4 is = \$36, 359.87
 - Grade 15 step 4 with Propay is = \$40,946.35”
- “Propay is calculated into a person’s hourly rate and therefore affects both hourly overtime pay.”

11. Thus, each Plaintiff was to be reduced two grade levels, stay at their same step within the new grade, and receive a \$7,500 for being paramedic certified.

12. Firefighter/paramedics were reduced in grade level so that they would not be graded above their supervisors.

13. Firefighter/paramedics were given a “Propay” to incentivize there being dually certified, maintain continued employment, and, upon information and belief, to gain various insurance benefits and premium reductions conferred as a result of having cross-trained employees.

14. Contrary to the Defendant’s explicit, written, and orally stated representations the Plaintiffs were not placed in their Grade 17 step-levels when reduced to Grade 15. Plaintiffs were given reduced steps as follows: Plaintiff Doyle who was a Grade 17, Step 15 employee was made a Grade 15, Step 9 employee; Plaintiff Lee who was a Grade 17, Step 10 employee was made a Grade 15, Step 1 employee; Plaintiff Mottola who was a Grade 17, Step 8 employee was made a Grade 15, Step 1 employee; and Plaintiff Todd who was a Grade 17, Step 18 employee was made a Grade 15, Step 12 employee.

15. Because of the uncalled for step reduction described above, the Plaintiffs have been paid less than they were promised, and are due, since 2008.

16. The amount at which Plaintiffs have been underpaid has increased since 2008 due to cost of living raises and multiple step increases since that time.

17. In 2013, Plaintiff Mottola was promoted from Firefighter/Paramedic to Lieutenant/Paramedic and actually received a reduction in pay along with the promotion due to "Propay" implementation issues.

18. Plaintiffs have made several complaints up the chain of command that they are being underpaid.

19. In response to those complaints, and otherwise, the Defendant Department's administration has acknowledged issues with the Propay system as follows:

- On October 6, 2013 Assistant Chief Douglas Cline wrote to Deputy Chief Kenneth Beans "Based upon reviewing [Plaintiff Mottola's] pay history paperwork, he did not receive the full \$7,500 pro-pay amount for his paramedic certification, but when promoted, [h]is pay was deducted \$7,500 pro-pay before the promotion pay was calculated and they then added the \$3000 pro-pay for Lieutenants which equates to an inequity in the pay as they took substantially more than he received in pay." (Exhibit 2; Email Chain 10/7/13)
- On October 7, 2013 Deputy Chief Kenneth Beans replied: "When pro-pay was initiated, no policy was established. HR has no written guidance on pro-pay. It was historically handled by Sally issuing a memo to HR, and then Finance Dept. made the salary changes based on that memo. There are several members of the department with pro-pay issues but it's not as simple as add or deduct a specific pro-pay amount based on rank. On 20 May 2013, I provided Mr. Whitten with a document, showing the formula I would like to use as a basis for pro-pay policy. Despite a few reminders, no feedback . . ." (*Id.*)
- The Defendant Departments Chief Fred Crosby emailed the following note concerning pro-pay to the Department's email list-serve on December 17, 2013: "Pro Pay" "All FF Paramedics have been reconciled. Cost to fix is 33K+ per year." (Exhibit 3; Staff Meeting Notes 12/17/13).
- On December 18, 2013 Battalion Chief of Special Projects Matthew D. Smith described the proper calculation for "Propay" as follows: "We take your date of hire. Place you in Grade 15 with your steps for the number of years you've been here, and add \$7,500 for ProPay. There are some inherent issues I'm dealing with at this point as to the 4 years of suspended steps and such but it should actually be

the easiest thing to figure out if it's just plugged in and left alone." (Exhibit 4; 1/10/14 Email Chain).

20. Despite acknowledging a problem with "Propay" the Defendant Department has not redressed the Plaintiff's past and continuing underpayment.

21. The "Propay" disparity at issue has further affected the calculation of Plaintiff's retirement as the Police Officer Retirement System retirement benefit calculation is based on a retiree's highest 12 quarters of compensation. Any of the Plaintiffs who should retire prior to the subject issue being retroactively redressed will see a continuing, diminished monthly retirement benefit as long as they live.

FOR A FIRST AND SEPARATE CAUSE OF ACTION
AGAINST THE DEFENDANT

(Violation of the S.C. Payment of Wages Act; S.C. Code Ann. § 41-1-10 *et seq.*)

22. Where not inconsistent herewith, Plaintiffs reallege the foregoing.

23. The Plaintiffs have been underpaid and continue to be underpaid the difference between (1) the sum of \$7,500 and what their salary should have been per their due Step level when they were regraded and (2) the sum of \$7,500 and what salary they were actually given in the regarding.

24. This disparity has continued from 2008 to present and has been further increased and affected by intermittent step and cost of living increases as well as overtime worked.

25. The Defendant is aware of that underpayment and there is no bonafide reason for the non-payment of due wages to the Plaintiffs. (*See*, Exhibits 1-4).

26. The Plaintiffs, upon observing the subject underpayment, actively began working with the Defendant to redress the same in early 2013. The Defendant acknowledged the problems, but took no substantial action to repair the same. (*See*, Exhibits 2-4).

27. The Plaintiffs are due their unpaid wages for the three years preceding when they first approached the Defendant about the subject underpayment and any unpaid wages continuing thereafter.

28. The Defendant is liable to the Plaintiffs for all present and continuing back pay lost as a result of the acts described above times three, any corresponding reduction in benefits, front pay, and the reasonable costs and attorney fees associated with this action.

FOR A SECOND AND SEPARATE CAUSE OF ACTION
AGAINST THE DEFENDANT
(Promissory Estoppel)

29. Where not inconsistent herewith, Plaintiff reallege the foregoing paragraphs.

30. The Defendant explicitly promised, orally and in writing, the Plaintiffs that they would receive "Propay" as a result of being certified firefighters and paramedics.

31. Plaintiffs were also explicitly promised that the "Pro-pay" amount would total \$7,500 added to their due salaries in a reduced salary grade. Because the Plaintiffs were not placed in their appropriate steps in that reduced grade they did not receive the full salary increase promised to them.

32. The Plaintiffs were induced by the promise of "Propay" to maintain their paramedic certifications and continue working for the Defendant.

33. The Defendant knew, intended, and should have known that the Plaintiffs would be so induced, and the Plaintiffs reliance on the Defendant's promise was reasonable and foreseeable.

34. The Plaintiffs have suffered continuing pay damages because they relied on the Defendant's promise of "Propay".

35. The Plaintiffs are entitled to all damages they have suffered as a result of the promissory estoppel herein alleged; including back pay damages, front pay damages, and loss of retirement benefits. The Plaintiffs are also entitled to pre-judgment interest on the same.

FOR A THIRD CAUSE OF ACTION
AGAINST THE DEFENDANT
(Unjust Enrichment)

36. Where not inconsistent herewith, Plaintiffs reallage the foregoing.

37. Upon information and belief, the Defendants receive a financial insurance or other benefit as a result of employing the Plaintiffs and others who are cross-trained.

38. The Plaintiffs were promised "Propay" to compensate them for conferring that benefit to the Defendant.

39. The Defendant has intentionally failed to compensate the Plaintiffs as agreed upon and has unjustly retained the benefit conferred and realized its value.

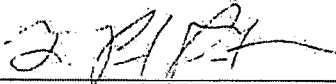
40. The Defendant is liable to the Plaintiffs for the value of the benefit conferred upon them by the Plaintiffs who are cross-trained paramedic/firefighters for the Defendant Department. Plaintiffs are also entitled to pre-judgment interest on that value.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendant Department for all damages, including treble damages, caused by the actions here alleged to be determined and awarded reasonable by a jury. Plaintiff also prays for pre-judgment interest, and the costs and fees of litigating her Payment of Wages Act claim.

(Signature Block on Next Page)

J. LEWIS CROMER & ASSOCIATES, LLC

BY:  _____

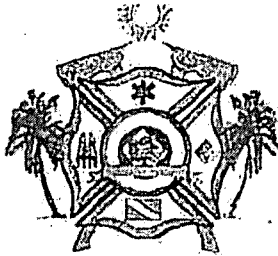
J. Lewis Cromer (#1470)
J. Paul Porter (#100723)
1418 Laurel Street, Suite A
Post Office Box 11675
Columbia, South Carolina 29211
Phone 803-799-9530
Fax 803-799-9533

Attorneys for Plaintiff

December 10, 2014
Columbia, South Carolina

Exhibit 1: Alderman Letter

Horry County Fire/Rescue
Office of the Fire Chief
Garry B. Alderman
2560 North Main Street, Suite 2
Conway, South Carolina 29526



Phone: (843) 915-5190
Fax: (843) 915-6190

There have been many questions in reference to the new Public Safety Pay Raises that were unveiled by Public Safety Director Whitten at this week's morning in-service. I wanted to try and dispel some of the myths that you may have heard. It is my understanding that each person affected by the pay raises should be receiving a personal print out of your new salary as soon as finance has them available.

First and foremost it should be known that myself, the Deputy Chief, and neither of the Assistant Chiefs received any sort of a salary increase.

Non-cross trained personnel did not receive any salary increases.

Firefighters have been regraded from a grade 14 to a grade 15. As an example, a firefighter who was on their 4th step increase at a grade 14 will be regraded to their 4th step increase at a grade 15. See below for example:

Grade 14	Step 4 = \$31,990.19
Grade 15	Step 4 = \$33,446.35

So a firefighter on their 4th step would receive a salary increase of \$1,456.16.

Officers whose pay is already above the newly established entry minimum and who are not a paramedic did not receive any salary increases. The newly established entry minimums for each job classification are:

Lieutenant	\$ 38,000.00
Captain	\$ 43,000.00

Officers whose salary is below the newly established entry minimums will be brought up to the minimum salary as previously stated.

Although these pay levels are the newly established entry minimums for Public Safety, yearly 2% increases will still be calculated on the base salary for the grade your position is located within, not 2% of the new entry minimum.

Pro Pay

There have been a lot of different things said in reference to Propay. Propay breaks down into two categories: Firefighter/Paramedic and Paramedic/Officers.

All Firefighter/Paramedics have been regraded from a Grade 17 to a grade 15 in whatever respective step you were currently in. A grade 17 step 4 would now be a grade 15 step 4. After the regrading, Propay of \$7,500.00 was added back into the Firefighter Paramedic's salary. An example would be:

A new hire paramedic, as a grade 17 was making \$ 33,666.55 a year.

Now, a new hire paramedic at grade 15 will make \$ 30,968.83 a year with an additional \$ 7,500.00 in Propay for a yearly total of \$38,468.83. That is an increase of \$4,802.28.

Another example for Propay in reference to Firefighter /Paramedics is:

Grade 17 step 4 is = \$36,359.87

Grade 15 step 4 wth Propay is = \$40,946.35

Propay for officers is simple. Lieutenants and Captains who are certified Paramedics will be receiving at Propay of \$3,000.00. Battalion and Division Chiefs who are certified Paramedics will receive \$1000.00 in Propay.

Propay is calculated into a person's hourly rate and therefore affects both hourly and overtime pay.

I hope this helps to clarify some of the questions that you may have regarding the new Public Safety Pay Raises. Again, it is our understanding that each individual who is affected by the pay raises should receive a personalized information sheet from finance as soon as they are available.

Carry B. Alberman
Fire Chief, HCFR

Exhibit 2: Email Chain 10/7/13

Mottola, Anthony J.

From: Cline, Douglas
Sent: Monday, October 07, 2013 8:25 AM
To: Beans, Kenneth
Cc: McGarrahan, John; Mottola, Anthony J.
Subject: Re: Follow up on inequity in pay for Lt. Anthony J. Mottola

Chief,

Thanks for the feedback. My concern, from a supervisors point of view, is that he has lost a substantial amount of pay because being promoted.

I will follow up with you in person. Thank you for the feedback.

Douglas K. Cline | Assistant Chief
Horry County Government
Fire/Rescue
2560 North Main Street, Conway, South Carolina 29526
Tel 843-915-7281 | Fax 843-915-6190 | clined@horrycounty.org
www.horrycounty.org

Sent from my iPhone

On Oct 7, 2013, at 7:40 AM, "Beans, Kenneth" <BeansK@HorryCounty.org> wrote:

When pro-pay was initiated, no policy was established. HR has no written guidance on pro-pay. It was historically handled by Sally issuing a memo to HR, and then Finance Dept. made the salary changes based on that memo. There are several members of the department with pro-pay issues but it's not as simple as add or deduct a specific pro-pay amount based on rank.

On 20 May 2013, I provided Mr. Whitten with a document, showing the formula I would like to use as a basis for a pro-pay policy. Despite a few reminders, no feedback. My plan is to go ahead and create a policy and seek HR and Finance Dept. buy-in, before presenting it to Whitten. As I explained to TJ, both in person and in writing, I'm swamped with work at the moment and when time permits, I'll follow up.

Kenneth Beans | Deputy Chief
Horry County Government
Public Safety Division
Fire Rescue Department
2560 Main Street, Conway, SC 29526
Tel (843) 915-5190 | Fax (843) 915-6190
<http://www.horrycounty.org>
<http://www.horrycountyfirerescue.com>

From: Cline, Douglas
Sent: Sunday, October 06, 2013 9:13 PM
To: Beans, Kenneth

Pro-Pay_Letter057

Cc: McGarahan, John; Mottola, Anthony J.
Subject: Follow up on inequity in pay for Lt. Anthony J. Mottola

Chief Beans,

I am doing a follow up on the status to the inequity in pay for Lt. Anthony J. Mottola. He stated that when he reviewed his pay that Sally sent to him at promotion there was some discrepancy. He went and reviewed the discrepancy in pay with human resources when he was promoted and HR referred him to you. He stated he initially presented this issue to you immediately after going to HR at promotion time, then followed up with you on August 20 following the apparatus committee meeting and again via email September 6. As of this date he has not had any feedback from anyone as to what actions are going to be taken to correct this, if any, and there has been no change in pay.

Based upon reviewing his pay history paperwork, he did not receive the full \$7500 pro-pay amount for his paramedic certification, but when promoted, His pay was deducted \$7500 pro-pay before the promotion pay was calculated and they then added the \$3000 pro-pay for Lieutenants which equates to an inequity in the pay as they took substantially more than he received initially in pro-pay.

He presented this through his chain of command via BO McGarahan asking for follow up since it had been a month since he emailed with you. Can you provided me the status of this situation so I can report back to him. I feel he has been more than patient based upon the time and has respectfully followed the proper chain of command seeking a response.

Please let me know if there is anything I can do to help in the rectification of this situation as I stand willing to assist in anyway needed.

Thank you in advance!

Douglas K. Cline | Assistant Chief
Horry County Government
Horry County Fire Rescue
2560 North Main Street Suite 1, Conway, South Carolina 29526
Tel 843-742-6920 | Fax 843-915-6190 | clined@horrycounty.org
www.horrycounty.org

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From: Mottola, Anthony J.
Sent: Sunday, October 06, 2013 8:55 PM
To: Cline, Douglas
Subject: FW:

From: Beans, Kenneth
Sent: Friday, September 06, 2013 2:47 PM
To: Mottola, Anthony J.
Subject: RE:

Pro-Pay_Letter058

I'm sorry, I've not had an opportunity to work on it but it's sitting here in plain view on my desk, as a reminder.

Kenneth Beans

Deputy Chief
Fire Rescue Department

From: Mottola, Anthony J.
Sent: Friday, September 06, 2013 2:47 PM
To: Beans, Kenneth
Subject:

Chief I know things have been crazy around there but I was just wondering if you had received any feedback on the salary issue/propay.

Thanks

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Exhibit 3: Staff Meeting Notes 12/17/13

From: maller@groupsite.com on behalf of Fred Crosby via Horry Fire Rescue (Groupsite) [maller@groupsite.com]
 Sent: Tuesday, December 17, 2013 11:47 AM
 To: Lee, Timothy
 Subject: Staff Meeting Notes 12.17.13

Horry Fire Rescue
 New Email Blast

7-2013

Table with 1 column and 1 row



Fred Crosby wants you to know about the following
 (New Fred Crosby's results)

7-2013	Airraff Drill	Minal has drafted injects for us.
12-17-2013	Discussed Loris Fire Issue	There have been issues with not recognizing the Loris Chief and dispatch issues in the correct area. Everyone should be clear that he is in charge when responding to that area and we are to act as mutual aid.
12-17-2013	Ken out of Town	In Pennsylvania till January, 7th
12-17-2013	IFeds	They are ready to go out, we will start issuing.
12-17-2013	Mileage for Physicals	We will pay from Dr. Office to Station as required by County Policy.
12-17-2013	Pro Pay	All FF Paramedics have renegotiated. Cost to fix is 33K+ per year. Next step is to look at officers.
12-17-2013	Uniforms for Support Personnel	Discussed what is issued when new volunteers come in.
12-17-2013	Training Tracts	There is a lot of confusion on the training tracts, we need to do a better job coaching the coaches on what we are trying to achieve.

[DEC-17-13 CROSBY FRED] W/Allen has decided he will take command and has no expectations. There will be more discussions before then.

[DEC-17-13 CROSBY FRED] For those who will be riding on app pans, shirts, and a winter job shirt.

12-18-2013

[DEC-17-13 CROSBY FRED] Set our track - Question is what if someone doesn't want to take a tract and just wants to do the bare minimum? The answer is that people can make that choice. They should be counseled that those that improve will be rewarded in pay and status, and that doing the bare minimum and expecting promotion, increased pay except cost of living, and choice assignments, is not a consistent or logical thought process.

We really need to offer education on how to evaluate for performance, how to set employee goals, etc.

The Chief will explain the tracts, why we have them, what we are trying to achieve and how.

Maybe we do a "mission statement" or what each tract is trying to achieve to better explain.

[DEC-17-13 CROSBY FRED] Scott will be the go to guy for interpretations after I have put together a presentation to answer what we mean.

[DEC-17-13 CROSBY FRED] The issue of interpretation of evaluation points was discussed. We need a way to ensure that they are on same page in application of the points.

[DEC-17-13 CROSBY FRED] We need to address with Bett Chiefs as a whole in tomorrow's meeting. We need to look at how we roll these things out and beta test prior to whole department roll out.

Had a discussion on how to give them better guidance.

12-17-2013	High Rise Training	Shanide was getting info to Doug.	[DEC-17-13 CROSBY FRED] Class has been opened up across the board for anyone interested.
12-17-2013	Confusion on Santa Run	Holmesown was in Aynor?	[DEC-17-13 CROSBY FRED] Justin to look into and get better coordination. The Chief reminded that his expectation was that common sense be applied to these assignments, and common sense would dictate that the unit assigned to an area be the one to do the Santa Run.
12-17-2013	Contract Book	Need Justin's additions	[DEC-17-13 CROSBY FRED] Justin will get to Fred today.
12-17-2013	Strategic Plan	Presented to public safety committee, seemed to be received well.	
12-17-2013	Forecast Ambulance	Will request an EMS enhancement in this budget proposal.	
12-17-2013	Hard Tool Lease Purchase	Need to put in budget request on an EMS enhancement.	
12-17-2013	Report to Mr Price	Mr. Price has requested a report outlining the issues of us taking back over all of the contract areas	[DEC-17-13 CROSBY FRED] Ken will get Fred contract information.
12-17-2013	No Staff Meeting next week	Due to Holiday.	

You have received this email because you joined Horry Fire Rescue, a GroupSite powered by GroupSite.com

Update your preferences anytime to change the frequency or type of emails you receive from this group.



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Exhibit 4: 1/10/14 Email Chain

From: Smith, Matthew
Sent: Friday, January 10, 2014 2:07 PM
To: Lee, Timothy
Subject: RE: Propay

No

Matthew D. Smith | Battalion Chief of Special Projects
Horry County Government
Horry County Fire Rescue
2560 N. Main Street, Suite 1, Conway, South Carolina 29526
Tel (843) 915-7068 | Fax (843) 915-6190 | smithm@horrycounty.org
www.horrycounty.org

From: Lee, Timothy
Sent: Friday, January 10, 2014 12:21 PM
To: Smith, Matthew
Subject: RE: Propay

Chief,
I hope you had a great vacation. I was wondering if you have heard any word on the pro-pay.

Thanks
Timmy

From: Smith, Matthew
Sent: Wednesday, December 18, 2013 2:12 PM
To: Lee, Timothy
Subject: RE: Propay

We take your date of hire. Place you in Grade 15 with your steps for the number of years you've been here, and add \$7500 for ProPay. There are some inherent issues I'm dealing with at this point as to the 4 years of suspended steps and such but it should actually be the easiest thing to figure out if it's just plugged in and left alone.

Matthew D. Smith | Battalion Chief of Special Projects
Horry County Government
Horry County Fire Rescue
2560 N. Main Street, Suite 1, Conway, South Carolina 29526
Tel (843) 915-7068 | Fax (843) 915-6190 | smithm@horrycounty.org
www.horrycounty.org

From: Lee, Timothy
Sent: Wednesday, December 18, 2013 1:48 PM
To: Smith, Matthew
Subject: RE: Propay

Chief,
The rumor mill is swarming and for some reason since I am almost finished with my accounting/finance degree and several of the county employees accountant they keep calling me. The staff notes that the Chief put on

email yesterday was very-vague. Some people are scared that they are losing the pro-pay, while others of us are curious of how y'all are figuring it out. Is there anyway that I could get some clarification on how the figuring is being done, when it will go into affect, and if at any back pay. Not that I can tell them what is going on, but so I can ease their minds and mine that it will work out ok. Some are worried about this affecting the upcoming tax season, and I told them it depended on when it would take affect.

Thanks,
Timmy

From: Smith, Matthew
Sent: Friday, December 13, 2013 1:45 PM
To: Lee, Timothy
Subject: Re: Propay

I've done the assessments and have a meeting with Whitten next Monday at 9:00 to discuss the issues. After that payroll will be given what your pay should be and turn over a report to Crosby on the total costs. Once Crosby, Whitten, and Eldridge sign off on the new pay rates you'll be advised what it is.

Matthew D. Smith
Battalion Chief of Medical Operations
Horry County Fire Rescue
2560 N. Main St. Suite 1
P: (843) 915-7068
M: (843) 855-1295
Email: smithm@horrycounty.org

On Dec 13, 2013, at 13:36, "Lee, Timothy" <leetl@HorryCounty.org> wrote:

Hey Chief,
I was wondering if any thing has come about with the propay. If so, will we hear anything by the end of the year or next couple of months.
Timmy

From: Smith, Matthew
Sent: Thursday, November 21, 2013 8:32 AM
To: Lee, Timothy
Subject: Propay

Hey bud,
Sally said you contacted her about your pay. I've added your name to the list of people to pull an audit on to verify your receiving all your propay.

Matthew D. Smith | Battalion Chief of Medical Operations
Horry County Government
Horry County Fire Rescue
2560 N. Main Street, Suite 1, Conway, South Carolina 29526
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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY) 2014-CP-26-08261

WYLIE NEIL DOYLE,)
TIMOTHY LEE, ANTHONY J.)
MOTTOLA AND DAVID TODD,)

Plaintiffs,)

Transcript of Record

vs.)

September 20-21, 2016

HORRY COUNTY, d/b/a)
HORRY COUNTY FIRE &)
RESCUE,)

Defendant.)

B E F O R E:

Honorable Larry B. Hyman, Jr.
Horry County Courthouse
Conway, South Carolina

A P P E A R A N C E S:

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Ryan Kyle Hicks, Esquire
Attorney for Plaintiffs

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1 **(SEPTEMBER 20, 2016 - DAY ONE)**

2 (REPORTER'S NOTE: The following takes place outside the
3 presence of the Jury.)

4 BY THE COURT:

5 THE COURT: All right. Ms. Golding, are we ready?

6 MS. GOLDING: Yes, sir, we are.

7 THE COURT: All right. Gentlemen, I intend or I hope to
8 identify the action by the parties and then just simply tell
9 the jury that it involves a wage dispute arising back in 2008
10 between Horry County, d/b/a as Horry County Fire and Rescue
11 and certain firemen and paramedics. Okay? Does that
12 adequately describe it, you think, as far as the jury being
13 able to identify as to whether they would have any interest,
14 prejudice, bias in the matter and of course you're gonna
15 describe it your opening remarks, but -- or talk to them about
16 it, but do I need to go any further than that?

17 MS. GOLDING: Not -- I concur with Your Honor.

18 MR. PORTER: As do I, Your Honor.

19 THE COURT: Okay. Very well. Okay. Do we have any
20 pretrial motions, anything of that nature that we need to
21 dispose of?

22 MS. GOLDING: I do not have any motions, Your Honor.
23 There is possibly one issue in that Mr. Porter told me
24 yesterday that one of his witnesses would not be present; they
25 were using a deposition.

1 MR. PORTER: I'm told Matt Smith will be present. Now
2 Craig Crosby is a bit MIA right now and I'm trying to work
3 that out.

4 THE COURT: Okay. All right. Anything further?

5 MR. PORTER: I had a few evidentiary issues on the
6 pretrial brief. There's one witness, I don't know if it had
7 been disclosed, but we can cross that bridge when we come to
8 it.

9 MS. GOLDING: Who is that?

10 MR. PORTER: And that IT fellow, Steve McCall.

11 MS. GOLDING: I did disclose that.

12 MR. PORTER: If she disclosed, I take her word; we're
13 good then.

14 MS. GOLDING: Steve McCall.

15 MR. PORTER: I had not seen it on the prior interrogatory
16 answers, but that's fine.

17 THE COURT: Anything else?

18 MR. PORTER: No, Your Honor.

19 THE COURT: We ready?

20 Bobby, if you would, bring the Jury up.

21 BAILIFF: Yes, sir.

22 MS. GOLDING: Your Honor, just for clarification, are we
23 gonna be selecting twelve with no alternate or are we going to
24 be alternates?

25 THE COURT: Yeah, we're gonna do an alternates and what

1 we'll do is we'll select the panel from the first -- the
2 strikes are gonna be four and four. We'll strike it from the
3 first twenty. Okay? And then we'll do the first alternate
4 out of twenty-one through twenty-three, one strike each, and
5 then twenty-four through twenty-seven, one strike each, unless
6 there's some disqualifications and then we'll just bump down
7 one.

8 MS. GOLDING: I understand, but just for clarification, I
9 have no problem waiving an alternate if that would make things
10 easier.

11 MR. PORTER: I can work with one alternate.

12 THE COURT: One alternate, otherwise you'll try it with
13 twelve or less?

14 MS. GOLDING: Correct.

15 MR. PORTER: Twelve jurors and one alternate.

16 THE COURT: Twelve jurors and one alternate. If we lose
17 a qualified juror ---

18 MR. PORTER: Lose two we'll be down to eleven.

19 THE COURT: --- if we get down to eleven jurors, we're
20 not gonna mistry it. We're gonna try it.

21 MR. PORTER: Plaintiff consents on record to that.

22 MS. GOLDING: Yes, sir, Your Honor.

23 THE COURT: All right. Very well.

24 MR. PORTER: Your Honor, on the Plaintiff's proposed voir
25 dire on the witness list, can we add Steve McCall to that list

1 of names that's read.

2 THE COURT: Steve McCall. I think the Plaintiff's has
3 everyone listed on the Defendant's as well.

4 MR. PORTER: It does except for Steve McCall, who is in
5 their pretrial brief.

6 THE COURT: Okay.

7 MR. PORTER: Thank you.

8 THE COURT: Could I please have the names of the
9 attorneys and who they represent?

10 MR. PORTER: Your Honor ---

11 THE COURT: Ms. Golding?

12 MS. GOLDING: Ms. Golding, I represent the Defendant,
13 Your Honor.

14 THE COURT: Will you have anyone assisting you?

15 MS. GOLDING: No, sir, Your Honor.

16 MR. PORTER: Paul Porter, I represent the Plaintiffs,
17 Your Honor, and I have Ryan Hicks with me assisting me.

18 THE COURT: And Ryan?

19 MR. HICKS: Hicks. H-I-C-K-S, Your Honor. I'm also with
20 J. Lewis Cromer and Associates.

21 THE COURT: J. Lewis Cromer?

22 MR. PORTER: Yes, sir.

23 MR. HICKS: Yes, Your Honor.

24 THE COURT: And you're out of?

25 MR. HICKS: Columbia.

1 (REPORTER'S NOTE: Jury qualification and selection not
2 transcribed herein.)

3 MR. PORTER: Your Honor, the Plaintiff calls Neil Doyle
4 to the stand.

5 THE COURT: All right. Have Mr. Doyle come around.
6 Mr. Doyle, Ms. Smith will administer the oath.

7 CLERK: Please raise your right hand and place your left
8 hand on the Bible.

9 WYLIE MCNEIL DOYLE, HAVING BEEN

10 SWORN TESTIFIES AS FOLLOWS:

11 CLERK: Have a seat, please, sir. State your name for
12 the Court please, sir.

13 MR. DOYLE: My name is Wylie McNeil Doyle.

14 COURT REPORTER: Is it McNeil, M-c?

15 MR. DOYLE: M-C, yes, ma'am, known as Neil Doyle.

16 DIRECT EXAMINATION OF WYLIE MCNEIL DOYLE BY MR. PORTER:

17 Q: Neil, I know your voice has been scratchy the past few
18 days, so while I'm getting these ducks in row, if you want to
19 pour yourself a cup of water, you may; it's up there.

20 A: I believe I will.

21 What I'm gonna do, Neil, is I'm gonna try to stand back
22 here so everybody on the Jury can hear you as you're speaking
23 towards me. Okay?

24 A: Yes, sir.

25 Q: If you can't hear me, you let me know?

1 A: Yes, sir.

2 Q: Please introduce yourself to the Jury by stating your
3 name?

4 A: My name is Wylie McNeil Doyle, known as Neil Doyle.

5 Q: Tell us a little bit about yourself, where you're from,
6 what do you do, et cetera?

7 A: Okay. I was born and raised in Conway, South Carolina.
8 I went through the public school system. I graduated from
9 Conway High School. Shortly after graduating Conway High
10 School, I started work with Horry County Emergency Medical
11 Service at the time. After that I left and I was a sales
12 representative for a company for a short period, came back to
13 Horry County as a paramedic and been here since 1993. I've
14 been married for thirty years to the same lady. We have one
15 child who graduated from college 2012, Wofford College, and
16 he's presently in the working world today. And as it
17 currently stands, I've worked about twenty-five years with
18 Horry County.

19 Q: Does your wife work?

20 A: Yes, sir, she does.

21 Q: Where does she work at?

22 A: She works with Conway National Bank in Conway.

23 Q: And do y'all live in Conway?

24 A: Just outside of Conway in the Juniper Bay area.

25 Q: Do y'all attend a church there?

1 A: Yes, sir, we do, Juniper Bay Baptist.

2 Q: And are you involved in the community?

3 A: Not at the present time. I was involved for over a
4 decade coaching little league ball, but I'm retired from that.

5 Q: All right. Now, you told me you started working for
6 Horry County the second time around 1993; is that correct?
7 What position were you hired into, was it EMT or paramedic

8 A: I was hired into as an EMT.

9 Q: And tell us what a EMT is?

10 A: EMT is Emergency Medical Technician. Most of the time
11 when you see an ambulance, it has a paramedic and an EMT and
12 the EMT is your basic lifesaving skills, your bandaging,
13 splinting and stuff like that.

14 Q: Well, can you extrapolate upon that then the difference
15 between a paramedic and an EMT; what a paramedic does
16 differently?

17 A: A paramedic is all -- well to start with, a paramedic is
18 an EMT. He has all the basic life skills also, but he retains
19 all the advanced skills, cardiac skills, drugs, monitor, see
20 if you've had a heart attack, anything advanced a paramedic
21 does.

22 Q: Describe for me, starting in '93 as an EMT, your day in
23 day out work in that particular job?

24 A: In '93, I was started off as an EMT. Basically our most
25 important job description was life safety, responding to 911

1 calls, that came first. After that, we had to -- we were
2 responsible for our ambulance checks every day, every morning,
3 the maintenance on them as far as the fuel levels, all of our
4 equipment, all of our paper work, we did -- at the time we did
5 all of our billing of all the patient care we did and -- and
6 then did station duties also while we were on the clock.

7 Q: What kind of hours did you work?

8 A: We worked alternating shifts. We worked twenty-four
9 hours on with forty-eight hours off.

10 Q: How were you paid as an EMT?

11 A: We were paid hourly.

12 Q: Would your pay change regularly in some form or fashion?

13 A: The County had a paygrade step process and on your
14 anniversary date, date of hire, you would automatically get a
15 two percent step increase every year.

16 Q: Any other sorts of increases you would receive through
17 the years as a County employee?

18 A: Occasionally, the County, when they found extra money,
19 we'd get a cost of living increase, also known as a COLA.

20 Q: Were you ever promoted from EMT?

21 A: Once I received my paramedic, I was promoted to a
22 paramedic position.

23 Q: What year was that?

24 A: That was 1995.

25 Q: When you were promoted to paramedic, did you have to

1 receive any other certifications?

2 A: Yes, sir, as a paramedic you had to have numerous
3 certifications, a lot of trauma courses, a lot of advanced
4 cardiac courses, we had to maintain our EMT still, CPR and
5 some courses that pertained particularly to the paramedic
6 courses, all medical.

7 Q: Now later on down the line from '95 forward, were you
8 required to add any other certifications?

9 A: Yes, in 2001, I believe it was, the County decided to
10 merge their fire department and their EMS department together
11 and at that time, all medical personnel had to be cross
12 trained as fire fighters and -- and all the fire department
13 had to have their EMT.

14 Q: Were you then certified as a fire fighter as of '01?

15 A: After completing the courses in that -- in that time
16 frame, yes, I was, yes, sir.

17 Q: Have you made maintained both your paramedic and fire
18 fighter certifications consistently since then?

19 A: Yes, sir.

20 Q: Now we talked earlier about your pay as an EMT, how were
21 you paid when you became a paramedic and what changed, if
22 anything?

23 A: We were paid the same; I was just moved into a higher
24 paygrade.

25 Q: What about the prior step increases, do you recall if you

1 kept those or not?

2 A: To the best of my knowledge, we did.

3 Q: What grade were you in as an EMT?

4 A: The grade at that time it was a Paygrade 14, I think.

5 Q: What grade were you in when you became a medic?

6 A: That was a 17.

7 Q: Would you describe the schedule you worked as a
8 paramedic?

9 A: It's kind of complicated, but it is an alternating
10 schedule with twenty-four/forty-eight as I said. It's really
11 divided up in three weeks. Week 1, you would work Monday,
12 Thursday and Sunday; the next week you would work Wednesday
13 and Saturday; and the third week you would work Tuesday and
14 Friday and there was three shifts and we would rotate that,
15 alternated every week.

16 Q: Twenty-four-hour shifts each shift?

17 A: Yes, sir.

18 Q: Tell me about your day-in-day-out duties as a paramedic
19 to the extent those were different?

20 A: They were different. We still had to -- we had an EMT
21 working with us as a paramedic. We were ultimately
22 responsible for everything the EMT has done and does. He
23 checks equipment, but we're ultimately responsible for all the
24 basic. Then we have all of our advanced life support stuff we
25 have, all of our medications, our drugs, our controlled

1 substance, cardiac monitors, anything advanced that we have to
2 check ourselves and are ultimately responsible for everything.

3 Q: Just to unpack what types of calls you're talking about
4 responding to, have you ever been required to resuscitate a
5 person?

6 A: Yes, sir.

7 Q: We're near the beach, have you ever had to respond to
8 someone who is a potential drowning victim?

9 A: Yes, sir.

10 Q: Now right now there's a heroin epidemic sweeping the
11 country. Do you or have you ever had to rescue persons in the
12 midst of a heroin overdose?

13 A: Yes, sir, quite often.

14 Q: Are there special things you can do as a paramedic that
15 an EMT cannot do in responding to a heroin overdose?

16 A: Yes, sir, we have drugs that can counteract the heroin
17 and heroin actually puts them in respiratory distress and we
18 can -- we can counteract that drug and then start breathing
19 for them.

20 Q: Now when you came back on in '93, up until 2001 when you
21 got that fire fighter certificate, do you recall a year when
22 you -- well, let me ask you, did you receive a step increase
23 every year?

24 A: To the best of my knowledge, we received one every year,
25 yes, sir.

1 Q: In 1993 to 2001, do you recall any years where you did
2 not receive a step increase?

3 A: I do not.

4 Q: So at 2001, presuming you came on in '93, what step would
5 you have likely been at?

6 A: Roughly eight, nine; Step 8 or 9.

7 Q: How did your duties change when you received the fire
8 fighter cross training?

9 A: We were told that we were gonna either be on a fire truck
10 or an ambulance. We, we, we were doing -- actually, the
11 County got two personnel for paying one job, but that did not
12 pan out. Now they increase dramatically. I work on an
13 ambulance every day as a paramedic, but if there's a fire, my
14 crew goes in and does search and rescue. So it changed our
15 job title dramatically.

16 Q: So to unpack that, do you respond to burning homes and
17 businesses?

18 A: Yes, sir, we do.

19 Q: Have you ever had to provide medical care as a paramedic
20 to victims removed from those burning homes or businesses?

21 A: Yes, sir.

22 Q: Now being cross trained like that, a fire fighter and a
23 paramedic, do you know, or in your opinion, did it open up
24 more job opportunities for you?

25 A: Yes, sir, it made us highly sought after. You know,

1 paramedics are very hard to, to hire. There's, there's not
2 very many of us.

3 Q: Well, why have you stayed with the County for so long if
4 you're so marketable?

5 A: Dedicated to the -- to the County, my family, the
6 community that I was raised in and I, I enjoy serving the
7 people that, that raised me.

8 Q: Now, you told us you put a kid through Wofford that was
9 '08 to 2012?

10 A: Yes, sir; I did.

11 Q: Was he on full scholarships?

12 A: No, sir.

13 Q: How important was your income to you in helping get your
14 son through Wofford?

15 A: It was very important. My household is probably no
16 different than any of the rest in here. We live paycheck to
17 paycheck and a \$100 missing is, is noticed very much.

18 Q: What grade were you in when you became a cross trained
19 fire fighter/paramedic in '01; grade?

20 A: Grade 17, Grade 17.

21 Q: Were you still working as alternating schedules?

22 A: Yes, sir, we were.

23 Q: Who did you ultimately report to in 2001 as a cross
24 trained paramedic/fire fighter?

25 A: 2001 would be the Fire Chief would be the ultimate person

1 we reported to, and I think in 2001 would have been Randy
2 Webster was the Fire Chief.

3 Q: Now there's been talk about the administrator versus the
4 Fire Chief, who would you have received most of your day-in-
5 day-out directives from, the Fire Chief or the City
6 Administrator?

7 A: The Fire Chief. We never received anything from the
8 County Administrator, never.

9 Q: Who was the Fire Chief after Webster?

10 A: Chief Gary Alderman.

11 Q: Let's go through the next few years, '01 up to '08, do
12 you recall consistently receiving annual step increases during
13 that time frame?

14 A: Yes, sir, I do.

15 Q: Do you recall a year within that time frame when you did
16 not?

17 A: I don't recall any, no, sir.

18 Q: Whereabouts -- now you told me you were approximately 8
19 or 9 as of the '01 cross training. Whereabouts would you have
20 been on the step scale beginning in 2008?

21 A: 15, 16, somewhere in that years of service and steps.

22 Q: At the beginning of 2008, were you still in the 17 Grade
23 group?

24 A: 2008, yes, sir, we were.

25 Q: Are you still in the 17 Grade group here today?

1 A: No, sir.

2 Q: When did that change?

3 A: That changed when the 2008 propay was implemented for the
4 paramedics.

5 Q: Does April 2008 sound right?

6 A: Yes, sir, that's ---

7 Q: Tell us about that propay implementation and how it
8 worked?

9 MS. GOLDING: Your Honor, I'm gonna have to make an
10 objection. He has not laid the foundation as to whether or
11 not this witness has the knowledge of how it was implemented?

12 THE COURT: That's true.

13 BY MR. PORTER:

14 Q: Do you know how -- do you know how the propay
15 implementation worked?

16 A: I can tell you how we were told.

17 MS. GOLDING: Your Honor, that's not a foundation. He
18 does not have personal knowledge as to how that came about.

19 MR. PORTER: Your Honor, if he was told by the County,
20 which is a party in this action or officials on behalf of the
21 County, I think he can at least testify as to what he was
22 told.

23 THE COURT: Well, if you establish who told him and under
24 what circumstances. It may be a statement against interest
25 and it may be admissible.

1. BY MR. PORTER:

2 Q: From whom were you told how propay was to work -- by whom
3 were you told?

4 A: An officer with our department, Matt Smith, which was on
5 a propay committee directly under the Public Safety Director.

6 Q: Were you given any written guidance on how propay was to
7 work?

8 A: Not at that time. Later, later around the implementation
9 of propay, we were.

10 Q: Who you were given written guidance from around the
11 implementation of propay?

12 A: Our Fire Chief, Gary Alderman.

13 MS. GOLDING: Your Honor, would this be the appropriate
14 time for me to make objections?

15 BY THE COURT:

16 THE COURT: All right. Let's take the Jury out just a
17 moment. I need to look at it.

18 (REPORTER'S NOTE: Jury exits courtroom. The following takes
19 place outside the presence of the Jury.)

20 THE COURT: All right. Let me hear your objection.

21 MS. GOLDING: Yes, sir, Your Honor. Your Honor, it's
22 not been introduced yet and there's no foundation laid, but
23 the employment -- but Horry County employment guidelines
24 clearly establishes that there's only one individual with the
25 responsibility to make any type of pay or pay increases or

1 changes and that's the County Administrator. No department
2 head has any responsibility, excuse me, any authority, Your
3 Honor, with respect to setting salaries. Chief Alderman was
4 not involved in the propay. There is -- there is no evidence
5 in record that he participated in any way in the propay and
6 that would be a second basis for not saying that this is
7 admissible.

8 THE COURT: I think what you're trying to tell me is it's
9 simply hearsay?

10 MS. GOLDING: Yes, sir, Your Honor. It is that, but it's
11 also because it is hearsay. Yes, sir, Your Honor.

12 THE COURT: And that it was not an authorized document?

13 MS. GOLDING: That's correct. It was never an authorized
14 document from the County Administrator.

15 THE COURT: What do you say about that?

16 MR. PORTER: Your Honor, this is on Horry County
17 letterhead and, and Mr. Doyle, Mr. Lee ---

18 THE COURT: It is on the ---

19 MR. PORTER: Horry County Fire and Rescue, yes, sir.
20 They will all tell you that they reasonably relied on this,
21 had no reason to doubt Chief Alderman's authority to say this
22 and the County never retracted this letter.

23 THE COURT: All right. I, I'm going to allow it. Of
24 course, you can cross examine him as to this and I'm certain
25 that Human Affairs is going to address it. I'll allow it to

1 that extent. Go ahead.

2 PLAINTIFF'S EXHIBIT NUMBER ONE

3 ADMITTED INTO EVIDENCE

4 MS. GOLDING: Thank you, Your Honor.

5 THE COURT: Bring them in.

6 MS. GOLDING: Your Honor, with respect to their other
7 exhibits for the flow of the trial, I don't know if now is the
8 time to put my objections or just ---

9 THE COURT: Okay. Let's do that.

10 MS. GOLDING: Okay.

11 MR. PORTER: And there's one thing I was going to mention
12 before we brought them back in with respect to this exhibit, I
13 do have a demonstrative I plan on referring to and it's just a
14 copy of this.

15 THE COURT: All right. And, and I have admitted it
16 subject to cross examination. It's basically, I don't think,
17 offered for the truth of that matter, but rather as to this
18 officer's understanding.

19 MR. PORTER: Correct.

20 THE COURT: All right. Let's, let's just wait a minute.
21 Show the other exhibits to counsel, please.

22 MR. PORTER: They're on the trial notes in order.

23 MS. GOLDING: If you can just hand me your exhibits.

24 **(RECESS.)**

25

*******OFF THE RECORD*******

1 (On the Record.)

2 THE COURT: Please be seated. Have you got the exhibits?

3 MR. PORTER: She wanted to go through the first six
4 exhibits; so, I've given her all six of those.

5 MS. GOLDING: Did you want to give the Court?

6 MR. PORTER: Yes, let me give the Court copies.

7 MS. GOLDING: Your Honor, with respect to the exhibits
8 related to Mr. Doyle, the witness currently in court, Exhibit
9 Number Two appears to be minutes of the staff meeting that
10 occurred in November 19, 2013. I assume that's an Horry
11 County, the Fire Department staff meeting. Again, that's in
12 2013. The propay was 2008. The participants, I think this
13 was Chief Crosby. He was not even hired by the County at that
14 time.

15 THE COURT: How would this witness be able to
16 authenticate minutes of a ---

17 MS. GOLDING: I don't know.

18 THE COURT: --- of a staff meeting. Is he staff?

19 MR. PORTER: He would be in the Horry County staff but I
20 don't think this witness would be at the staff meeting, but
21 this goes to, to the blog spot for the entire fire department
22 and what he'll be testifying to with respect to this document
23 is his reaction to it, not the truth of the matter asserted,
24 but no, he would've received this. His foundation would be
25 that everyone in the fire department received it because you

1 can see up there the front page at the top,
2 horryfirerescue.groupsites.com.

3 MS. GOLDING: And that's not a government site either for
4 Horry County.

5 THE COURT: All right. Well, I'll allow it, you know,
6 I'm sure that you'll be all over that, Ms. Golding.

7 All right.

8 MS. GOLDING: I just believe, Your Honor, you know ---

9 COURT REPORTER: Judge, can I mark these as we go so I
10 don't ---

11 MR. PORTER: Yes, ma'am, let me bring you a stack.

12 COURT REPORTER: Number One.

13 THE COURT: Ms. Eubank, this is the first exhibit that we
14 discussed. This exhibit relating to the minutes. All right.
15 Mr. Porter, go ahead.

16 MS. GOLDING: Your Honor, the next -- with respect ---

17 COURT REPORTER: Just a moment please. Just a moment
18 please. I've got to get this down or I'll mess up.

19 MR. PORTER: Why don't I bring you the copies now.
20 Before our next break, I'll go ahead and get you a stack of
21 all my proposed ones.

22 COURT REPORTER: There's no date on this?

23 MR. PORTER: That one, One, no, there's not. Here would
24 be the proposed three.

25 COURT REPORTER: Let me get Two first. August -- August

1 19th of '15 is that when it was printed?

2 MR. PORTER: I guess.

3 COURT REPORTER: All right. Number Three?

4 MR. PORTER: Number three will be this and I think Ms.
5 Golding will have an objection to Three.

6 COURT REPORTER: What is this?

7 MR. PORTER: It's another group site posting. That one's
8 12/17/13.

9 COURT REPORTER: And Four?

10 MR. PORTER: Yes, ma'am. I'm sorry.

11 COURT REPORTER: Okay. This is next?

12 MR. PORTER: Yes, ma'am. And that's Six and that's all
13 the exhibits for this particular witness.

14 COURT REPORTER: Excuse me. Now there's nothing in the
15 record stating what these are so you need to get that in.

16 MR. PORTER: Okay.

17 THE COURT: All right. We've got that now?

18 COURT REPORTER: Yes, sir.

19 THE COURT: Okay, Ms. Golding?

20 MS. GOLDING: Thank you, Your Honor. Number Three, Your
21 Honor, is similar to Number Two with the objections. Again,
22 it is not -- this is something that occurred -- communications
23 that occurred in 2013, not around the 2008 propay
24 implementation. There's no authority on behalf of anyone
25 associated with Number Three to speak on behalf of the County.

1 In fact, I don't believe this is even a County site, Your
2 Honor, at all. And there's just no way that this witness can
3 authenticate it. And the problem with Exhibits Two and Three,
4 Your Honor, is that these are -- this is documentation or
5 exhibits that weren't authorized by Horry County, they're not
6 binding on Horry County, and it's confusing and prejudicial to
7 introduce these because they do not speak of Horry County
8 policies. They don't have the authority.

9 THE COURT: Well, let's look at from the standpoint of
10 403 and 401. Does it have any prejudicial -- I mean probative
11 value?

12 MR. PORTER: Yes.

13 THE COURT: How so?

14 MR. PORTER: Yes, Your Honor. This -- well, these two
15 exhibits will go to show that Fred Crosby, who's the Fire
16 Chief was working on propay and thought there was a problem.
17 It will also go to show what my clients did in reaction to
18 those documents. We're talking about a -- I'll answer that
19 question ---

20 THE COURT: What does your clients' reaction have to do
21 -- I mean, they've made a claim.

22 MR. PORTER: Well, the reaction has to do with various
23 arguments we anticipate from the Defense, but as to just the
24 pure probative value, here you have the Fire Chief, these guys
25 boss, that they see every day and he is their boss. Authority

1 is, you know, a factually loaded term as it's being used right
2 now and of worst an issue of fact. These guys' boss says all
3 says all fire fighter/paramedics have been reconciled. Cost
4 to fix is 33K plus per year. Next step is to look at
5 officers. Now if, you know, I'm prevented from ---

6 THE COURT: But what does that go to show?

7 MR. PORTER: That the propay was done inappropriately.

8 THE COURT: Who says so?

9 MR. PORTER: The Fire Chief.

10 THE COURT: But does he have the authority to say so?

11 MR. PORTER: I believe so, yes. I mean, I think at worst
12 you have a case of apparent authority when you're talking
13 about ---

14 THE COURT: This is what you're asking me to do. You
15 have a Defendant, Horry County. You have a Fire Chief, who
16 has no authority to set wages or to comment on wages as far as
17 I know. He is a third party to this and he's making
18 unauthorized statements concerning the position of the County.
19 Now, is that probative? Does it have probative value? Does
20 he have any authority to do that? Does he have any authority
21 to bind the County?

22 MR. PORTER: Yes, from an apparent authority standpoint,
23 he would. This is to say that a regular employee cannot look
24 at anything their manager says -- here, the Chief of a huge
25 fire department as being authorized, you know, there's certain

1 apparent authority -- and this is a factually loaded concept.
2 There's certain apparent authority in a fire Chief --
3 certainly more so than a mid-level manager. I mean, we're
4 talking about the Chief of Fire. My clients have a right to
5 believe what their Chief says.

6 THE COURT: Why not just put up the Fire Chief and let
7 him say it?

8 MR. PORTER: I'm calling the Fire Chief later on, but to
9 get through the temporal progression, to get through the
10 temporal progression, I need to use these documents and they
11 are probative because they're probative to the fact the Fire
12 Chief himself -- now in openings we heard that there are no
13 documents that show that my clients are entitled to any money
14 from the County. Now, I get the argument that they're making,
15 which I believe is a factually loaded argument, is that the
16 Fire Chief doesn't have the authority to say anything, but I
17 think that's factually loaded and I think we have the right to
18 put in documents that each of my clients received which say,
19 hey, y'all, we're working on this propay thing that we think
20 is messed up. It's gonna cost \$33,000 to fix. Hey, y'all,
21 propay has been clouded and inconsistent since it was
22 implemented. That goes ---

23 THE COURT: That's an opinion by someone who has no
24 authority to express it. You know, if you're -- you want to
25 put your Fire Chief up and you want to say that, you know,

1 this is what I sent out because Human Resources told me this
2 was the position, I don't have a problem with that. But, I do
3 have a problem with some downstream person who says I read it
4 and I know it came from the Chief, but not Human Resources.
5 If you work for the County, you know who Human Resources are
6 and you know that they set the salaries or at least the
7 Administrator does. That's where it comes from. Fire Chief
8 is just saying this is what we're doing. I don't think it's
9 probative and I don't think it's -- it may be used against the
10 County.

11 Now, as I said, put up that Chief and he says this is
12 what Human Affairs, this is what the -- or Human Resources,
13 this is what the County Administrator told me and I shared it
14 with my employees and this is proof of the fact that I shared
15 it with them or that he did, I'm gonna admit it, but that's
16 where we're gonna have to go with. You just can't say -- why
17 couldn't you put up something that I posted about it. If --
18 if this Fire Chief has no authority to do it. Apparent
19 authority, I mean that doesn't work for me. I'm not going to
20 allow it until you put your Chief and let him establish a
21 basis for it. You may put him up after it's introduced here
22 and he says I don't know where I got that, I just -- I just
23 wanted to make them feel good. He may say that; I don't know.
24 You need to put him up and let's see what he has to say and
25 then you can put those things up.

1 That's my ruling. Okay. Period. Now let's go on
2 through this list.

3 COURT REPORTER: Ms. Golding, will you move that
4 microphone over in front of you, please?

5 MS. GOLDING: Certainly. Thank you.

6 The next objection item is item Number Five, Your Honor.
7 It's a paygrade file listing. And Mr. Doyle here is not a
8 proper witness to introduce that. He has no knowledge -- has
9 no foundation as to this document at all.

10 THE COURT: What is it?

11 MR. PORTER: It's the pay salary -- the salary schedule.

12 MS. GOLDING: It's not the salary schedule, Your Honor.

13 THE COURT: Is it that?

14 MS. GOLDING: It is, yes, that's Exhibit Number Five.

15 It's a document entitled Paygrade File Listings. It is not a
16 salary schedule. And Mr. Doyle has absolutely no background
17 whatsoever to have any testimony with regard to this document.

18 THE COURT: I mean, where did this document come from?
19 Maybe he does. What's he gonna say.

20 MS. GOLDING: No, he doesn't. It came from -- Mr.
21 Patrick, excuse me, Patrick Owens here is the only individual
22 really that has knowledge of this document. Mr. Doyle, none
23 of the Plaintiffs have any knowledge of this document.

24 THE COURT: Well, Mr. Doyle was an employee. Was this
25 provided to him by Human Resources?

1 MS. GOLDING: No, sir. I don't know how they got it.

2 THE COURT: What's he gonna say, Counsel?

3 MR. PORTER: I believe he will tell you that he has seen
4 it many times over the years. I mean, I haven't had the
5 opportunity to lay the foundation, but yes, he has seen this
6 document several times over the years and can tell the Jury
7 what it means.

8 THE COURT: Is this the document that was provided to
9 employees; is that what you're telling me?

10 MR. PORTER: I believe Mr. Doyle will tell you he has
11 been provided that document many times over the years. Yes,
12 Your Honor, I mean this is the salary schedule underlying the
13 entire case.

14 MS. GOLDING: It is not a salary schedule.

15 MR. PORTER: This is a salary file listing that is
16 underlying the entire case, Your Honor.

17 THE COURT: Well, let's see what he can tell me it is,
18 then. Okay?

19 MS. GOLDING: Thank you, Your Honor.

20 THE COURT: Okay. And a statement of wages, now what was
21 that?

22 MS. GOLDING: I have no objections to that, Your Honor.

23 THE COURT: Okay. Very well.

24 MR. PORTER: So for the record, Your Honor, One, Four,
25 Five and Six are in the Alderman letter and then the Four,

1 Five, Six are in?

2 MS. GOLDING: Five is not in yet. There has been no
3 foundation laid.

4 MR. PORTER: All right. One -- one's subject to the
5 foundation, understood.

6 THE COURT: Okay. All right. Let's bring in the Jury.

7 COURT REPOTER: All right. What's in?

8 MR. PORTER: Everything but Two and Three and Five.

9 PLAINTIFF'S EXHIBIT NUMBER FOUR

10 ADMITTED INTO EVIDENCE

11 (REPORTER'S NOTE: Jury enters courtroom.)

12 MR. PORTER: May it please the Court?

13 BY MR. PORTER:

14 Q: Do you have the document I handed you earlier in front of
15 you?

16 A: Yes.

17 Q: Mr. Doyle, pick us back up from where we were. Have you
18 ever seen this document before?

19 A: Yes, sir, I have.

20 Q: When did you receive this document?

21 A: Around the time of implementation of the propay.

22 Q: Will you identify this document for the Jury?

23 A: It is a header sent out by our Fire Chief, Gary Alderman,
24 stating on how propay is gonna work or to be implemented.

25 Q: Does that document match this placard that I'm holding up

1 before you?

2 A: Yes, sir, that's the same document.

3 Q: Your Honor, at this time, I'd move that the Alderman
4 letter be placed into evidence as Exhibit One?

5 MS. GOLDING: Your Honor, you've already ruled.

6 THE COURT: Yes.

7 MR. PORTER: Your Honor, may I have Mr. ---

8 MS. GOLDING: I have not seen that placard; okay, it's
9 just the letter?

10 MR. PORTER: Yes, ma'am.

11 MS. GOLDING: Okay.

12 MR. PORTER: Your Honor, may I beg the Court's indulgence
13 to set this up and have Mr. Doyle approach?

14 THE COURT: Sure. Mr. Ropp, give him a hand with that.

15 BY MR. PORTER:

16 Q: Mr. Doyle, if you'll approach this document.

17 Now I understand you all can't see the top, but I'm gonna
18 have Mr. Doyle answer a few questions in front of it.

19 Mr. Doyle, what did you learn about propay as a result of
20 reading this letter?

21 MS. GOLDING: Your Honor, I think if he's -- the letter
22 will speak for itself and his interpretation or opinion is not
23 applicable.

24 THE COURT: That's correct.

25 BY MR. PORTER:

1 Q: What was your reaction to this letter, Mr. Doyle?

2 MS. GOLDING: Your Honor, reaction is not -- is not
3 relevant.

4 THE COURT: Ask him just what the letter says?

5 BY MR. PORTER:

6 Q: Mr. Doyle, what does the letter say?

7 A: The letter says right here that all fire
8 fighter/paramedics have been regraded from Grade 17 to Grade
9 15 in whatever respectfully steps you're currently in. A
10 Grade 17(A) would be now a Grade 15(A).

11 Q: Will you mark that on the letter?

12 A: (Witness complies.)

13 Q: Could that be 17(4) would be 15(4), just to clarify?

14 A: I'm sorry, that is correct. 17(4) would drop down to a
15 15(4).

16 Q: Does the letter provide any examples?

17 A: Yes, sir, it does, on Page 2.

18 Q: Would you mark that for the Jury?

19 A: Page 2.

20 COURT REPORTER: Excuse me. You have to speak out
21 please, I have to hear you.

22 A: I'm sorry.

23 BY MR. PORTER:

24 Q: Mr. Doyle you may return to your seat. Thank you, sir.

25 Was there ever any retraction of this letter by the

1 County that you received?

2 A: No.

3 MS. GOLDING: Your Honor, I want to make an objection.
4 There was -- there is absolutely no evidence in the record
5 that the County had knowledge of this letter. So, that's an
6 improper implication.

7 THE COURT: Counsel?

8 BY MR. PORTER:

9 Q: Was there ever any retraction from Chief Alderman of this
10 letter?

11 THE COURT: There you go.

12 A: No, sir, there was no retraction from the Chief or
13 anybody else.

14 MS. GOLDING: Your Honor, I'm gonna -- I think that's an
15 improper -- the witness just responded that should be
16 stricken.

17 THE COURT: The response was no, none from the Chief.
18 You will disregard anything further than that.

19 BY MR. PORTER:

20 Q: Do you have any reason not to believe Chief Alderman in
21 this letter?

22 MS. GOLDING: Your Honor, I think that's an improper
23 question whether or not ---

24 THE COURT: Counsel, we're talking about a letter from
25 his Chief. Okay. Now, let's keep it to that. Okay?

1 MR. PORTER: Yes, Your Honor.

2 BY MR. PORTER:

3 Q: Was your salary what you expected it would be after this
4 change?

5 A: No, sir, not at all.

6 Q: How so?

7 A: We were very disappointed. We didn't feel like that we
8 got the proper amount that the County promised that they were
9 gonna provide for us.

10 Q: Were you given the credit for all your prior years of
11 service?

12 A: No, sir.

13 Q: Were you given the credit for all the steps you recall
14 receiving through the years?

15 A: No, sir.

16 Q: What did you do as a result of being -- of your pay being
17 lower than expected?

18 A: We went to -- first of all, we went to the Fire Chief and
19 talked with him about and then we started contacting Human
20 Resource and Personnel to see if we could get anything done
21 over it.

22 Q: What response did you receive?

23 A: None from Human Resources. The Fire Chief said they were
24 working on it and looking at getting it fixed.

25 Q: You mentioned Matt Smith earlier with respect to a propay

1 committee, I believe. Can you tell us what that was?

2 A: The propay committee ---

3 MS. GOLDING: Your Honor, I'm gone an objection. This
4 witness has no personal knowledge of any type of work
5 committee. He was not on the committee, so he didn't function
6 -- that would be improper.

7 THE COURT: Rephrase your question.

8 BY MR. PORTER:

9 Q: Are you aware of the existence of a propay committee?

10 A: Yes, sir, I am.

11 Q: Can you name some of the individuals who were on it?

12 A: I know it was headed up by the Director of Public Safety,
13 Paul Whitten; Carissa Medeiros was on it from Risk Management;
14 and Matt Smith was on it representing -- representing the Fire
15 Rescue.

16 Q: And what was the purpose of the propay committee, if you
17 know?

18 MS. GOLDING: Your Honor, he hasn't established that he
19 has the knowledge of what the purpose of it is.

20 BY MR. PORTER:

21 Q: Do you know?

22 THE COURT: I'll allow him to answer that question.

23 MS. GOLDING: And it was not a propay committee, Your
24 Honor. It was a working committee for a study of salaries all
25 over the County. It was not just -- that's why -- this is

1 misinformation that has been getting out and it's not correct.

2 THE COURT: All right. Well, was there a propay
3 committee?

4 MS. GOLDING: No.

5 BY MR. PORTER:

6 Q: Was there a committee that worked on propay?

7 A: Yes, sir.

8 Q: Did they also handle other salary issues?

9 A: Yes, sir.

10 Q: Okay. What was the purpose of that committee, if you
11 know, with respect to propay?

12 A: To eliminate the paramedic position, which is a paygrade
13 17, lower us down to a Paygrade 15 and give us \$7500 to offset
14 as long as we kept our paramedic certificate.

15 Q: Now I don't want to go in detail about what was said.
16 We'll save that for a later witness, but when is the next time
17 you heard something concrete, when being the question, I will
18 say the Fire Chief about propay?

19 A: The -- the Fire Chief came back with us and said that he
20 had met with Finance and HR, they were working on it, and they
21 were gone get the problem fixed.

22 Q: What time -- what year was that or what time was that?

23 A: In around '13, 2013.

24 Q: And who was the Fire Chief at that time?

25 A: The Fire Chief at that time was Chief Fred Crosby.

1 Q: And what did you think of what Mr. Crosby said?

2 MS. GOLDING: Your Honor, I'm gonna make an objection to
3 that. I don't think what he thinks about what Mr. Crosby said
4 has any relevance here.

5 THE COURT: I'll allow him to answer this as to what his
6 understanding was.

7 A: I trusted Mr. Crosby. He's, he's -- he is the only boss
8 that we had that we could go to. He shared information to us,
9 but he was the guy -- he was the manager of the Walmart Store
10 so to speak. He was the manager of our department and that's
11 the one we -- we dealt with.

12 Q: Now, when's the next time after this, I believe you told
13 me fall, December of 2013, when's the next time you heard
14 something concrete out of Mr. Crosby?

15 A: There was a email blast with our, our -- we have a, a
16 group site that he sends information, we can communicate, and
17 he sent us a, a letter or comments and staff meetings that the
18 propay was reconciled and that we should notice a change in
19 our pay in the next ---

20 MS. GOLDING: Your Honor, I think that you already ruled
21 on that matter and that was Exhibit ---

22 THE COURT: I have.

23 BY MR. PORTER:

24 Q: I'm trying to get into, after that what was the next time
25 you heard from Mr. Crosby about concrete about propay?

1 Perhaps let's jump ahead to the summer of 2014, if I can be
2 allowed to put it in context.

3 A: Okay. Chief Crosby said that an audit was done and
4 during, during the audit, all persons have been paid
5 correctly. The audit was done by, I guess, HR ---

6 MS. GOLDING: Your Honor, if he doesn't know, this
7 witness has no knowledge of anything. That's ---

8 THE COURT: It's either what he knows or he doesn't know.

9 BY MR. PORTER:

10 Q: Tell us what you know from what Mr. Crosby said?

11 A: An audit was completed and three fire fighters were
12 overpaid, paramedics, and there was one paramedic Lieutenant
13 that was underpaid.

14 Q: Do you know who that Lieutenant was referring to?

15 A: T.J. Mottola.

16 Q: Do you know if his pay was changed?

17 A: He says it was not.

18 Q: Were you told everyone else was paid right?

19 A: He said that everybody was paid right except for three
20 were overpaid.

21 Q: What did they say they were gonna do about the three that
22 were overpaid?

23 A: They said if they took money away from the ones that were
24 overpaid, they were gonna pay the ones that were underpaid.

25 Q: Do you know if those three got their wages garnished?

1 A: They said they did.

2 Q: What did you do as a result of what you were told?

3 A: We were told if we had any questions about our pay, to
4 contact Human Resources and discuss it with Human Resources.

5 Q: Do you recognize the document I've handed you, Mr. Doyle?

6 A: Yes, sir, I do.

7 Q: Will you identify it for the Jury?

8 A: This is a email that I followed up on what I was directed
9 to do to send my questions and concerns to Human Resources.

10 MR. PORTER: Your Honor, at this time, I believe this has
11 already been marked for the record. I'll note that this is
12 Exhibit Four.

13 THE COURT: All right.

14 BY MR. PORTER:

15 Q: Who did you send this to in HR?

16 A: Our contact person we were supposed to contact was Katie
17 Badgett.

18 Q: What was her title or do you know?

19 A: I'm not sure.

20 Q: What sorts of things did you ask her?

21 A: I asked Katie how our propay was done so different; it
22 weren't done the way that we were explained it was gonna be
23 and I asked her how could I be placed in a lower steps than
24 where I was at. I was in a Step 15 and they dropped me all
25 the way down to a Step 9. I also asked her how our base

1 salary -- my base salary was lower when I was supposed to be
2 getting more money, and I also asked her how our top-end
3 salary, mine decreased over \$4,000 which left me no room to
4 continue getting any raises.

5 Q: Okay. And what response did you receive from Katie?

6 A: I never got a response from her.

7 Q: Let me ask you, Did she offer to talk to somebody else
8 about it?

9 A: I'm sorry, I did contact -- after multiple phone calls, I
10 finally got in touch with her and she said she would contact
11 or pass it on to Patrick Owens, would get with him and then
12 get back with us.

13 Q: Did Patrick Owens or Katie or anybody from HR ever get
14 back with you?

15 A: No one from HR, but later we got a -- a video from our
16 Fire Chief.

17 Q: What day did you send this letter?

18 A: July the 8th, 2014.

19 Q: Have you seen this document or set of documents before?

20 MS. GOLDING: May I inquire as to what he's presenting to
21 the witness?

22 Your Honor, I thought that the Court has already ruled on
23 this document as to this witness.

24 MR. PORTER: I believe I was to lay a foundation and then
25 Court was gonna rule?

1 THE COURT: That's correct.

2 MS. GOLDING: Thank you, Your Honor.

3 BY MR. PORTER:

4 Q: Have you see this document before or set of documents?

5 A: Yes, sir, I have.

6 Q: How often and in what capacity?

7 A: Well, Human Resources sent to me and it was, you know, we
8 often looked at it to see where we compared as far as our step
9 and paygrade.

10 Q: What is the date of this particular document?

11 A: April the 2nd, 2008.

12 Q: And your testimony is you would have been sent this or
13 received this from Human Resources?

14 A: Yes, that's correct.

15 MR. PORTER: Your Honor, at this time, I'd ask that the
16 April 2008 document that we're looking at now be introduced as
17 Exhibit Five?

18 MS. GOLDING: He still hasn't laid a foundation. He
19 doesn't know what this document is, Your Honor.

20 THE COURT: Yes. Tell us what it is.

21 BY MR. PORTER:

22 Q: What is it?

23 A: It's simple. It's the County paygrade and step scale
24 that the County goes by.

25 THE COURT: The document to calculate?

1 A: To calculate your salary.

2 THE COURT: All right. I'm gonna admit it.

3 PLAINTIFF'S EXHIBIT NUMBER FIVE

4 ADMITTED INTO EVIDENCE

5 BY MR. PORTER:

6 Q: Do Pages 1 and 3 of that document ---

7 COURT REPORTER: Plaintiff's Five.

8 Q: --- Plaintiff's Five match the first and the second
9 placard I'm holding for you?

10 A: Let's see here. There's one. I've got the one and two,
11 one and two.

12 COURT REPORTER: Speak out, please.

13 Q: Speak up into the microphone.

14 A: My pages are 1 and 2, 1 and 2.

15 Q: Let me rephrase. Does the first page of that packet and
16 the third page of that packet match the two placards I'm
17 holding in front of you?

18 A: Yes, sir, it does.

19 Q: Thanks. I'll come back to that.

20 A: I'm sorry.

21 Q: Now you just told me that the date was April 2, 2008,
22 correct?

23 A: That is correct.

24 Q: How many salary increases do you recall, across the board
25 salary increases, do you recall having since then?

1 A: Since 2008?

2 Q: Yes, sir.

3 A: To the best of my knowledge, there was a two percent in
4 2015 and two percent in 2016.

5 Q: So is it fair to say that from approximately April 2008
6 to 2014, there were no increases to the salary schedule that
7 you're aware of?

8 A: That's correct, that I'm aware of.

9 Q: Neil, do you recognize this document?

10 A: Yes, sir.

11 MS. GOLDING: What is this document, it's Number Six?

12 MR. PORTER: Yes, ma'am.

13 MS. GOLDING: Okay. I have that. I have no objection to
14 Number Six, Your Honor.

15 THE COURT: Very well, it's admitted.

16 PLAINTIFF'S EXHIBIT NUMBER SIX

17 ADMITTED INTO EVIDENCE

18 BY MR. PORTER:

19 Q: And will you tell us what this is?

20 A: It's the Horry County Government Statement of Wages.

21 Q: And what date is it effective?

22 A: March 29th, 2008.

23 Q: Is that just before the salary schedule that we looked at
24 earlier?

25 A: That's correct.

1 Q: What, if anything, did you acknowledge on this?

2 A: That my new salary was a lot less.

3 Q: But what did you sign acknowledging?

4 A: Oh, I signed acknowledging that I received a copy of this
5 letter and then if any -- it says here on it if -- if any
6 deductions they can take out of my wages and any -- if I owed
7 the County anything from garnishment, they can -- they can
8 take it out of my check.

9 Q: And what did you sign under, the words about garnishment?

10 A: Yeah, the garnishment; that's correct.

11 Q: Sir, did you ever do anything to justify them garnishing
12 your pay in any way?

13 A: No, sir.

14 Q: Tell me, what was your pay before this change to propay?

15 A: My salary before was \$40,653.76.

16 Q: What was your pay after the change?

17 A: \$44,809.08.

18 Q: Was that after the \$7500 in propay is added?

19 A: That's correct.

20 Q: How do we figure out your base pay?

21 A: You would take my new salary and subtract the propay 7500
22 and that would become my new salary -- my new base pay.

23 Q: Is it fair to say, I know we haven't done the math yet,
24 that dropping 7500 from 45 -- 44 would make your base pay
25 lower than it had been pre-propay?

1 A: That's correct.

2 Q: What benefit did the County get for this change to
3 propay?

4 A: They lowered all the paramedics from Paygrade 17 to a 15
5 so every step increase, the County would save money on every
6 paramedic that got a step because it would be substantially
7 lower.

8 Q: I.E. two percent of a lower base is lower than two
9 percent of a higher base?

10 A: That's correct.

11 Q: What about your max earning capacity, did that stay the
12 same?

13 A: No, it significantly lowered too.

14 MR. PORTER: Your Honor, at this time, I'd ask for Mr.
15 Doyle to have permission to approach these demonstratives?

16 THE COURT: Very well.

17 COURT REPORTER: Remember to speak out please.

18 A: Okay.

19 BY MR. PORTER:

20 Q: Now you told me your hours were alternating twenty-four
21 then forty-eight?

22 A: That's correct.

23 Q: And you told me as of '08, you'd been there for
24 approximately 15 to sixteen years?

25 A: That's correct.

- 1 Q: And you told me earlier that your pre-propay salary was
2 \$40,653.76?
- 3 A: That's correct.
- 4 Q: On Grade 17(A), show me where that salary fell?
- 5 A: It was at ---
- 6 COURT REPORTER: Excuse me. Please speak up.
- 7 Q: Make sure you speak up when you do this, Neil. You want
8 to track 17(A), it's right there.
- 9 A: 17(A) falls under Step 10.
- 10 Q: Now show me where you fell under 17(A) at the salary of
11 \$40,653?
- 12 A: Under seven -- 17(A)?
- 13 Q: Uh-huh (affirmative response).
- 14 A: That would be Step 16.
- 15 Q: And you told me you'd been there approximately 15 to
16 sixteen years?
- 17 A: That's correct.
- 18 Q: And you told me to figure out your base pay after the
19 change to 44,898 is to subtract 7500 from your base pay?
- 20 A: That's correct.
- 21 Q: Does 37,398 sound right?
- 22 A: Yes, sir.
- 23 Q: Show me where 37,398 is on Grade 15?
- 24 A: It would be Step 10.
- 25 Q: Okay. Now had you been there for more than ten years?

1 A: Yes, sir.

2 Q: Had you been a medic for more than ten years?

3 A: Yes, sir.

4 Q: Would you have received more than ten step increases in
5 your tenure?

6 MS. GOLDING: Your Honor, is he continuing on the
7 diagram, if not, the witness needs to ---

8 MR. PORTER: One more thing on the diagram, Your Honor.
9 This will be the only witness I have approach this placard.

10 THE COURT: Go ahead.

11 BY MR. PORTER:

12 Q: The question was had you received more than ten step
13 increases in your tenure?

14 A: Yes, sir.

15 Q: Now mark for us and tell us the base salary of Grade 15,
16 Step 16?

17 A: 40,878.

18 Q: Would you mark that?

19 A: Yes, sir.

20 Q: At this time, you may return to the stand if you'd like
21 now.

22 If we're looking at your base salary first, how do we
23 calculate your post propay from that?

24 A: Looking at my base salary first, you would add 7500 to
25 it.

1 Q: So, if you'd been in Grade 15, Step 16, we would add 7500
2 to \$40,878?
3 A: That's correct.
4 Q: Does \$48,378.86 sound right?
5 A: That's correct.
6 Q: How do we know the difference between what you got and
7 what you believe you should have gotten?
8 A: You would subtract what I should have got from what I got
9 and that would be the difference.
10 Q: When we subtract what you got from what you believe you
11 should have gotten?
12 A: That's correct.
13 Q: Does \$3,480.86 per year sound about right if we subtract
14 those two figures?
15 A: That's correct.
16 Q: And the next time you remember raises would have been two
17 two percents in '15 and '16; is that correct?
18 A: That is correct.
19 Q: To be fair though, you still got a raise so what's the
20 big deal?
21 A: We got a raise, but we didn't get what we were promised
22 from the County. The County received, in my opinion, a lot
23 more than we got. They -- we got a portion of our 7500, but
24 the County received every year after that on every step that
25 every paramedic, a much lower rate. Also they lowered the

1 ceiling on every paramedic. So we're capped out and can't
2 make any -- we'll never get another raise with the County.

3 Q: Were you led to believe that you were gonna get full
4 credit for your years of service in the propay change?

5 A: Yes, sir.

6 MS. GOLDING: Your Honor, his belief doesn't have
7 anything to do with this case.

8 THE COURT: I'll let him answer that.

9 BY MR. PORTER:

10 Q: Did you?

11 A: Yes, sir, it was my money; I believed it.

12 Q: Did you receive full credit?

13 A: Did I receive it, no.

14 Q: Thank you. Nothing further.

15 THE COURT: All right. Ms. Golding?

16 MS. GOLDING: Yes, sir.

17 THE COURT: Ladies and gentlemen, I've acquired another
18 task. I've got a, as I mentioned earlier, a two-week trial
19 starting Monday. They just told me it's been settled and I
20 want to put it on the record before they forget. So I'm gonna
21 let you go into your jury room. It won't take but just a
22 minute and I'll bring you right back out. Okay?

23 Get me those lawyers.

24 **(RECESS)**

25

*****OFF THE RECORD*****

1 (On the Record.)

2 (REPORTER'S NOTE: Jury enters courtroom.)

3 THE COURT: All right. You may continue, Ms. Golding.

4 MS. GOLDING: Thank you, Your Honor.

5 Your Honor, during the break, Plaintiff's Counsel agreed

6 he had no objections to Defendant's Exhibits One, Two ---

7 THE COURT: Has Ms. Eubank marked them?

8 MS. GOLDING: --- Three and Four.

9 Your Honor, we would offer Defendant's One, Two, Three
10 and Four into the record, Your Honor.

11 THE COURT: Without objection?

12 MR. PORTER: Without objection, Your Honor.

13 THE COURT: Thank you.

14 DEFENDANT'S EXHIBITS ONE, TWO, THREE AND FOUR

15 ADMITTED INTO EVIDENCE

16 CROSS EXAMINATION OF WYLIE MCNEIL DOYLE, JR. BY MS. GOLDING:

17 Q: Mr. Doyle, can you tell the Jury, it's my understanding
18 you've never been employed in a Human Resources department; is
19 that correct?

20 A: That's correct.

21 Q: Okay. And you've never -- you didn't attend any
22 schooling for Human Resources, have you?

23 A: That's correct.

24 Q: And with respect to your employment with Horry County,
25 all the time you've been employed with Horry County, you are

1 an employee at will; is that correct?

2 A: That's correct.

3 Q: Okay. And the Horry County has what they call Employee
4 Guidelines that sets forth policies of your employment with
5 the County; is that correct?

6 A: That's correct.

7 Q: Okay. In Exhibits One and Two, aren't these copies of
8 the Employee Guidelines that are available to all of the
9 employees?

10 A: That's what it says.

11 Q: Okay. And these guidelines that are in front of you,
12 Exhibit One, was this a guideline in the calendar year of
13 2004?

14 A: That's correct.

15 Q: Okay. And Exhibit Two, that's the guideline in the
16 calendar year 2002; is that correct -- excuse me, 2008?

17 A: 2008.

18 Q: Is that correct, 2008?

19 A: Trying to trick me.

20 Q: No, I'm not. Well, in 2008, that was when this propay
21 was implemented; is that correct?

22 A: That's correct.

23 Q: And so these two employee handbooks, they would be
24 available to all the employees in the years of 2004, 2005,
25 2006, 2008; is that correct?

1 A: Yes, I would say correct, yes.

2 Q: And you had access to these employee handbooks?

3 A: I'm sure I did.

4 Q: Okay.

5 A: I didn't know they existed, but I'm sure I did.

6 Q: Nobody in Horry County says don't read these and don't
7 get information about the employee handbooks, did they?

8 A: No, ma'am.

9 Q: Okay. And let me ask you to -- let's take the 2008
10 employee handbook on Page 3 at the top it has a statement
11 about the County Administrator and the County Administrator,
12 doesn't it say that the County Administrator will implement
13 internal operating guidelines for the following -- did I read
14 that correctly?

15 A: That's correct.

16 Q: And item three, what is item three?

17 A: Pay and Classification System.

18 Q: Okay. And you will agree that only the County
19 Administrator for Horry County has a right to increase your
20 pay or decrease your pay or change your classification; isn't
21 that correct?

22 A: That's what you're telling me.

23 Q: No -- well, that's correct, isn't it? You know the
24 County Administrator is the big boss of all the two thousand
25 plus employees in Horry County?

1 A: I know he's the big boss.

2 Q: Okay. And you know that the County Administrator is the
3 only individual in Horry County that can change your salary?

4 A: That's what you're telling me, but ---

5 Q: Well, have you -- you know that your Fire Chief can't set
6 your salary? He can recommend, but he can't set your salary;
7 you know that?

8 A: I'm not sure on that. I am not.

9 Q: Well, you can't say he does change it -- your Fire Chief,
10 you can't tell this Jury that he does give you a salary raise,
11 does he?

12 A: He has.

13 Q: He has?

14 A: But now whether or not he goes through other channels, I
15 do not know, but I know he has.

16 Q: Okay. And you know he has recommended your salary
17 increases?

18 A: I'm assuming.

19 Q: Okay. And the, the letter that you had introduced of
20 Chief Alderman, and I think that was Plaintiff's Exhibit
21 Number One. Do you still have that in front of you?

22 A: Let me make sure I have the right one.

23 Q: Okay. Here it is. Yes. Okay. Good. Now, Exhibit
24 Number One, the Jury hasn't seen this yet, but Exhibit Number
25 One is a memo that Chief Alderman that was sent out under

1 Chief Alderman's name; is that right?

2 A: Chief Gary Alderman.

3 Q: Right. And this memo was done sometime in March or April
4 of 2008; is that right?

5 A: That would be correct.

6 Q: Okay. But it doesn't have a date on it, does it?

7 A: I do not see one.

8 Q: Okay. Now this memo, if the truth be known, to tell the
9 Jury, this memo was prepared not by Chief Alderman but by
10 Matthew Smith; isn't that correct?

11 A: I have no idea.

12 Q: You have no idea?

13 A: No.

14 Q: Does Chief Alderman, did he sign his name? Is his
15 signature on this memo?

16 A: It's a stamped signature.

17 Q: So he didn't sign this memo, did he? Chief Alderman's
18 signature is not on this memorandum is it, Exhibit Number One?

19 A: This is ---

20 Q: You don't see his signature on Exhibit One, do you?

21 A: I don't know if that's his signature or not. It's Gary
22 B. Alderman.

23 Q: Well, that's an electronic name. That's not a hand
24 signature on Exhibit One of Chief Alderman is there?

25 A: If that's what you say.

1 Q: Well, you can look and see, can't you?

2 A: I'm looking.

3 Q: Okay. Do you see where Chief Alderman actually signed
4 his name on Exhibit Number One; do you see that on there?

5 A: There's a signature.

6 Q: The signature is an electronic signature, is it not;
7 that's not his signature really, is it? You can't tell the
8 Jury that you can't tell the difference between electronic
9 signature and somebody that really signs it; you can't tell
10 the Jury that?

11 A: I do not know.

12 Q: Wow. Now, in Exhibit One that probably was written by
13 Matthew Smith, in this Exhibit One, there's not one word in
14 here about years of service, is there?

15 A: I do not see years of service in there.

16 Q: Okay. And also in Exhibit One, in March and April of
17 2008, the County Administrator was Danny Knight; is that
18 correct?

19 A: I think you're correct on that.

20 Q: And there's no signature of Danny Knight on Exhibit One,
21 is there?

22 A: No, ma'am.

23 Q: Okay. And you have no personal knowledge if Danny Knight
24 ever saw and approved Exhibit One, do you?

25 A: I do not have that knowledge.

- 1 Q: Now, let me give you what we marked as Defendant's
2 Exhibit Number Three. This is a policy dated March 3, 2008 to
3 Danny Knight, Administrator. Have you seen that before?
4 A: Yes, ma'am, I believe I have.
5 Q: Okay. Now, if the truth be known, this is the only
6 County policy on propay; isn't that right, Exhibit Three?
7 A: I do not know if this is the only one.
8 Q: You wouldn't argue that that's the only one you've seen,
9 that that's the only written policy on propay that you have
10 seen issued by the Horry County?
11 A: That's probably correct.
12 Q: Okay. And Exhibit Three, Defendant's Exhibit Three, that
13 was signed by Danny Knight; it has his signature at the bottom
14 of it, doesn't it?
15 A: There's some scribble.
16 Q: Okay. It's at least not electronic. There's some real
17 human scribbling, right?
18 A: Yes, ma'am.
19 Q: Okay. I forgot to ask you, this employee guidelines,
20 Horry County, every time there's some change in the
21 guidelines, they get you to sign a disclaimer; isn't that
22 right? Let me hand you what's Exhibit Four.
23 A: Exhibit Four.
24 Q: Okay. Those, those disclaimers that you signed, those
25 are your signatures on there, is it not?

- 1 A: That's correct.
- 2 Q: Okay. Now, you testified, you told this Jury earlier
3 that you -- you think you had step increases every year while
4 you've been employed with Horry County; is that right?
- 5 A: In the year dates that he called ---
- 6 Q: Well, in the nineties, isn't it a fact that Horry County
7 didn't have increases but once every three years?
- 8 A: I don't recall that at all.
- 9 Q: So you really don't know if you had step increases every
10 year or not, do you?
- 11 A: Well, I would recall I believe if I didn't get a raise
12 each year.
- 13 Q: Well, wouldn't you believe that Patrick Owens there, head
14 of HR, he would know more about how often there were step
15 increases than you would; isn't that right?
- 16 A: That's a possibility.
- 17 Q: And so if in fact there were only step increases every
18 three years in the 1990's, if that's a fact, you couldn't
19 argue with that, could you?
- 20 A: If that's a fact.
- 21 Q: Okay. And then in 2007, Horry County stopped step
22 increases completely, didn't they?
- 23 A: Somewhere in that time frame, that's correct.
- 24 Q: So, if you testified to this Jury that you had ten, 15
25 step increases, you really don't know, do you?

- 1 A: To the best of my knowledge, that's what it was.
- 2 Q: Okay. I meant to ask you, you said you sent a letter in
3 2014 to Katie Badgett with HR and I think that's Exhibit Four;
4 do you have that? Now, did you email this letter to Katie
5 Badgett?
- 6 A: Yes, ma'am, it was emailed.
- 7 Q: Okay. Then why didn't you introduce your email instead
8 of just a letter? This Exhibit Four doesn't have any email --
9 doesn't show that it was emailed, does it?
- 10 A: It was done on the County -- right here, right here it
11 does not.
- 12 Q: So Exhibit Four, this letter to Katie Badgett that you
13 supposedly sent to her, that doesn't show that you sent it by
14 email, does it?
- 15 A: No, it does not.
- 16 Q: Now Plaintiff's Exhibit Six, that's a statement of wage
17 that you signed in March, excuse me, April 20th of 2008; is
18 that right?
- 19 A: That's correct.
- 20 Q: Okay. Now the statement of wage, that's a document that
21 was prepared by the Horry County HR Department; is that
22 correct?
- 23 A: It says Horry County Government. Yeah, Human Resources,
24 that's correct.
- 25 Q: And you received that document from Human Resources in

- 1 March or April of 2008?
- 2 A: That's correct.
- 3 Q: Now you signed it on April 20 of 2008?
- 4 A: That's correct.
- 5 Q: And when you signed it on April 20, 2008, you knew you
6 were signing that because of propay, right?
- 7 A: A salary change is the reason I was signing it.
- 8 Q: And you knew that salary change was propay?
- 9 A: That's correct.
- 10 Q: Okay. And when you signed it in April of 2008, you knew
11 that your Grade was being changed from Grade 17 to Grade 15?
- 12 A: That's correct.
- 13 Q: Okay. And you knew that involved a salary decrease?
- 14 A: No, ma'am.
- 15 Q: You did not know that when you were changed from Grade 17
16 to Grade 15 that that involved a salary decrease?
- 17 A: No, ma'am.
- 18 Q: Let's go look back at the one policy of the County,
19 that's Exhibit Number Three. And Exhibit Number Three, look
20 at Line 23. Now Line 23 sets that forth that
21 firemen/paramedics were gonna be regraded to Grade 17 and put
22 to Grade 15; isn't that what it says?
- 23 A: That's correct.
- 24 Q: Okay. And beside that there's a dollar amount of
25 reduction or savings that the County is gonna have; do you see

1 that?

2 A: Yes, ma'am.

3 Q: Okay. And what is that dollar amount?

4 A: \$236,031.

5 Q: And that affected fifty-four firemen/paramedics; you see

6 that?

7 A: That's correct.

8 Q: Okay. So this document dated March 3 of 2008 shows that

9 you were getting regraded from 17 to 15 and getting a

10 reduction in your salary; isn't that what it shows?

11 A: That's what it shows on this paper.

12 Q: And -- and then go look at Line 27. Line 27 it says if

13 you're a fireman and you've got a paramedic certificate,

14 you're gonna get \$7,500; isn't that right?

15 A: That's correct.

16 Q: And that's for fifty-four employees, right?

17 A: That's correct.

18 Q: Okay. And that shows what dollar amount?

19 A: \$553,023.

20 Q: So that's gonna cost the County over \$500,000; is that

21 correct?

22 A: That's what I'm assuming.

23 Q: So that was the propay plan. You were getting reduced

24 from Grade 17 to 15 and then the \$7500 was added, right, you

25 weren't getting a straight outright \$7500, were you?

- 1 A: By the way you're explaining it, no.
- 2 Q: Okay.
- 3 A: That weren't the way it was explained to us.
- 4 Q: To your knowledge, is there any other document in
5 existence approving propay that was signed by the County
6 Administrator, Danny Knight, other than Exhibit Three?
- 7 A: Not to my knowledge.
- 8 Q: Now let's go to the Statement of Wages that you signed.
9 Do you have that?
- 10 A: Yes, ma'am.
- 11 Q: Okay. Do you have a copy of that? Yeah, okay. Now the
12 Statement of Wages is Number Six and you signed this in April
13 of 2008 and when you signed this, this was all filled by -- it
14 was typed in by HR; is that right?
- 15 A: It was typed in.
- 16 Q: Okay. And when you signed this when it was typed in, it
17 had your current Grade at 17; is that right?
- 18 A: That's correct.
- 19 Q: And then it put you a new Grade at 15?
- 20 A: That's correct.
- 21 Q: And then it has your salary. What does it have as your
22 salary?
- 23 A: Excuse me?
- 24 Q: What does it have as your salary?
- 25 A: My salary?

- 1 Q: Yes, sir.
- 2 A: 40,653.
- 3 Q: And then it has new salary; what does it have as your new
4 salary?
- 5 A: 44,898.
- 6 Q: Okay. And so when you signed it, you knew at that time
7 your pay increase was ten percent, about 4,000 -- a little
8 over \$4,000; isn't that right?
- 9 A: It's in the ball park.
- 10 Q: Okay. But you knew that when you signed this in April of
11 2008?
- 12 A: I knew what the numbers were; that's correct.
- 13 Q: Okay. And you saw that that wasn't the \$7500; isn't that
14 right?
- 15 A: Immediately.
- 16 Q: Okay. So, you knew that in April of 2008 that you
17 weren't getting what you thought you were supposed to get?
- 18 A: That's correct.
- 19 Q: Okay. And you accepted that; you got that salary every
20 time, every year after that; isn't that right?
- 21 A: That is correct.
- 22 Q: Okay. And at that point in time, you knew you'd been
23 changed from Grade 17 to Grade 15?
- 24 A: That is correct.
- 25 Q: Okay. And by that piece of paper, by that payment of

1 wage, Horry County said to you, we are going to pay you this
2 new salary of \$44,898; is that right?

3 A: That's correct.

4 Q: And in fact, since you signed this piece of paper,
5 Exhibit Six, Horry County has paid you that new salary that it
6 said it would pay on Exhibit Six?

7 A: They've paid that number, that's correct.

8 Q: Every year they've paid you the new number, the new
9 salary that they said they would pay you; isn't that right?

10 A: That is right.

11 MR. GOLDING: May I have just a moment, Your Honor?

12 I have no more questions. Thank you, Your Honor.

13 THE COURT: Redirect?

14 MR. PORTER: Briefly, Your Honor.

15 REDIRECT EXAMINATION OF WYLIE MCNEIL DOYLE, JR. BY MR. PORTER:

16 Q: First pull up Exhibit Six if you will, the wage sheet
17 that Ms. Golding just talked with you about.

18 A: I got it.

19 Q: Where's the County Administrator's signature on that wage
20 sheet?

21 A: There is not one on here.

22 Q: Where in that exhibit Ms. Golding was showing you the
23 guidelines does it say that the County Administrator is not
24 allowed to delegate anything?

25 A: It -- I've never seen it.

1 Q: And in fact, this wage sheet ---

2 MS. GOLDING: Your Honor, I mean, he is directed cross
3 examination of his own witness and this is not new matter he's
4 going into.

5 THE COURT: Well, I, I think that he can address the
6 issue, but remember you're on direct.

7 MR. PORTER: I will.

8 BY MR. PORTER:

9 Q: In your experience, could Chief Alderman delegate things?

10 A: Yes, sir.

11 Q: Is it common to use electronic signatures at Horry County
12 Fire Department?

13 A: For management it I;, that's correct.

14 Q: Do you pay attention to your paycheck day in day out?

15 A: It changes every two weeks. There's no two -- four
16 paychecks the same.

17 Q: And do you pay attention to it?

18 A: Yes, I do.

19 Q: Do you know if Patrick Owens came on in 1997?

20 A: I do not know.

21 Q: Do you know if he was there for the whole 1990's?

22 A: I have no idea.

23 Q: Ms. Golding referred to her Defense Exhibit Three, the
24 pay document signed by Carl Knight as a policy. Will you read
25 to us the first line, the first sentence of that so-called

1 policy on the cover letter?

2 A: Okay. This document represents, represents my
3 recommendation for a three-year County salary program.

4 Q: Does it say this is a policy?

5 A: No.

6 Q: Now you're not arguing that you were dropped two grades;
7 is that correct?

8 A: No, not at all.

9 Q: And you're not arguing that \$7500 wasn't added to you
10 after you were dropped; is that correct?

11 A: That's correct.

12 Q: What you're arguing is that your steps were severely
13 reduced; is that correct?

14 A: That is correct.

15 Q: Anywhere on Exhibit Three, does it say you will lose your
16 steps?

17 A: No, sir, not at all.

18 Q: Thank you, Mr. Doyle.

19 MS. GOLDING: Nothing further, Your Honor.

20 THE COURT: You may step down.

21 MR. PORTER: The Plaintiff will call Matt Smith, who I
22 believe is out in the galley.

23 CLERK: Please raise your right hand and place your left
24 hand on the Bible.

25 MATTHEW DANIEL SMITH, HAVING BEEN

1 SWORN TESTIFIES AS FOLLOWS:

2 CLERK: Have a seat please, sir. State your name for the
3 Court, please, sir.

4 MR. SMITH: Matthew Daniel Smith.

5 DIRECT EXAMINATION OF MATTHEW DANIEL SMITH BY MR. PORTER:

6 Q: Mr. Smith, thank you for being here today. I'm gonna
7 stand back here at least until I start bringing you documents,
8 then I'll be like a ping pong ball back and forth. So you can
9 speak to me and that way they'll be able to hear you.

10 Please start off by introducing yourself to the Jury.
11 Tell us your name, rank, what you do and where you're from.

12 A: My name is Matthew Smith. I am a Battalion Chief with
13 the Horry County Fire Rescue. I currently supervise the
14 Second Battalion A Shift for Horry County Fire Rescue and I'm
15 originally Akron, Ohio.

16 Q: Okay. How long have you been with the County?

17 A: A little bit over twenty-three years. I started on June
18 -- June 7th of 1993.

19 Q: And are you a certified fire fighter?

20 A: I am.

21 Q: Are you a certified paramedic?

22 A: I am.

23 Q: When I say the word propay, what does it mean to you?

24 MS. GOLDING: Your Honor, I'm gonna have to make an
25 objection. There's absolutely no foundation that has been

1 established.

2 MR. PORTER: I was trying to lay the foundation there by
3 -- let me rephrase, Your Honor.

4 THE COURT: That's fine.

5 BY MR. PORTER:

6 Q: Do you know what propay is?

7 A: Yes, sir.

8 MS. GOLDING: Your Honor, he still has to establish a
9 foundation.

10 THE COURT: Ask him how his position was related to that
11 term, how he would know, things of that nature?

12 BY MR. PORTER:

13 Q: How were your roles in the County related to propay?

14 A: In May of 2006, I was given the job of Battalion Chief
15 over Emergency Medical Operations. As part of facilitating
16 that job, I was placed on a committee by the Assistant
17 Administrator, Paul Whitten, who was looking at different
18 types of pay, different ways to structure pay within the
19 department and that's where propay came out of.

20 Q: Is that the Assistant Administrator of the Fire
21 Department or of the whole County?

22 A: At the time, Paul Whitten's position was Public Safety
23 Director.

24 Q: Okay. So he was over more than just the Fire Department?

25 A: Yes, sir.

- 1 Q: And was that your first involvement with what we call
2 propay?
- 3 A: Yes, sir.
- 4 Q: I'm gonna hand you what's been marked as Exhibit One and
5 ask you, have you seen that document before?
- 6 A: Yes, sir.
- 7 Q: Were you directed to assist in the drafting of this
8 document?
- 9 A: Yes, sir.
- 10 Q: Who directed you to do that?
- 11 A: Chief Gary Alderman.
- 12 Q: And did Chief Gary Alderman approve this document?
- 13 A: Yes, sir.
- 14 Q: Even though we see an electronic signature, does that
15 still denote Mr. Alderman's approval of this document?
- 16 A: Yes, sir.
- 17 Q: And is this document, as you drafted it and Chief
18 Alderman approved it, consistent with your understanding of
19 how propay was to work?
- 20 A: Yes, sir.
- 21 Q: And do you know if this document was approved up the
22 chain of command by Mr. Whitten?
- 23 A: I am aware that it was, yes.
- 24 Q: You are personally aware that it was?
- 25 MS. GOLDING: Your Honor, he has to lay a foundation as

1 to how he would gain any knowledge of that.

2 BY MR. PORTER:

3 Q: How do you know that?

4 A: In the course of drafting this document, I sent an
5 original draft to Chief Alderman who requested that I review
6 the draft with Director Whitten to verify that the contents of
7 it were in fact what Director Whitten wanted. I did that,
8 came back and -- and made a few changes that he wanted made,
9 that Director Whitten wanted made, and then sent the revised
10 draft to Chief Alderman.

11 Q: I'm gonna hand you what's been marked as Plaintiff's
12 Exhibit Five and ask you if you recognize this sort of a
13 document?

14 A: Yes, sir.

15 Q: And would you have seen this sort of a document within
16 your day-to-day work as an employee of Horry County Fire and
17 Rescue?

18 A: I wouldn't say in day-to-day work.

19 Q: How did you come to know this document?

20 A: As part of the committee, as part of the propay
21 committee.

22 Q: And what does this document do; what does it tell us?

23 A: It's a description of the grades and pay of different job
24 grades within the Horry County Government structure by both
25 grading year and class.

1 Q: Now, you told me you were on a committee that dealt with
2 propay in the 2006 time frame; is that correct?

3 A: Yes, sir, somewhere in that time frame.

4 Q: Did y'all deal with other sorts of pay issues, too?

5 A: Yes, sir.

6 Q: What was your next involvement after the cessation of
7 that committee with propay?

8 A: After that committee ceased?

9 Q: Yes, sir.

10 A: I believe I was directed by, at the time, I believe he
11 was an Interim Fire Chief, which would've Ken Beans, to do an
12 assessment on a few of our employees who had approached the
13 Fire Chief and, and with the understanding -- with their
14 understanding that they did not believe that they were being
15 paid appropriately.

16 Q: Would you have commenced that assessment?

17 A: I believe I began that assessment, but we were in the
18 middle of finding a new Fire Chief and, at some point, I was
19 told to hold off completion of that in lieu of waiting for the
20 new Fire Chief to arrive and then find out the new Fire Chief
21 wanted to proceed before I finished that assessment.

22 Q: Who's the new Fire Chief they brought on?

23 A: The new Fire Chief they brought on was Fred Crosby.

24 Q: And what was your next role with that assessment, if any?

25 A: At that point in time, I worked for Ken Beans, directly

1 for him, and I was instructed by Ken Beans that Fred Crosby
2 did in fact want the, the assessments to continue. So I
3 continued upon the path of finding out what information I
4 could.

5 Q: Would you have ended up working with people in other
6 departments such as Finance and HR in that second assessment?

7 A: Finance, I know for sure. I'm not so sure about where
8 people's positions rests in HR as according to Finance, but I
9 do know for a fact that I worked with some personnel in
10 Finance.

11 Q: Who was your point person in Finance?

12 A: Ms. Kelli Finney.

13 Q: Would you have exchanged email communications with Ms.
14 Kelli Finney about propay?

15 A: Yes, sir.

16 Q: Tell us if you've ever seen the document I'm handing to
17 you.

18 MS. GOLDING: What's the number?

19 MR. PORTER: It's not in. It'll be Seven.

20 A: Yes, sir, I have seen this document.

21 BY MR. PORTER:

22 Q: Can you identify for the Jury?

23 A: It's an email chain between myself and Ms. Finney.

24 Q: Okay. And what were y'all talking about in this email
25 chain?

1 A: Pay, we were talking about employee pay.

2 MR. PORTER: Your Honor, at this time, I'd like to move
3 the 12/17/13 email chain between Matt Smith and Kelli Finney
4 into evidence as Exhibit Seven?

5 MS. GOLDING: This is just a two-page document?

6 MR. PORTER: Yes, ma'am.

7 MS. GOLDING: Okay. No objection, Your Honor.

8 THE COURT: Without objection, it's admitted.

9 PLAINTIFF'S EXHIBIT NUMBER SEVEN

10 ADMITTED INTO EVIDENCE

11 BY MR. PORTER:

12 Q: Let me ask you, were spreadsheets developed in your
13 involvement with propay; did you develop any spreadsheets?

14 A: Yes, sir.

15 Q: Now we see the words see attached on Exhibit Seven on the
16 December 16th email. What sort of document would have been
17 attached?

18 A: According to the subject line, it was an Excel S -- X
19 document, which would have an Excel Spreadsheet type of
20 document.

21 Q: Do you recognize the document I'm handing to you?

22 A: Yes, sir.

23 MS. GOLDING: Your Honor, at this time, we have matters
24 to bring before the Court.

25 THE COURT: All right.

1 (REPORTER'S NOTE: Jury exits courtroom. The following takes
2 place outside the presence of the Jury.)

3 MS. GOLDING: Your Honor, I understand this document was
4 prepared by the witness. These are calculations and, in
5 essence, he is putting himself up as offering an expert
6 opinion or opinion and this witness has clearly not satisfied
7 under Rule 701 and 702 to provide any testimony as to his
8 calculations.

9 THE COURT: Okay. And is that what you're offering him
10 for, to do a calculation and give his opinion as to what the
11 pay should be for employees under the County policies?

12 MR. PORTER: No, sir, I don't believe so. I'm gonna ask
13 him, was he tasked to do this, did he do this?

14 THE COURT: Who tasked him?

15 MR. PORTER: I believe he just said that Crosby or Finney
16 one tasked him. I can ask him that first.

17 THE COURT: Well, ask him then.

18 BY MR. PORTER:

19 Q: Who tasked you?

20 A: That would have been Chief Beans.

21 Q: Chief Beans would have been the predecessor to Crosby.

22 THE COURT: Well, what ---

23 MR. PORTER: And I can even not ask him is there, you
24 know ---

25 THE COURT: What I want to know is if he's gonna give an

1 opinion as to what he believes under his understanding of the
2 propay system and the reclassification system as to what a
3 particular employee's pay should be; is that right?

4 MR. PORTER: I'm not actually planning on asking that
5 question. I'm gonna ask him did he do this document, was he
6 tasked to do this document, did this document show ---

7 THE COURT: But isn't that what the document shows,
8 though?

9 MS. GOLDING: Yes, sir.

10 MR. PORTER: And then I was gonna say -- and I would like
11 to ask if the document showed that certain employees were
12 underpaid based on your work?

13 THE COURT: Well, you're asking him to give an opinion --
14 that can you establish his credentials as far as does he have
15 any accounting skills, does he have any practice skills in
16 doing that, has he had any training under the County policies,
17 how can this witness give an opinion as to what the salaries
18 are and that's exactly what he's doing. You can call it what
19 you will, but that's what he's doing. How can he do that
20 unless you qualify him?

21 MR. PORTER: Well, I think we can qualify him based on
22 experience. I mean Paul Whitten put him on the propay
23 committee or the working group, as Ms. Golding calls it.

24 THE COURT: Well, that's all fine and good, but was part
25 of his duties of those committee members to calculate any

1 employee's classifications, steps, pay, anything like that?
2 Was he trained by the County, you know, was he given
3 instruction as to how to do that? Did Human Resources provide
4 him with charts and polices in order to do that?

5 MR. PORTER: I would ask permission to ask the witness.

6 THE COURT: Go ahead and ask him now.

7 BY MR. PORTER:

8 Q: What's the basis of your, your knowledge to be able to
9 compile these numbers?

10 A: As part of the committee, we were given the information
11 about the pay of every individual in the department. There
12 were spreadsheets that were provided to us by Director
13 Whitten. Those spreadsheets then we -- part of the tasks of
14 each group was to go back to their respective departments and
15 to calculate how the changes -- do an initial calculation on
16 how the changes and the change of pay would affect the overall
17 budgetary figure for the department.

18 THE COURT: All right. Ms. Golding?

19 MS. GOLDING: Well, that is -- he's not saying there's a
20 difference in pay; he was only saying how they would be
21 changing in their existing salary, how it would affect the
22 department. That is not ---

23 THE COURT: I thought he just said that he was tasked and
24 given spreadsheets and information on how to calculate what
25 their new salaries would be.

1 MS. GOLDING: No, sir.

2 MR. PORTER: I believe that was your testimony.

3 THE COURT: Was it or not?

4 BY MR. PORTER:

5 Q: In the committee?

6 A: That was the goal.

7 MS. GOLDING: That's not what -- Your Honor, could the
8 witness ---

9 THE COURT: I'll let you cross.

10 MS. GOLDING: Okay. Okay. Thank you, Your Honor.

11 VOIR DIRE EXAMINATION BY MATTHEW SMITH BY MS GOLDING:

12 Q: Mr. Smith?

13 A: Yes, ma'am.

14 Q: Isn't it a fact, you have no educational background with
15 respect to Human Resources, do you?

16 A: No, ma'am.

17 Q: Okay. You have no educational background with respect to
18 -- you don't have a BA in accounting, do you?

19 A: No, ma'am.

20 Q: Okay. You don't have any -- you've never been working in
21 an accountant's office, have you?

22 A: No, ma'am.

23 Q: You've never been a bookkeeper for a business, have you?

24 A: No, ma'am.

25 Q: Okay. With respect to your employment, you are employed

1 with the County as a Battalion Chief; is that correct?

2 A: Yes, ma'am.

3 Q: And as a Battalion Chief, you do not set salaries for
4 your employees that work under you, do you?

5 A: No, ma'am.

6 Q: You have no authority to set any salaries, do you?

7 A: No, ma'am.

8 Q: Okay. In fact, the only person who has authority with
9 the County of Horry is the County Administrator; is that
10 correct?

11 A: Yes, ma'am.

12 Q: Okay. With respect to this document that you say you
13 prepared, Exhibit Number Eight, you prepared that in the
14 calendar year, I think it was 2013; is that correct?

15 A: I'm not absolutely certain, but that would be -- that
16 seems like it would be correct if I needed to ---

17 Q: It wasn't prepared when you served in this work committee
18 in 2006 and 2007, was it?

19 A: No, ma'am.

20 Q: Exhibit Number Eight?

21 A: No, ma'am, not to the best of my understanding.

22 Q: In fact, that work committee or propay committee as some
23 people call it, it didn't meet after the calendar year 2007,
24 did it?

25 A: I do not believe it did, no.

1 Q: So, there was no meetings after the calendar year 2007,
2 and then in sometime in 2013, you prepared Exhibit Number
3 Eight?

4 A: Yes, ma'am, that sounds correct.

5 Q: And with respect to your preparation of Exhibit Number
6 Eight, you did not confer with Patrick Owens with Human
7 Resources Department, did you?

8 A: With Patrick Owens, no, ma'am.

9 Q: You did not get from Patrick Owens the formula that the
10 County utilizes when they -- when employees are regraded, did
11 you?

12 A: No, ma'am.

13 Q: Okay. And in fact, you never knew anything about the
14 formula that the County uses when employees are regraded;
15 isn't that correct?

16 A: No, ma'am, I have no knowledge of it.

17 BY THE COURT:

18 MS. GOLDING: I think that answers it, Your Honor.

19 MR. PORTER: When he was talking about his experience, he
20 wasn't saying he developed this chart in '06; he was saying he
21 developed charts like this and did the work in '06. We don't
22 have a foundation yet, Your Honor, for this Patrick Owens is
23 the only person in the world that can say anything about pay
24 stuff.

25 MS. GOLDING: Your Honor, he's giving an opinion.

1 THE COURT: He is, from what I'm hearing, six years after
2 the fact, with no understanding or knowledge of, of the
3 County's classification formula, he's giving an opinion as to
4 what -- giving his opinion as to what a person's pay should be
5 now; is that correct? Is that right?

6 MR. PORTER: Correct on this particular chart, that is
7 what he's doing on this particular chart.

8 THE COURT: Okay. Well, doesn't that include steps,
9 grades and all of those material matters?

10 MR. PORTER: That would be our argument, yes, Your Honor.

11 THE COURT: And how would he know that if he's unfamiliar
12 with the County's formulas for grading.

13 MR. PORTER: They're arguing that it's based on a
14 formula. We're arguing that it's not. I mean, that's the
15 essential fact issue. And he would know that the formula is
16 based on grades and steps, which is our argument. He's
17 essential for our argument. Their argument is that it is a
18 formula; that's, that's antithetical to our argument.

19 THE COURT: Well, it is or it is not?

20 MR. PORTER: No, it's -- their argument is that it's a
21 much more detailed formula. Our argument is that you drop two
22 grades in the step you were currently in and you get \$7500
23 added to your salary, and that is what Matt Smith will be able
24 to tell, tell you is his understanding based on his
25 involvement on the propay working group.

1 THE COURT: Well, I would let him say that.

2 MR. PORTER: Okay.

3 THE COURT: But it is a stretch then to allow him, with
4 no training, to give an opinion as to what the various
5 employees' salaries should be. How do you get there? You
6 need someone with some accounting skills or, or Human
7 Resources skills, wouldn't you need that to give that opinion?

8 MR. PORTER: I don't think so, Your Honor, because the
9 County tasked him to do it. I mean it's ---

10 THE COURT: As he said the County asked him ---

11 MR. PORTER: Yes.

12 THE COURT: --- to calculate salaries?

13 MR. PORTER: I can ask him that and he will say ---

14 THE COURT: Well, ask him that.

15 BY MR. PORTER:

16 Q: Has the County asked you to calculate these salaries?

17 A: I was asked by my supervisor, which was Ken Beans.

18 MS. GOLDING: In 2013, Your Honor.

19 A: And in 2006.

20 THE COURT: Okay. Now there you go. Were you provided
21 with information necessary to do so and you were tasked by the
22 County supervisor to calculate the salaries of the employees
23 in the Fire Rescue Department?

24 BY MR. PORTER:

25 Q: He's asking you to answer the question.

1 A: If I understand your question, Your Honor, it's was I
2 provided the information by the County and tasked with the job
3 of doing it?

4 THE COURT: Yes.

5 A: Yes, sir.

6 THE COURT: And that was in while you were on the
7 committee?

8 A: And then again in 2013.

9 THE COURT: And did you utilize the same policies and
10 procedures that you were provided in 2006 through '08?

11 A: Yes, sir, the exact same formula that we used in 2006 is
12 the exact same formula that I used in 2013.

13 THE COURT: Well, I'm gonna allow it then. Okay?

14 MR. PORTER: Thank you.

15 THE COURT: Bring them in.

16 MS. GOLDING: Your Honor, that -- that's still with
17 Exhibit Eight. He is extrapolating what supposedly the
18 difference is and what they're owed. He has never been asked
19 to do that and there's no testimony.

20 THE COURT: Well, that's simple math though, isn't it?

21 MR. PORTER: Yes, Your Honor, and he was asked to do
22 that. He really was.

23 MS. GOLDING: This is an -- he's coming in and giving an
24 expert opinion and he is not an expert.

25 THE COURT: I think it's just simple math. Once he's

1 given the ability to and information and training to calculate
2 a salary in his position with the County, I think he can do
3 that and then it's simple math.

4 MR. PORTER: Thank you, Your Honor.

5 MS. GOLDING: So does that mean Exhibit Number Eight is
6 not admissible?

7 MR. PORTER: I thought it meant it was admissible.

8 THE COURT: It means it is. I'm gonna allow it. I'm
9 gonna allow him to testify.

10 MS. GOLDING: Thank you, Your Honor.

11 (REPORTER'S NOTE: Jury enters courtroom.)

12 THE COURT: All right. You may proceed.

13 BY MR. PORTER:

14 Q: In 2006, were you given the tools, training and policies
15 necessary to determine whether or not propay would be properly
16 calculated or how to calculate propay?

17 A: We were given a spreadsheet that showed the employees'
18 salary, we were told what, what the new or how to go about
19 determining what new salaries would be and then we were asked
20 to take care of doing all that for our department.

21 Q: In 2013 using those same tools, were you tasked to assess
22 whether or not propay had been carried out with respect to
23 certain individuals?

24 A: I was asked to do an assessment of the paramedics of our
25 department to ascertain whether or not using the same formula

1 in 2016 if, if the personnel's salary matched what we had
2 assessed it would be 2006.

3 Q: Can you identify now for us, which I think is the
4 question we left off on, the document I placed in front of
5 you?

6 A: This would be a document that I believe I generated in
7 2013 in respect to paying individuals.

8 MR. PORTER: Your Honor, I believe this has already been
9 moved in, but for ---

10 THE COURT: Without objection, go ahead.

11 MR. PORTER: Thank you, Your Honor.

12 PLAINTIFF'S EXHIBIT NUMBER EIGHT

13 ADMITTED INTO EVIDENCE

14 BY MR. PORTER:

15 Q: Tell me if any of my clients' names are on this document?

16 A: Mr. David Todd, Mr. Wylie Doyle, Mr. Timothy Lee; those
17 would be the only ones on this document.

18 Q: And T.J. or Anthony Mottola had just been promoted, so he
19 was no longer a firefighter/medic at that time in 2013,
20 correct?

21 A: I know he was no longer a firefighter/paramedic. I don't
22 know how long he had been promoted for.

23 Q: Understood. With respect to -- well, let me ask you
24 first to lay the foundation. To get to your numbers, did you
25 use those tools we talked about earlier and basic math to

1 determine whether or not propay was carried out with respect
2 to these individuals appropriately?

3 A: I used a spreadsheet that was given to me by Ms. Kelli
4 Finney and then used the formula from our propay committee
5 from 2006 to determine what the number was.

6 Q: Did you determine that David Todd had appropriately
7 received his full propay?

8 A: No, sir.

9 Q: What was the difference in what he had received in total
10 and what he should have received?

11 A: \$7,535.17 annually.

12 Q: Neil Doyle, had he received his total due?

13 A: No, sir.

14 Q: What was the difference and what was he due?

15 A: \$4,546.98 annually.

16 Q: Timothy Lee, had he received his total due?

17 A: No, sir.

18 Q: What was his total due?

19 A: \$6,258.38 annually.

20 Q: While you were assessing this propay, would you have had
21 communications with any of these guys such as, say, Timothy
22 Lee or the others?

23 A: As part of the direction that I was given by Chief Beans,
24 personnel who felt that their pay was not correct were
25 directed to come contact me so that I could do an assessment

1 on their, on their pay; so, yes, I would have.

2 Q: Did Timothy Lee contact you?

3 A: Yes, sir.

4 Q: Can you identify the document I just handed you for the
5 record?

6 A: This would be an email chain between Mr. Lee and myself.

7 Q: And what's the most recent date on that email chain?

8 A: I believe it's January 10th of 2014.

9 MR. PORTER: Your Honor, at this time I'd move that the
10 January 10th, 2014 email chain between Mr. Smith and Mr. Lee
11 be introduced as I believe we're on Exhibit Nine.

12 MS. GOLDING: Your Honor, I would again object with
13 respect to Exhibit Nine in that this is emails between the
14 witness, Mr. Smith, Mr. Lee, one of the Plaintiffs. It's not
15 with authority from the County Administrator or the County or
16 the HR Department. In essence, it's hearsay, Your Honor.

17 THE COURT: I'm going to admit it. It relates to this
18 calculation. Go ahead.

19 COURT REPORTER: Excuse me, I don't have the document.

20 MR. PORTER: That would help.

21 COURT REPORTER: Plaintiff's Nine.

22 PLAINTIFF'S EXHIBIT NUMBER NINE

23 ADMITTED INTO EVIDENCE

24 BY MR. PORTER:

25 Q: On Exhibit Nine, would you have explained to Timothy Lee

1 the formula you used to calculate propay?

2 A: Yes, sir.

3 Q: And how did you explain it?

4 A: That an employee was placed in a Grade 15, their number
5 of years were calculated into steps, and beyond that there was
6 an additional \$7500 added to their salary as propay.

7 Q: Is that still your understanding sitting here today of
8 how propay was supposed to have worked?

9 A: Yes, sir.

10 Q: Were you still working with folks in Finance on propay as
11 of April 2014?

12 A: I can't say for sure if I was as of 2014.

13 Q: Do you recognize this document?

14 MS. GOLDING: Do you have a copy?

15 MR. PORTER: Yeah.

16 A: Yes, sir.

17 BY MR. PORTER:

18 Q: Will you identify this document for us?

19 A: It is an email chain between myself and Kelli Finney that
20 I forwarded to Ms. Denise Hagemeyer in Human Resources and
21 copied Chief Crosby on it.

22 Q: And what's the date of that?

23 A: The date of the forward?

24 Q: Not the date of the forward at the very top, no, sir, the
25 date of your actual communication with Ms. Finney?

1 A: The date of my communication with Ms. Finney would have
2 been Thursday, April 3rd, 2014.

3 Q: So as of April 2014, you're still talking to Ms. Finney
4 about propay?

5 A: Yes, sir.

6 Q: I'm gonna ask you to look at the document I placed before
7 you just to get some of our dates right. Did you receive that
8 document?

9 A: Yes, sir.

10 Q: When would you have received that document?

11 A: It would have been August of 2015.

12 Q: Will you check the date again?

13 A: Excuse me, September of 2014, excuse me.

14 Q: Is propay referred to in that document?

15 A: Yes, sir.

16 Q: Is it fair -- and, well, let me ask you, Who is this
17 document from?

18 A: It was from Chief Crosby.

19 Q: Is it fair to say that at least you and Fred Crosby were
20 still talking about propay as of September 2014?

21 A: I don't know that myself and Chief Crosby were still
22 speaking about it. I think at that point in time, I had given
23 him my findings and he had, as the department head, had taken
24 it on and was doing whatever he saw fit with it.

25 Q: Is it fair to say, based on what you were told in this

1 letter, it was still being worked on by Chief Crosby?

2 A: Yes, sir.

3 Q: Nothing further. Thank you, sir.

4 THE COURT: Ms. Golding?

5 MS. GOLDING: Thank you. May it please, Your Honor.

6 Thank you, Your Honor.

7 CROSS EXAMINATION OF MATTHEW DANIEL SMITH BY MS. GOLDING:

8 Q: Is it -- it's my understanding that this working
9 committee that was put together by Paul Whitten -- and was it
10 put together in 2006?

11 A: Somewhere in that time frame, yes, ma'am.

12 Q: Yeah, and this working committee dealt with compensation
13 of wages for all the people in the Public Safety Department;
14 is that right?

15 A: That would be correct.

16 Q: Not just firemen and paramedics; is that right?

17 A: Yes, ma'am.

18 Q: And you worked on this committee or in this committee in
19 2006 and 2007; is that right?

20 A: I believe so, yes.

21 Q: And it never met again after 2007; is that right?

22 A: Yes, ma'am.

23 Q: Okay. So, when this propay increase was made applicable
24 for the firemen and paramedics in April of 2008, you weren't
25 part of that, were you?

1 A: No, ma'am.

2 Q: Okay. And with respect to the policy, the, the County's
3 policy on propay that was approved by the County
4 Administrator, Exhibit Three, you didn't have a part in that,
5 did you? You didn't prepare that document, did you?

6 A: No, ma'am.

7 Q: Okay. And Exhibit Three, this is where the County
8 Administrator, Mr. Knight, approved the propay; is that
9 correct? Do you see his signature on that?

10 A: If that would indicate Mr. Knight's signature, I would
11 say yes, ma'am.

12 Q: Okay. And when you tried to do some calculations I think
13 in 2013, that are in Exhibit Eight, you didn't go to Exhibit
14 Three and look at the copy of the policy of the company -- of
15 Horry County, did you? You didn't look at Exhibit Three ---

16 A: No.

17 Q: --- and do your calculations?

18 A: No, ma'am.

19 Q: And with respect to this letter of Chief Alderman that
20 was done in April of 2008 -- do you have that?

21 A: Yes, ma'am.

22 Q: Okay. That letter -- you wrote that letter, didn't you?

23 A: Yes, ma'am.

24 Q: Okay. And but you didn't sign it, did you?

25 A: No, ma'am.

1 Q: Okay. And when you wrote that letter, you didn't have in
2 your possession the County's policy on propay that's Exhibit
3 Three, did you?

4 A: No, ma'am.

5 Q: And when you wrote this letter, Exhibit Number One,
6 Plaintiff's Exhibit Number One, you didn't give it to the
7 County Administrator and get his approval, did you?

8 A: No, ma'am.

9 Q: Now with respect to these calculations that you prepared
10 in 2013, I think they're Exhibit Eight, do you have that in
11 front of you?

12 A: The spreadsheet?

13 Q: Yes, sir.

14 A: Yes, ma'am.

15 Q: When you prepared this Exhibit Eight spreadsheet, you
16 didn't go to HR, Mr. Owens, and say, Did I do this right?

17 A: No, ma'am.

18 Q: Okay. In fact you've never been employed in Human
19 Resources or any Human Resources role, have you?

20 A: No, ma'am.

21 Q: Okay. And you've never been employed in the Finance
22 Department, have you?

23 A: No, ma'am.

24 Q: You also testified earlier that you sought the assistance
25 of Kelli Finney, the Finance Department, to get some numbers?

1 A: Yes, ma'am.

2 Q: Okay. When you -- when you sought her assistance, you
3 knew she had been with the County what, thirty days?

4 A: No, ma'am, I did not know how long she'd been with the
5 County.

6 Q: Well, you knew she was a real new employee, didn't you?

7 A: I knew that I didn't recognize her name as being a long-
8 term employee.

9 Q: Okay. I forgot to ask you about this committee you were
10 on, this working committee. Isn't it a fact that that working
11 committee or the propay committee had absolutely no authority?

12 A: No, ma'am; we had no authority.

13 Q: Now, I'm curious about your calculations. And have you
14 still got that document, which is Exhibit Eight?

15 A: Yes, ma'am.

16 Q: I think you testified, and let me get my notes, how you
17 came up with this. You say you take a person -- and let's use
18 Mr. Doyle because that's the only Statement of Wages that we
19 have introduced into evidence now. I'm gonna give you Mr.
20 Doyle's Statement of Wages and that is Plaintiff's Exhibit
21 Number Six. Now, let's -- your formula again -- and let's
22 make sure we get this formula right. Tell me the formula you
23 used? You said ---

24 A: The ---

25 Q: --- go ahead?

- 1 A: The paramedics are regraded from a Grade 17 to a Grade
2 15.
- 3 Q: Okay.
- 4 A: We took the starting pay of a Grade 15, we went back to
5 the original date of hire of the employee. We added that
6 number of years and placed the employee in that -- in the step
7 that counted for the number of years of service in the
8 department, and then they received an additional \$7500 on top
9 of that as propay.
- 10 Q: Okay. Now I want you to take the policy that was signed
11 by -- that was initialed or signed by the County
12 Administrator, Exhibit Number Three. And show me on Exhibit
13 Number Three where it says what you just testified about --
14 about taking -- going back to years of service and taking the
15 steps. Where is that in the County policy for propay?
- 16 A: It does not specifically say that.
- 17 Q: Okay. Well, you used the word specifically. In fact
18 there's absolutely nothing in the County policy that you go
19 back to the date of hire and take the steps; isn't that
20 correct?
- 21 A: I do not see that in this policy, no, ma'am.
- 22 Q: Okay. So you'll agree there's nothing in that memo of
23 2008 signed by the County Administrator that addresses the use
24 of steps in propay; isn't that correct?
- 25 A: No, ma'am.

1 Q: That's a correct statement?

2 A: Oh, I apologize. There is nothing in this document that
3 would indicate that.

4 Q: Okay. Now let's try to calculate what you did for Mr.
5 Doyle. And like I said, you have his Statement of Wages,
6 Number Six, I believe that's Exhibit Six and what was his --
7 you say you take his Grade 17 and you put him down to Grade
8 15, right?

9 A: Yes, ma'am.

10 Q: Okay. And where's the dollar amount in Grade 15 you put
11 -- and you can go look at this document if you want.

12 A: As far as the entry?

13 Q: Grade 15, the dollar amount that you put him down.

14 A: Would that be the same document as this?

15 Q: Yes, sir.

16 A: So he would have been placed at a Grade 15 to begin with
17 a minimum of \$30,968.83.

18 Q: So a Grade 15, he would've been put where?

19 A: On the -- on the ---

20 Q: Please show this to the Jury.

21 A: The initial step in propay would've been to place him at
22 a Grade 15.

23 Q: Right. So, you would've put him at 37,162?

24 MR. PORTER: Your Honor, just a point of reference.

25 That's Page 2 of the salary schedule. If you want to pull

1 that down. Okay. Page 1 should be right there in ---

2 MS. GOLDING: Thank you.

3 A: He would've been placed here.

4 Q: At 30,000 ---

5 A: Yes, ma'am.

6 Q: Okay. And then how did you do the calculations to come
7 up with the steps; what is that; where is that?

8 A: So, an employee was regraded from a Grade 17 to a Grade
9 15 and then we went back to the years of service, how many
10 years of service they had. So, if an employee had twenty
11 years of service, we would have found Step 20 and then would
12 have, or excuse me, Step 19, because of the initial date of
13 hire would have come in -- so we would've gone back to the
14 step and placed them in that step.

15 Q: And just to -- to make it clear, there's nothing in the
16 memo from the administrator that tells you to go and take the
17 twenty years?

18 A: No, ma'am.

19 Q: Okay. And how did you calculate the number of years into
20 the steps? What's the actual formula that you used to
21 calculate it for Mr. Doyle?

22 A: It would've been years of service, based on years of
23 service.

24 Q: What is -- tell me what it is. I want to know the
25 calculations and the steps that you used?

1 A: I went back to the original date of hire to that current
2 date, determine the number of years that they had served with
3 the department and place them in the step for the number of
4 years that they had served with the department.

5 Q: But you will agree, steps in the Horry County System
6 don't correlate to years?

7 A: As of current, no.

8 Q: Okay. With respect to Mr. Alderman's memo, Exhibit
9 Number One, the one that you wrote ---

10 A: Yes, ma'am,

11 Q: --- in April of 2008, where does it say in that memo that
12 for propay you go back to the date of hire?

13 A: I don't think it directly says that.

14 Q: It doesn't say it at all; isn't that the truth?

15 A: Well it does say here that a firefighter having been
16 regraded from a 14 to a 15, as an example, a firefighter who
17 was in their 4th step at Grade 14 would now be graded in their
18 4th step at Grade 15.

19 Q: So it doesn't say anything about going back to the date
20 of hire, does it?

21 A: No, ma'am, it doesn't specifically say that.

22 Q: I have no further questions. Thank you.

23 THE COURT: Briefly, Counsel.

24 MR. PORTER: Yes, Your Honor, very briefly.

25 REDIRECT EXAMINATION OF MATTHEW DANIEL SMITH BY MR. PORTER:

1 Q: You said that the current years of services don't
2 necessarily correlate with steps. Up until 2008, do you
3 remember a year when it was not correlating to step increases?

4 A: No, sir.

5 Q: So up until 2008, you get a step every year?

6 A: Yes, sir.

7 Q: Is there an example provided on this letter of how this
8 propay is supposed to work with respect to medic/firefighters?

9 A: Yes, sir.

10 Q: Please underline that example.

11 A: You want all the lines underlined?

12 Q: No, you're good. You're fine.

13 A: This section and that section.

14 Q: Thank you. You may return to your seat. And when we say
15 steps in this letter, up until 2008 are we in essence implying
16 years of service?

17 MS. GOLDING: Your Honor, he should stop testifying and
18 just ask direct questions.

19 THE COURT: All right. Go ahead.

20 BY MR. PORTER:

21 Q: Up until 2008, did steps correlate to years of service?

22 A: Yes, sir.

23 Q: Defense Exhibit Three, do you have that in front of you?

24 A: I don't know what Defense Exhibit Three is.

25 COURT REPORTER: He doesn't have the exhibits. They're

1 over here.

2 A: I do. It is right here.

3 Q: Wonderful. Does that call itself a policy?

4 A: No, sir.

5 Q: And in it -- well, what does it call itself?

6 A: The subject line is FY 2008 Salary Review Version II.

7 Q: Okay. And in it, it talks about a working group to
8 assist the author in this program; do you know what that
9 working group was on -- was?

10 A: That was the committee that I was part of or working
11 group, I guess you could call it.

12 Q: And if you look through the pages of this, does it give
13 you step-by-step on how to do anything?

14 A: No, sir.

15 Q: Does it say what the County is gonna do?

16 A: No, sir.

17 Q: Well, does it say, I guess in general terms, what the
18 County intends to do in the year?

19 A: I would term it as an overview.

20 Q: It doesn't say specifically how it's going to be done?

21 A: No, sir.

22 Q: And your Alderman letter was approved by Deputy
23 Administrator Paul Whitten?

24 A: Yes, sir.

25 Q: Nothing further.

1 MS. GOLDING: Just a few.

2 RECROSS EXAMINATION OF MATTHEW DANIEL SMITH BY MS. GOLDING:

3 Q: With respect to the steps, you said -- I think you
4 testified that the steps correlate to years of service; is
5 that correct?

6 A: Not currently.

7 Q: Not currently. But isn't it a fact that in the 1990's
8 Linda Angus changed the steps to once every three years; do
9 you recall that?

10 A: I don't specifically recall Linda Angus ever changed the
11 steps going to one to every three years.

12 Q: But that could have happened, couldn't it?

13 A: It could have.

14 Q: Okay. And with regard to steps, there are individuals
15 that are -- that have salaries between steps; is that correct?

16 A: I don't know that I'm understanding what you're asking.

17 Q: Okay. Not every individual that's employed by Horry
18 County was on a step that they've had a dollar average, excuse
19 me, they had a salary on a particular step. Sometimes, their
20 salary was between Step 1 and Step 2?

21 A: It's possible, correct, yes.

22 Q: And if that were the case and that occurred with some of
23 the Plaintiffs, so what was the correlation coefficient factor
24 that you used to determine the steps to the salary?

25 A: We were never given a correlation coefficient factor.

1 Q: Okay. And you never went to HR and asked them for those
2 calculations, did you?

3 A: No, ma'am.

4 Q: Okay. Nothing further.

5 THE COURT: Thank you, sir. You may step down.

6 A: Yes, sir.

7 BY THE COURT:

8 THE COURT: All right. Ladies and gentlemen of the Jury,
9 it's a few minutes till 5:00 and I know it's the first day
10 you've been here, so I don't want to keep you late. I know
11 some of you have to pick up kids. So, Mr. Ropp, could you
12 take them to their jury room and make sure they get out. I'd
13 like you back at 9:30.

14 Mr. Ropp, what you gone have for them?

15 BAILIFF: Biscuits.

16 THE COURT: Okay. All right.

17 (REPORTER'S NOTE: Jury exits courtroom.)

18 THE COURT: All right. We're at ease until 9:30. Thank
19 you.

20 MS. GOLDING: Thank you, Your Honor.

21 MR. PORTER: Thank you, Your Honor.

22 **(RECESS.)**

23 *****OFF THE RECORD*****

24 **(On the Record.)**

25 **(SEPTEMBER 21, 2016 - DAY TWO)**

1 (REPORTER'S NOTE: The following takes place outside the
2 presence of the Jury.)

3 THE COURT: Anything we need to address before they come
4 out?

5 MS. GOLDING: Your Honor, the only matter is that -- Mr.
6 Porter has agreed that I can introduce the following exhibits.
7 So, I thought I would go ahead and ---

8 THE COURT: Go ahead. If you'll have them marked and let
9 Ms. Eubank ---

10 MS. GOLDING: I have them all -- these are all marked.
11 Defendant's Exhibit Five, Defendant's Exhibit Six, Defendant's
12 Exhibit Seven, Defendant's Exhibit Eight.

13 MR. PORTER: Henri, the only thing I'd hold you up on,
14 I'm gonna introduce those in the Plaintiff's if it'd be more
15 convenient for you. I didn't think about that. Each of those
16 will be introduced by me.

17 COURT REPORTER: If you don't mind, let's just go ahead
18 and do it since I've already got ---

19 MR. PORTER: Okay. Do I need to reintroduce all mine or
20 is it just preference?

21 MS. GOLDING: Your Honor, we would offer Defendant's
22 Exhibits Five through Eleven -- excuse me -- Five through
23 Fourteen into evidence.

24 MR. PORTER: Without objection.

25 THE COURT: All right.

1 DEFENDANT'S EXHIBITS NUMBER FIVE THROUGH FOURTEEN
2 ADMITTED INTO EVIDENCE

3 MS. GOLDING: There is one other matter, Your Honor. I'm
4 not sure that we've addresséd with the Court but Mr. Porter
5 might have -- there is another lawsuit Mr. Givens has filed
6 against the County, the same matters, and Mr. Givens is here
7 to testify. And that is we wanted those two cases together,
8 to be consolidated.

9 MR. PORTER: We have consolidated for discovery and said
10 we'd tackle the trials when we got to it. If we want to move
11 to consolidate, then I'll need to confer with these guys and
12 make sure everybody is all aboard. My thoughts were, you
13 know, in large part that this case leaving it simplistic like
14 it is, it's gonna tell us where that other one is gonna go
15 anyway.

16 MS. GOLDING: That would be fine. I just thought we had
17 understood consolidating them but that's not a problem.

18 MR. PORTER: Either/or. I can talk to these guys or ---

19 THE COURT: Well, that could raise some issues if we try
20 to consolidate it after selection of the jury. I assume we
21 could do it by agreement but I would suggest simply that you
22 submit it non-jury after the verdict in this case and that the
23 factual issues will be controlled by the verdict in this case.

24 MS. GOLDING: That would be good, Your Honor. I
25 appreciate that.

1 THE COURT: Okay.

2 MS. GOLDING: Thank you.

3 THE COURT: All right. Thank you.

4 All right. I think we're ready.

5 (REPORTER'S NOTE: Jury enters courtroom.)

6 THE COURT: All right. We have our jurors back. Thank
7 you. And our alternate.

8 Mr. Porter?

9 MR. PORTER: Plaintiff calls T.J. Mottola, if it please
10 the Court, Your Honor.

11 CLERK: If you'll raise your right hand and place your left
12 hand on the Bible?

13 ANTHONY JOSEPH MOTTOLA, III, HAVING BEEN
14 SWORN TESTIFIES AS FOLLOWS:

15 CLERK: Thank you. You may be seated. If you'll state
16 your name for the Court, please.

17 MR. MOTTOLA: Anthony Joseph Mottola, III.

18 DIRECT EXAMINATION OF ANTHONY JOSEPH MOTTOLA, III BY MR.

19 PORTER:

20 Q: Mr. Mottola, please introduce yourself to the Jury by
21 stating your name?

22 A: My name is Anthony Joseph Mottola, III, and I go by T.J.

23 Q: T.J., tell us a little bit about yourself, where you're
24 from, what do you do, et cetera?

25 A: I was born in England. My father was in the military so

1 I was kind of brought up all over the United States and I'm
2 currently a Lieutenant Firefighter/Paramedic with Horry County
3 Fire Rescue.

4 Q: And do you have any children?

5 A: I have a thirteen-year-old daughter, yes.

6 Q: Where does your wife work?

7 A: My wife is the Chief Deputy Coroner for Horry County.

8 Q: Are you involved in the community?

9 A: I am a sitting board member for a non-profit called the
10 Children's Recovery Center in Myrtle Beach.

11 Q: When did you start working for Horry County?

12 A: I was hired by the Fire Department in Horry County in
13 2000.

14 Q: What position did you originally hold?

15 A: I was a firefighter/EMT.

16 Q: Do you presently hold certificates as both a firefighter
17 and EMT?

18 A: I do.

19 Q: Do you have any other educational background sitting here
20 today?

21 A: I just finished my Associate's Degree in Business with a
22 Fire Service Administration emphasis.

23 Q: Will you tell us the difference between an EMT and a
24 paramedic?

25 A: The difference, the EMT is responsible for basic life

1 support skills and the paramedic is responsible for advanced
2 life support skills. Ultimately, they make the ultimate
3 decision on patient care.

4 Q: How are you paid as an EMT/firefighter?

5 A: Hourly.

6 Q: How often would that pay change beginning in 2000?

7 A: Well, would get a two percent step increase on our
8 anniversary or hire date.

9 Q: Were you ever promoted from EMT/firefighter?

10 A: Yes, in 2007 I completed my paramedic schooling and I got
11 my paramedic certificate.

12 Q: Were you holding any other certificates at that time
13 which you still hold?

14 A: I was -- I mean, all of my classes from paramedic school
15 as well as my fire service classes.

16 Q: And when we talked about working for Horry County, what
17 division would you have worked for at that time?

18 A: I worked for Fire and Rescue.

19 Q: And it's fair to say you've maintained your paramedic and
20 firefighter certifications consistently since they were
21 obtained?

22 A: I have.

23 Q: Now as a paramedic/firefighter, how was your pay set?

24 A: We were paid the same. I mean, we went up a -- we went
25 up our, our grades.

1 Q: Tell me how the grades work?

2 A: Well, as a firefighter, I was a Paygrade 14 and then when
3 I became a paramedic, I went to Paygrade 17.

4 Q: Okay. You mentioned steps earlier, if you know, tell me
5 how the steps worked?

6 A: The steps were your increase per year on your
7 anniversary. So for every year that you worked, you got
8 increase.

9 Q: Would you describe for me your schedule as a
10 firefighter/paramedic?

11 A: We work twenty-four hours on; forty-eight hours off.

12 Q: So it alternates?

13 A: Yes, sir.

14 Q: Tell me about your day-in-day-out duties now.

15 A: Currently?

16 Q: Yes, sir.

17 A: Well, currently I'm a Lieutenant on the heavy rescue rig.
18 We check off the apparatus, make sure everything is -- our
19 ambulances, our fire trucks, make sure everything is good
20 working order and prepare ourselves for the day at work.

21 Q: And you mentioned two percent annual step increases.
22 When did those stop?

23 A: I believe they stopped roughly around 2008?

24 Q: In between when you came on in 2000 and 2008, do you
25 recall a year when you did not receive such an increase?

- 1 A: I do not.
- 2 Q: Who would you have ultimately reported to in 2008 as a
3 cross-trained paramedic/firefighter?
- 4 A: In 2008, it would have been Chief Gary Alderman.
- 5 Q: At the beginning of 2008, were you still in the Grade 17
6 group?
- 7 A: Yes, I was.
- 8 Q: Are you still in that group today?
- 9 A: I am not.
- 10 Q: When did that change?
- 11 A: In April of 2008 when they did the propay assessment,
12 they dropped us back to a Paygrade 15 and then gave us our
13 \$7500.
- 14 Q: Were you supposed to lose or gain any steps in that
15 transition?
- 16 A: Not to my knowledge.
- 17 Q: So to summarize, you dropped two grades, gained 7500 and
18 don't lose any steps?
- 19 A: That is correct.
- 20 Q: But don't gain any steps either?
- 21 A: Correct.
- 22 Q: Before we get further into that, tell us up until when
23 this propay thing happened, had you had any written discipline
24 or anything like that?
- 25 A: I had not.

1 Q: And was Gary Alderman the Chief when propay happened?
2 A: Yes, sir.
3 Q: I'm gonna hand you the exhibits from earlier. If you'll
4 just keep those orderly and in front of you. Do you recognize
5 what's been marked as Exhibit One?
6 A: Yes, sir.
7 Q: Can you tell us what it is?
8 A: It was a letter that was prepared about how propay was
9 gonna work.
10 Q: Can you tell us what the letter says about how propay was
11 gonna work?
12 A: It, it tells you that that you were gonna go, if you were
13 in a Paygrade 14 at Step 4, you would go to a Paygrade 15 at
14 Step 4.
15 Q: What about if you were in a Paygrade 17, if you're a
16 firefighter/paramedic; does it tell you that?
17 A: Yes, sir. It says if you were in a Grade 17, at Step 4
18 then you would move to a 15, Step 4.
19 Q: Does that match the demonstrative to your left?
20 A: Yes, sir.
21 Q: Is the section you just eluded to noted on that
22 demonstrative?
23 A: Yes, sir, there at the underlined examples.
24 Q: Were you relying on this letter in going into the propay
25 process?

- 1 A: Yes, sir.
- 2 Q: Was your salary what you expected it to be after the
3 propay switch?
- 4 A: No, sir.
- 5 Q: How so?
- 6 A: Well, it was -- it was lower than what I expected.
- 7 Q: Have you kept all of your steps?
- 8 A: I assumed I did.
- 9 Q: And to work backwards from 2000 to '08, you had worked
10 approximately seven to eight years and you don't recall a year
11 without a step increase?
- 12 A: That is correct.
- 13 Q: What did you do as a result of your pay being lower than
14 you expected?
- 15 A: I contacted my chain of command.
- 16 Q: And tell us about that contact?
- 17 A: Well, when I found out that my pay wasn't right, I went
18 to my Battalion Chief and was -- I talked to Human Resources
19 as well.
- 20 Q: What was the response you received from your Battalion
21 Chief, your chain of command?
- 22 A: That they would pass it up the chain of command.
- 23 Q: What was the response you received at that time from
24 Human Resources?
- 25 A: About that they were looking into it.

1 Q: When's the first time you heard something and I'm just
2 looking for the date here, not the substance. When's the
3 first time you heard something concrete out of say the Fire
4 Chief about the propay process?

5 A: I believe it was 2013.

6 Q: And who would've been the Fire Chief at that time?

7 A: At that time it would have been Chief Fred Crosby.

8 Q: And at that time, were you still firefighter/medic?

9 A: Yes.

10 Q: What time did you get promoted to Lieutenant?

11 A: I was promoted in July of 2013.

12 Q: Okay. So, maybe Crosby had just come on, perhaps?

13 A: Yes, sir.

14 Q: How did the Lieutenant promotion affect your propay?

15 A: Well, when I was promoted to Lieutenant, they took \$7500
16 away from me and dropped me back down to the base salary,
17 brought me up to the current starting salary for a Lieutenant
18 and then gave me \$3,000 in propay.

19 Q: Is there a rule of thumb or typical amount for promotions
20 that you're aware of at the County?

21 A: As far as the promotions go, if you were already making
22 in your salary range what the starting salary would be then
23 you were to get five percent or brought up to the starting
24 salary, whichever was the greater of the two.

25 Q: Was your take-home pay promotional value greater or less

1 than five percent?

2 A: It was less.

3 Q: What percentage were you told it was?

4 A: 1.6.

5 Q: What did you do about that?

6 A: I started another email chain through my chain of
7 command.

8 MS. GOLDING: Your Honor, may I -- we have certain
9 matters with respect to this.

10 BY THE COURT:

11 THE COURT: All right. Mr. Ropp, please.

12 (REPORTER'S NOTE: Jury exits courtroom. The following takes
13 place outside the presence of the Jury.)

14 MR. PORTER: Would Your Honor like me to provide you a
15 copy?

16 THE COURT: Yes, please. All right.

17 Ms. Golding?

18 MS. GOLDING: Thank you, Your Honor. This document which
19 I assume would be marked as Plaintiff's Number Ten is a series
20 of emails or an email trail, Your Honor, within the
21 firefighter department amongst the firefighters. The
22 Assistant Chief and Mr. Mottola and I don't know and possibly
23 the Chief or Deputy Chief, excuse me, also. Essentially it's
24 all hearsay, but one thing that's prejudicial about this
25 matter is that it has a subject line on the second page as

1 follow-up on inequity in pay for Lieutenant Anthony J.
2 Mottola, and you'll see that's the subject line on the first
3 page as well, the inequity pay issue. So that in and of
4 itself is prejudicial. Furthermore, none of these individuals
5 in this email are associated with HR, have anything to do with
6 HR and are not with the County Administrator.

7 THE COURT: Mr. Porter, it's nothing more than discussion
8 of the issue among members of the -- of the fire department,
9 is it?

10 MR. PORTER: It was directed to go up his chain of
11 command, which I think has told you, but will tell you, this
12 is him going up his chain of command. To the extent and the
13 hearsay arguments made, I think it is a statement against
14 interest, and I also think it's pertinent, very pertinent
15 under 403.

16 THE COURT: Yeah, but don't you have to show that the
17 person making the statement, even if we were looking at it
18 from the standpoint of the statement against interest, it has
19 to show that the person making the statement essentially
20 speaks for the party.

21 MR. PORTER: Well, if he's directed to go up the chain of
22 command and if that's what he is doing, then yes, I think a
23 reasonable factual inference would be and that his supervisory
24 staff would speak to the party. I understand Ms. Golding's
25 position, but Ms. Golding's position is underlined by her

1 entire argument in this case, which is these guys should not
2 listen to their supervisors and that is a factually loaded
3 argument that's underlined by the issue of apparent authority.
4 Mr. Mottola's directed to go to his supervisors. He goes ---

5 THE COURT: Show gives him this directive to, to do that
6 in matters concerning compensation? I mean, is that it's
7 done? Is that what you're supposed to do? I heard more than
8 one witness say, yeah, that's what I did, but is that what
9 you're supposed to do? I don't know.

10 MR. PORTER: Mr. Mottola will tell you that the Fire
11 Department is treated like a para-military organization. So
12 yes, very much so. You go to your next in line, your next in
13 line and your next in line. While you are certainly are
14 allowed to go to HR, open-door policy, everybody has that.
15 When you work for a Police Department, a Fire Department, the
16 chain of command is essential and these guys are born and bred
17 on this stuff. Not to mention, Your Honor, I mean there's a
18 statute of limitations argument that Ms. Golding may
19 potentially raise. This goes right at the core of equitable
20 toll.

21 THE COURT: All right. Ms. Golding, let me hear from
22 you?

23 MS. GOLDING: Your Honor, the statement that you made
24 with respect to the -- the party has to be speaking on behalf
25 of the County Administrator. I've already introduced

1 evidence, the witnesses have already agreed that the County
2 Administrator is the only one that can set pay, can set
3 salaries and clearly these emails have nothing to do or
4 associated with the County Administrator or even Human
5 Resources to which the County Administrator delegates payment.

6 THE COURT: Why do we have department heads discussing
7 these matters with members of the department or employees of
8 the department? Apparently this was a common procedure. Why
9 would -- I've heard testimony that inquiries were made
10 directly to Human Resources with no response. Why then would
11 responses come from department heads? Surely somebody knows
12 that they're doing these on -- on Horry County websites. Why
13 -- why was this being done, I mean, certainly someone in Human
14 Affairs or Human Resources knows it; why is this taking place?

15 MS. GOLDING: Your Honor, you'd have to -- the testimony
16 and even Chief Crosby will testify that he conferred with
17 Human Resources. They had meetings at this time with Human
18 Resources, Your Honor. Human Resources, Mr. Owens, explained
19 the situation -- the Chief knew about it -- explained the
20 formula, how the calculations worked and the Chief knew about
21 them. So there will be evidence that ---

22 THE COURT: You mean the Chief is passing it down the
23 chain?

24 MS. GOLDING: No, sir. The Chief can't pass compensation
25 down the chain, Your Honor. The Chief essentially -- a Chief

1 can only recommend compensation. He has no authority to set
2 compensation of any kind.

3 THE COURT: I understand that.

4 MS. GOLDING: So you have not heard the evidence, Your
5 Honor, that Human Resources was involved. Mr. Owens met with
6 the Chief. They had meetings and discussions and Mr.
7 Pathegonas even thought everybody understood, but apparently
8 ---

9 THE COURT: Well, that's what I'm talking about.
10 Apparently, rather than meeting with the employee, Human
11 Resources is meeting with the supervisor instead of the
12 employee and I would assume that that then is to filter down
13 to the employee who is under the supervisor. I mean that --
14 that seems to be like how it's working, isn't it?

15 MS. GOLDING: No, sir. Mr. Owens also met with Mr.
16 Mottola.

17 MR. PORTER: Much, much later, Your Honor, and we're
18 gonna get to that. But here's the thing, they're going to
19 HR, HR is not responding. They're told to go through your
20 chain of command. Throughout Defense's own Exhibit Two,
21 throughout the pay guidelines, albeit on certain issues that
22 are not ---

23 THE COURT: Well, let me ask you this, when he meets with
24 HR, is he being told something other than this?

25 MR. PORTER: He's being told nothing.

1 THE COURT: Okay. You don't have a meeting and your told
2 nothing.

3 MR. PORTER: When he met with them ---

4 THE COURT: You're told something.

5 MR. PORTER: When he met with Mr. Owens, they
6 talked about the promotion and that was, I think,
7 approximately a year after this email when he had already
8 inquired and then he's told everything's okay.

9 THE COURT: Let me -- let me back up here. Why do you
10 offer this document?

11 MR. PORTER: We offer this to show that he went up the
12 chain of command, that he was actively working with his Chiefs
13 and that his chain of command encouraged him that they were
14 looking at it and saw a perceived inequity just as he did.
15 They're saying that they're working on this.

16 Now the Defense's ---

17 THE COURT: I'm concerned with what -- what you just --
18 what you just said that they perceived it to be an inequity.
19 That's an opinion that they would have.

20 MS. GOLDING: That's correct.

21 THE COURT: Okay.

22 MR. PORTER: Then I can ---

23 THE COURT: That's the part that gives me the problem.

24 MR. PORTER: Then I can avoid that outright. I can avoid
25 the language in here outright except for there's one sentence

1 I do want to go into and that's Page 1, Kenneth Bean's email
2 and this is the Deputy Chief. When propay was initiated no
3 policy was established and that's definitely relevant.

4 THE COURT: I think Ms. Golding has actually said that.

5 MR. PORTER: No, she said there was ---

6 THE COURT: She handed up one document.

7 MS. GOLDING: We have one document.

8 THE COURT: And that's it.

9 MS. GOLDING: That's correct and that's it.

10 MR. PORTER: And they keep calling that a policy and
11 saying that I didn't want to introduce the policy.

12 MS. GOLDING: Mr. Bean didn't -- wasn't even involved,
13 Your Honor. He had no knowledge of anything.

14 MR. PORTER: Your Honor, these are factual arguments.

15 THE COURT: Well, I don't mind -- I don't have a problem
16 with you introducing this to establish that he had a problem,
17 he did act on his problem, he acted on it in a reasonable
18 fashion to bring it to the attention of his supervisor, the
19 supervisor took it up the chain. I don't have a problem with
20 that, but when we have an email that starts talking about
21 where some person other than HR starts making statements that
22 it's an inequity, I got a problem with that. I don't mind him
23 testifying that when he can testify live, said, I looked at it
24 and it didn't look right and so I passed it on up; that's
25 fine. But to have him to, to offer this document which has

1 the feel of some official document, something issued by Human
2 Resources and they say, well, it's an inequity; it's an
3 investigation of an alleged inequity. Isn't that what it
4 really is?

5 MR. PORTER: Your Honor, as a solution, I would consent
6 to the redaction of the subject line.

7 MS. GOLDING: I still would object, Your Honor, for Mr.
8 Beans -- there's no foundation laid that he participated in
9 any type of committee, he was involved in propay at any kind
10 because he was not. So he's not an individual that should
11 make a statement that there was no policy established with
12 respect to propay. He was never involved in propay.

13 THE COURT: Who is Doug ---

14 MS. GOLDING: Doug Kline, that's another individual that
15 had no involvement.

16 MR. PORTER: He's an Assistant Chief, I believe; is that
17 correct? Yes, he's an Assistant Chief. Kenneth Beans is the
18 Deputy Chief. Kenneth Beans was at one time acting as the
19 Interim Chief.

20 THE COURT: Was this copied to Human Resources ---

21 MS. GOLDING: No, sir.

22 THE COURT: --- or anything like that?

23 MS. GOLDING: No, sir.

24 THE COURT: This is just letters back and forth or emails
25 back and forth between the Chief and the Assistant Chief?

1 MR. PORTER: The former Interim Chief, which would be Ken
2 Beans and Assistant Chief Doug Kline. I need to show that he
3 went up his chain of command.

4 THE COURT: Well, I mean ---

5 MR. HICKS: Your Honor, if I may ---

6 THE COURT: --- and he's testified to that, yes.

7 MR. HICKS: If I may just briefly, it seems that the
8 Defendant is trying to assert that the Human Resources is the
9 only people that can make a call on pay and I'm reviewing
10 their own Exhibit Two, which is the policy, and there is
11 nothing in here specifically stating that Human Resources is
12 the only entity on pay. In fact, when it talks about paid
13 leave guidelines in taking leave and approving leave and being
14 paid for leave, it actually says subject to the Department
15 Head or his or her designee's approval. So there are
16 instances in the policy discussing pay where the department
17 head is entitled to discuss that and there's in fact nothing
18 in this policy that strictly says Human Resources is the only
19 person on pay. So because of that, I think it's -- it's an
20 inferential step to make a determination that only Human
21 Resources can talk about pay. It's self-serving with nothing
22 factually and, indeed I think that would be a jury's decision
23 of credibility.

24 THE COURT: They can talk about pay all they want. They
25 can talk about pay, but what you're doing here is essentially

1 taking an out-of-court conversation between the Chief or the
2 Interim Chief and the Assistant Chief and you're offering it
3 as evidence. Well I don't mind it being offered to show that
4 the Defendant went through the proper channels, the channels
5 he was told to that he had to, he took it up the chain to have
6 the -- the problem addressed. I don't have any problem with
7 that all, him saying this is what I did. I'm good with that.
8 But he can say it. This document right here in that case does
9 not stand the test of a -- of a 403 examination because it no
10 longer has probative value. It's undisputed that he took --
11 is that right, Ms. Golding?

12 MS. GOLDING: That's right. I'm not disputing that he
13 went up the chain of command.

14 THE COURT: I mean, it's undisputed ---

15 MS. GOLDING: And within his department.

16 THE COURT: --- that he went up the chain of command.
17 Therefore, if that's undisputed, it has little or no probative
18 value. It does have prejudicial value because it comes -- it
19 contains opinion, suggestions, of inequities made between two
20 people who are not for a lack of a better word, the shot
21 callers. Okay. It's like overhearing a conversation between
22 two parties or two non-parties over here and trying to put
23 that into evidence. It -- you know, for what it's worth, it's
24 undisputed that he went up the chain of command. But to have
25 these collateral things and comments by the Interim Chief and

1 the Assistant Chief, I think that's prejudicial, it has no
2 probative value and I would -- I would not allow it. Okay?

3 MR. PORTER: Thank you.

4 THE COURT: Yes, sir.

5 MR. PORTER: Can I bring one thing to the Court's
6 attention?

7 THE COURT: Yes.

8 MR. PORTER: T.J. is a party to these conversations. I
9 still think that first line of that second email from Mr.
10 Beans is relevant and I'd be amenable to ripping off the first
11 page, using only ---

12 THE COURT: Tell me what it says.

13 MR. PORTER: When propay was initiated, no policy was
14 established. Under that he talks -- says he went through this
15 with Mr. Whitten, who was the guy who basically ran this
16 propay thing. And so, I mean ---

17 THE COURT: Well, aren't you gonna call him?

18 MR. PORTER: Mr. Beans? No, sir. And Mr. Whitten I
19 believe is long gone out of state. So, no, sir, and he says
20 to my client when propay was initiated, no policy was
21 established and he verifies that he ---

22 THE COURT: Well, would that not be hearsay that he said
23 that?

24 MS. GOLDING: Yes, sir, it's blatant hearsay.

25 MR. PORTER: He said it to my client on behalf of the

1 County. This is the ---

2 THE COURT: No, I'm not sure that he did. I'm not sure
3 that he did. That, that's where the problem arises. Ms.
4 Golding doesn't have the opportunity to say to him, Where did
5 you get that?

6 MR. PORTER: She can cross him and say this came from ---

7 THE COURT: But she can't cross the one who makes the
8 statement. She can't cross him. There's where the problem
9 lies with hearsay. She has no way -- was it Mr. Beans making
10 the statement?

11 MS. GOLDING: Yes, sir.

12 MR. PORTER: The Deputy Chief.

13 THE COURT: She has no way to cross examine him and say,
14 Well, where did you get that information? I don't know where
15 he got it; neither does the Jury. Was he in a position to
16 make it? I haven't heard anything that would say that he was;
17 I don't know.

18 MR. PORTER: Can I lay the foundation for that?

19 THE COURT: How is this witness gonna say what Mr. Beans
20 said?

21 MR. PORTER: I would ask him, were you told to follow the
22 chain of command, were you told to listen to your Deputy
23 Chief, did you look at your Deputy Chief as someone with the
24 delegation from the Fire Chief to give you information on
25 policies and procedures.

1 THE COURT: That may have been his opinion, but it still
2 doesn't say where Mr. Beans got it. I'm not gonna allow it.

3 MR. PORTER: Thank you.

4 THE COURT: All right. Bring in the Jury.

5 (REPORTER'S NOTE: Jury enters courtroom.)

6 THE COURT: All right. Let the record reflect everyone
7 is back. Continue.

8 BY MR. PORTER:

9 Q: I'm just gonna ask you about the time frame. When did
10 you email up your chain of command about these issues?

11 A: Around October of 2013.

12 Q: What happened after your complaint?

13 A: I was told they were working on it.

14 Q: When is the next time something concrete about propay
15 came up?

16 A: Roughly around the video.

17 Q: Tell us about the video?

18 A: Chief Crosby came out with a video and explained how
19 things were -- people were, three individuals were overpaid
20 and one officer was underpaid.

21 Q: What were you told about the one officer who was
22 underpaid and by whom?

23 A: The Chief told me that I was the officer that was being
24 underpaid.

25 Q: Was there an explanation in the video as to why the other

1 folks weren't underpaid?

2 A: Why they were not underpaid?

3 Q: Correct. Did the video tell you why it didn't flush out?

4 A: Not that I recall.

5 Q: Now you said the Chief told you that you were the one who
6 was underpaid; was that fixed?

7 A: No, sir.

8 Q: Were you told everybody but you was paid right?

9 A: Yes, other than the three that were overpaid.

10 Q: What did they say they would do about the three that were
11 overpaid?

12 A: Well, they were gonna garnish their wages and fix them
13 being overpaid and then they were gonna be able to fix my
14 salary.

15 Q: Did they garnish their wages?

16 A: Yes, they did.

17 Q: Were you directed to contact anybody in that video?

18 A: If we had any other questions, we were to send an email
19 to Katie Badgett.

20 Q: What did you do as a result of that video?

21 A: I sent an email to Katie Badgett requesting them to look
22 into or audit my, my salary.

23 Q: Do you recognize the document I've placed in front of
24 you?

25 A: Yes, sir.

1 Q: Can you tell the Jury what it is?

2 A: It's an email chain between myself and Katie Badgett.

3 Q: What's the date of this email chain?

4 A: July 17th of 2014.

5 Q: What does Katie say about the amount of your promotional
6 increase in this email chain?

7 A: It states that on ---

8 MS. GOLDING: Your Honor, I'm gonna make an objection.

9 Katie -- this email, I mean, he needs to read it directly.

10 Katie doesn't state any wrong about his amount. He makes the
11 statement.

12 THE COURT: Okay.

13 MS. GOLDING: And is this gonna be an exhibit?

14 MR. PORTER: I do plan to introduce it.

15 MS. GOLDING: Okay. Can we go ahead and get it marked?
16 I have no objection to the exhibit.

17 THE COURT: Okay. This is from Human Resources.

18 MS. GOLDING: Human Resources is copied with this, Your
19 Honor.

20 THE COURT: Okay. Very well.

21 MR. PORTER: Your Honor, at this time, I'd move that the
22 7/17/14 email chain involving Ms. Finney, Ms. Badgett and Mr.
23 Mottola be marked as Exhibit Ten.

24 THE COURT: All right. Without objection.

25 PLAINTIFF'S EXHIBIT NUMBER TEN

ADMITTED INTO EVIDENCE

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COURT REPORTER: Plaintiff's Ten.

BY MR. PORTER:

Q: And, T.J., I misspoke. What does Kelli Finney say in the top email chain, second line about the amount of promotion you received?

A: That my increase was a 1.6 percent.

Q: So what ultimate -- what response did you receive or when did you receive a response to this email?

A: When did I receive a response?

Q: Let me rephrase. Other than the emails themselves, when is the next time you heard something out of this, we're talking July 14 on the email?

A: I believe it's when I got a -- they asked me to have a meeting with Chief Crosby and Patrick Owens.

Q: Sure. How much time transpired between these emails and that?

A: I'm not -- I don't -- I'm not sure.

Q: What were you told in your meeting with Patrick and Chief Crosby?

A: That he just went over that and said that my increase with my new promotion was 1.6 percent.

Q: Did he say that was okay?

A: Yes.

Q: Did that make sense to you?

1 A: No, sir.
2 COURT REPORTER: What's the year date on that document,
3 7/17 what year?
4 A: 2014.
5 COURT REPORTER: Thank you.
6 BY MR. PORTER:
7 Q: If you'll refer to Plaintiff's Exhibit Five. Do you
8 recognize the document I've placed before you and pulled up on
9 the demonstrative?
10 A: Yes, sir.
11 Q: Can you tell us what it is?
12 A: It's the Paygrade file listing for the County.
13 Q: Can you read the date of that?
14 A: April 2nd of 2008.
15 Q: Is that before or after propay was effective?
16 A: I believe it was after.
17 Q: Do you recognize the document I placed before you?
18 A: Yes, sir.
19 Q: Can you tell us what it is?
20 A: It's Statement of Wages.
21 THE COURT: Your Honor, without objection, I'd like to
22 move Plaintiff's version of Mr. Mottola's Statement of Wages
23 into evidence as Exhibit Eleven?
24 THE COURT: Is that correct, Ms. Golding?
25 MS. GOLDING: Yes, sir.

1 THE COURT: And it should be marked as?

2 COURT REPORTER: Plaintiff's Eleven.

3 THE COURT: Thank you.

4 PLAINTIFF'S EXHIBIT NUMBER ELEVEN

5 ADMITTED INTO EVIDENCE

6 BY MR. PORTER:

7 Q: Tell me before this change what your pay was.

8 A: My salary was \$34,855.13.

9 Q: Tell me after this change what your pay was?

10 A: 39,562.38.

11 Q: Was that after the 7500 propay was added?

12 A: Yes, sir.

13 Q: Was your base pay higher or lower than it had been?

14 A: That would be lower.

15 Q: Would the amount of raises you would receive in the
16 future on steady raises or the value of those raises higher or
17 lower than they had been?

18 A: Lower.

19 Q: Was your ceiling and grade higher or lower than it had
20 been?

21 A: No, the ceiling gets lower.

22 Q: Now, you told me your hours were alternating twenty-four
23 and then forty-eight?

24 A: That is correct.

25 Q: And you told me you had been there as of '08 for

1 approximately eight years?
2 A: Yes, sir.
3 Q: Tell me in Grade 17(A) where your salary of 34,855.13
4 fell?
5 A: That would be between Step 7 and 8.
6 Q: So where I put your initials on this board reflect what
7 you told me?
8 A: Yes, sir.
9 Q: Show me or tell me from your sheet where -- strike that.
10 Let me backtrack. How do we get your base pay based on your
11 post propay income?
12 A: It means you would subtract \$7500.
13 Q: If we subtract 7500 from your post propay income, does
14 32,162.38 sound right?
15 A: Yes, sir.
16 Q: Tell me where 32,162.38 falls on Grade 15?
17 A: Between Steps 1 and 2.
18 Q: Does where I've marked your initials appear right?
19 A: Yes, sir.
20 Q: And you had been there for much more than one to two
21 years, correct?
22 A: Yes, sir.
23 Q: Had you received more than one to two step increases in
24 your tenure?
25 A: Yes, sir.

- 1 Q: You told us before that you've had seven to eight steps
2 that you recall?
- 3 A: That I recall, yes.
- 4 Q: Tell me what seven and eight would be in Grade 15?
- 5 A: Grade or Step 7 is 35,304.47.
- 6 Q: What's Step 8?
- 7 A: Step 8 would be 35,923.84.
- 8 Q: Does what I have marked appear correct?
- 9 A: Yes, sir.
- 10 Q: The next time you remember raises would have been two two
11 percents in '15 and '16'; is that correct?
- 12 A: That is correct.
- 13 Q: And you received the total 1.6 percent raise with your
14 promotion overall in 2013?
- 15 A: That is correct.
- 16 Q: How do we calculate your post propay pay based on your
17 base salary, I asked you before your pre-propay pay or your
18 post propay base salary, now tell me how I get to your post
19 propay pay if I'm looking at your base salary.
- 20 A: You would add the \$7500.
- 21 Q: Would we add the 7500 to somewhere in the step range of
22 35,304.47 Step 7 or 35,923.84 Step 8?
- 23 A: Yes, sir.
- 24 Q: Does give or take 43,000 sound right?
- 25 A: Yes, sir.

1 Q: How do we know the difference between what you got and
2 what you believe you should've gotten?

3 A: Just subtract the two.

4 Q: Were you of the belief that you were gonna get full
5 credit for your years of service in the propay change?

6 A: Yes, sir.

7 Q: Did you?

8 A: No, sir.

9 MS. GOLDING: I would object to this document, Your
10 Honor.

11 THE COURT: All right. Let's take the Jury out.

12 (REPORTER'S NOTE: Jury exits courtroom.)

13 PLAINTIFF'S EXHIBIT NUMBER TWELVE AND THIRTEEN

14 MARKED FOR IDENTIFICATION

15 MR. PORTER: Your Honor, a point of reference before --
16 can I mark for identification purposes only the prior exhibit
17 we discussed as Twelve?

18 THE COURT: All right. What do we have with this
19 exhibit. What's the objection?

20 COURT REPORTER: Just a minute, Judge. All right. Is
21 this what I have here the last one that was discussed out of
22 the Jury's presence.

23 MR. PORTER: That's what we're talking about right now.

24 COURT REPORTER: No, I want the one from the last ---

25 MS. GOLDING: This is the job posting that was in April

1 of 2014 and this job posting has no relevance to the issues in
2 this case. Furthermore, the job posting itself is not
3 something that Mr. Mottola could testify about. He has no
4 independent knowledge of it; he just saw it on the internet.

5 THE COURT: Well, I'm concerned about the relevance.

6 MS. GOLDING: Yes, sir.

7 THE COURT: What does a job posting in April of 2014 have
8 to do with what occurred in 2008?

9 MR. PORTER: Okay. This was before any changes to the
10 salary schedule, across-the-board raises had occurred.
11 Everybody has testified to that that there were no further
12 raises until '15, '16. So we're still looking at the same
13 basic schedule. What this tells you and I think it's a
14 reasonable inferential jump from this that a newbie who gets
15 this job is gonna be making more than T.J. And what that
16 tells the Court, what that tells the Jury is that the way
17 propay was carried out with these guys, certainly doesn't make
18 sense, it doesn't add up, which is at the core of our claim.

19 THE COURT: I thought he was a Lieutenant?

20 MS. GOLDING: He is.

21 MR. PORTER: Yes, he became a Lieutenant but at this --
22 this would've still been relevant.

23 THE COURT: This is just a firefighter making that money.

24 MR. PORTER: This is a firefighter/medic, I believe.

25 THE COURT: Yeah, okay.

1 MR. PORTER: Yes, this is a firefighter/medic. The fact
2 that he became a Lieutenant doesn't matter because this salary
3 schedule is still in place. There hadn't been any deviances
4 to it.

5 THE COURT: I, I understand that, but I would think he
6 would have been making even more. Wouldn't he?

7 MR. PORTER: No, when the change happened, he was making
8 a grand less than this.

9 THE COURT: Would have.

10 MR. PORTER: With his promotion, he got 1.6 percent, I
11 believe it's -- but I don't think it's much more with his
12 promotion.

13 THE COURT: All right. I understand. This is simply for
14 a firefighter with paramedic training. That's the advertised
15 salary range.

16 MR. PORTER: Same grade as ---

17 THE COURT: By Horry County. All right.

18 MS. GOLDING: Your Honor, he's trying to say propay was
19 unfair or whatever. That doesn't make a difference. If --
20 what it is propay has to be accepted as the County implemented
21 it and they're trying to show that a new individual coming in
22 is -- is making more or could make or is making close to what
23 an individual that had spent some time in that position. But,
24 Your Honor, that's not an issue.

25 THE COURT: And all you'd have to do is put up Human

1 Resources that says that's not how we do it?

2 MS. GOLDING: That's correct.

3 THE COURT: Okay. I'll allow it to that extent.

4 MR. PORTER: Thank you. And I'll be brief on it.

5 MS. GOLDING: But I think it's prejudicial what he's
6 trying to say, Your Honor, is confusing to the Jury because
7 they're -- the Jury doesn't determine if propay is fair or not
8 fair, Your Honor, or that -- I mean that's not an issue at
9 all. We have system that these individuals were paid with.
10 You know, we might not like the system ourselves, but that
11 doesn't mean ---

12 THE COURT: This may've included propay.

13 MS. GOLDING: Yes, sir. I believe it does.

14 MR. PORTER: Yes, it includes propay. We're not
15 disputing that it doesn't. Go ahead.

16 MR. HICKS: Well, the question that this is a payment or
17 whatever ---

18 THE COURT: It's the rules. We have one person.

19 MR. HICKS: I'm sorry. I'm sorry.

20 MR. PORTER: So this does include propay, but with
21 propay, it's more than what T.J. got; this is entry level; and
22 the purpose, probative value, I think it's more than been
23 reasonably established. I'll move through it real quick.

24 THE COURT: Well, this, this is what it's about. Whether
25 he got paid what he should've been, whether there was an

1 inequity in the calculation of his pay; that's what this case
2 is about. This I think is probative. It's the County's
3 posting; if it's not, we can certainly have Mr. -- is it
4 Owens?

5 MS. GOLDING: Mr. Owens.

6 THE COURT: Mr. Owens address it. I'm gonna allow it.

7 MR. PORTER: Thank you, Your Honor. Thank you.

8 MR. HICKS: My apologies, Your Honor.

9 COURT REPORTER: Excuse me. I need to know what we're
10 marking; is it Plaintiff's Thirteen what I've marked for ID?

11 MR. PORTER: Plaintiff's Thirteen, I'll introduce
12 formally on the record, I guess in front of the Jury, or I can
13 do it now, whichever is preferred by the Court.

14 COURT REPORTER: Let's make sure that this is the correct
15 document.

16 MR. PORTER: Your Honor -- yes, ma'am, that is.

17 THE COURT: All right. Let's do this. The Jury is out.
18 Let's take five minutes, ten minutes, so we don't have to take
19 another break, okay?

20 COURT REPORTER: Yes, sir.

21 THE COURT: We might can go until noon. The witness is
22 advised not to discuss his testimony and we'll be right back.

23 **(RECESS.)**

24 *******OFF THE RECORD*******

25 **(On the Record.)**

1 (REPORTER'S NOTE: Jury enters courtroom.)

2 BY MR. PORTER:

3 Q: The document before you which has been marked as Exhibit
4 Thirteen, can you identify that for the Jury?

5 A: It is a firefighter with paramedic job posting.

6 Q: What's the date of it?

7 A: April 2nd of 2014.

8 Q: Is that for an entry level position?

9 A: Yes, sir.

10 Q: What is the pay for that entry level position April 2nd,
11 2014?

12 A: 40,298.

13 Q: Looking at Exhibit Eleven, your pay sheet, tell us what
14 your pay was after propay?

15 A: 39,562.38.

16 Q: Is your pay greater or less after propay than an entry
17 level is in 2014?

18 A: It would have been less.

19 Q: And do you recall any across the board raises up until
20 the date of this posting or strike that. Do you recall any
21 across the board raises until 2015?

22 A: No, sir.

23 Q: Nothing further.

24 THE COURT: All right. Ms. Golding?

25 COURT REPORTER: Just a moment, please. Would you give

1 me that document that's not marked.

2 A: Yes, ma'am.

3 COURT REPORTER: It saves confusion.

4 THE COURT: Mr. Porter, you've offered it?

5 MR. PORTER: We did off the record.

6 THE COURT: Okay. All right. It's offered and admitted.

7 PLAINTIFF'S EXHIBIT NUMBER THIRTEEN

8 ADMITTED INTO EVIDENCE

9 CROSS EXAMINATION OF ANTHONY JOSEPH MOTTOLA BY MS. GOLDING:

10 Q: Mr. Mottola, just to clear the record, you've never --
11 excuse me -- you've never worked in Human Resources, have you?

12 A: No, ma'am.

13 Q: Okay. And you've never had any type of training in Human
14 Resources, have you?

15 A: No, ma'am.

16 Q: And you've never gone to school and gotten any type of
17 degrees or certificates with respect to Human Resources?

18 A: No, ma'am.

19 Q: And with respect to your employment with Horry County,
20 you signed an acknowledgement that you received the employee
21 guidelines in Exhibit Number Six; is that correct?

22 A: Yes, ma'am.

23 Q: And you had access to the employee guidelines and could
24 review all the employee guidelines; is that correct?

25 A: Yes, ma'am.

1 COURT REPORTER: Defendant's Six, right?

2 MS. GOLDING: Yes, that's Defendant's Six, I apologize.

3 BY MS. GOLDING:

4 Q: Now, you know that Horry County has a Human Resources
5 Department; is that correct?

6 A: That is correct.

7 Q: And the head of that Human Resources Department is Mr.
8 Patrick Owens; is that right?

9 A: That is correct.

10 Q: And I understand you met with Mr. Owens sometime in 2013
11 or 2014?

12 A: Yes, ma'am.

13 Q: And present at that meeting was Chief Crosby, yourself
14 and Mr. Owens?

15 A: Yes, ma'am.

16 Q: Was anyone else present?

17 A: No, ma'am.

18 Q: Okay. And the purpose of that meeting was basically to
19 discuss your promotion to Lieutenant and the pay you were
20 receiving as a result of that promotion?

21 A: Yes, ma'am.

22 Q: Okay. And Mr. Owens explained to you the process that
23 had to go through for the calculation of your salary, did he
24 not?

25 A: Yes, ma'am.

- 1 Q: Okay. And at that time, he explained that when you were
2 promoted, you went to a base salary for a Lieutenant; is that
3 correct?
- 4 A: Yes, ma'am.
- 5 Q: And at that point and at that level, your base salary for
6 Lieutenant five percent was added to that; remember him
7 telling you that?
- 8 A: He may have.
- 9 Q: And that because you were no longer a fireman and
10 paramedic, you, you were no longer gonna receive the \$7500
11 bonus; is that correct?
- 12 A: That is correct.
- 13 Q: Okay. So that was taken off; is that correct?
- 14 A: Yes, ma'am.
- 15 Q: Okay. But because you were a Lieutenant, you received a
16 \$3,000 bonus?
- 17 A: Yes, ma'am.
- 18 Q: Okay. And because of the math that was involved because
19 you got some and then you got it taken away, the total amount
20 resulted in a 1.6 raise; is that correct?
- 21 A: I believe so, yes.
- 22 Q: Okay. And Mr. Owens told you that's correct, that the
23 County policies were followed; is that not correct?
- 24 A: He may have, yes.
- 25 Q: And Mr. Owens would be the individual within Horry County

1 that would know how to calculate salaries, would he not?

2 A: I would believe so, yes.

3 Q: Yeah. And you can't say to this Jury that you know
4 better than he does how to calculate salaries for Horry
5 County, can you?

6 A: No, ma'am.

7 Q: Now let's look at your wage statement, and I believe that
8 we have two wage statements you signed. One you signed in
9 April of 2008 right after propay was implemented, that's
10 Defendant's Exhibit Thirteen; is that correct?

11 A: Yes, ma'am.

12 Q: Okay. And one you signed in August of 2013 when you were
13 promoted; is that correct?

14 A: Yes, ma'am.

15 Q: Okay. And both those Statement of Wages were filled out
16 when you signed them; is that correct?

17 A: That is correct.

18 Q: And let's look at the statement of wage that you signed
19 in April of 2008, do you have that in front of you?

20 A: Yes, ma'am.

21 Q: Okay. And that was filled out when you signed it?

22 A: That is correct.

23 Q: And that statement of wage shows what your existing
24 salary was; is that correct?

25 A: Yes.

1 Q: Okay. And besides that, your existing salary, it, it has
2 a grade that you were in?

3 A: Yes, ma'am.

4 Q: Okay. And what's the grade that is shown on your
5 statement of wage that you signed in April of 2008?

6 A: The current grade or the new grade?

7 Q: The current grade?

8 A: The current grade was 17.

9 Q: Okay. So this statement of wage, which you signed in
10 April of 2008 has the grade that you were in as Grade 17; is
11 that right?

12 A: Yes, ma'am.

13 Q: Okay. It doesn't say Grade 17(A), does it?

14 A: No, ma'am.

15 Q: Okay. So when you went on direct examination and you
16 went to 17(A) you went to a wrong grade, did you not?

17 A: I mean, it's ---

18 Q: 17(A) is not on your Statement of Wages, is it?

19 A: No, ma'am.

20 Q: Okay. Do you in fact know what Grade 17(A) what class of
21 employees are in that?

22 A: I do not.

23 Q: Okay. Would you be surprised to learn that 17(A) has
24 nothing to do with the Safety Department, has nothing to do
25 with firemen?

1 A: I mean, if that's what you say. I don't know.

2 Q: You don't know. In fact, you really don't know anything
3 about these grades, do you?

4 A: I don't know.

5 Q: Okay. And the person that knows about employees and the
6 grades they are in is Patrick Owens; is that not correct?

7 A: I would assume so, yes.

8 Q: And Mr. Doyle, he testified yesterday and he worked with
9 you; is that correct?

10 A: We work for the same department, yes.

11 Q: Okay. He also testified about Grade 17(A), did you hear
12 that?

13 A: Yes, ma'am.

14 Q: Okay. Would it surprise you to know that Mr. Doyle has
15 never been in Grade 17(A)?

16 A: If so, I don't know.

17 Q: So when you signed this statement in April of 2008 and
18 you saw your new salary, were you at that time disappointed at
19 your new salary?

20 A: Yes, ma'am.

21 Q: Okay. So in April of 2008, you believed that something
22 was wrong; is that correct?

23 A: I did.

24 Q: But since April of 2008, the salary you received from
25 Horry County has been the new salary that is set on exhibit --

1 on your exhibit on the statement of wage?

2 A: On Thirteen, are we still on Thirteen?

3 Q: Thirteen.

4 A: Yes, ma'am. Okay.

5 Q: That has been your salary until your recent promotion in
6 2013, has it not?

7 A: That is correct.

8 Q: So in essence, what the County told you in your statement
9 of wage that you signed in April of 2008, is the salary you
10 have received until you were promoted; is that correct?

11 A: Yes, ma'am.

12 MS. GOLDING: One moment please, Your Honor. No further
13 questions, Your Honor.

14 THE COURT: Redirect?

15 MR. PORTER: Very briefly, Your Honor.

16 REDIRECT EXAMINATION OF ANTHONY JOSEPH MOTTOLA, III BY MR.

17 PORTER:

18 Q: Can you pull from your stack Plaintiff's Exhibit Nine,
19 T.J.?

20 A: Okay.

21 Q: In the email beginning December 18, 2012 from Matt Smith
22 to Timothy Lee, what does Matt Smith say about how propay is
23 calculated?

24 A: It says we take your date of hire, place you in Grade 15
25 with your steps for the number of years you've been here and

1 add \$7500 for propay.

2 Q: You had been there how many years?

3 A: Roughly eight.

4 Q: Seven to eight?

5 A: Yes, sir.

6 Q: If we look at Step 15 at seven to eight years, or Grade
7 15 at seven to eight years, does that put us in the range of
8 35,304.47 to 35,923.84?

9 A: Yes, sir.

10 Q: And your schedule was an alternating schedule, correct?

11 A: That is correct.

12 Q: And I believe my question to you was, you work in the 17
13 Grade group, correct?

14 A: Yes, sir.

15 Q: And you know of -- do you know, strike that. Do you know
16 of other individuals, particularly with respect to propay,
17 such as Matt Smith, who know how to calculate propay salaries?

18 A: Just from what I've been told.

19 Q: Okay. In your experience does Matt Smith know how to do
20 that?

21 A: All I can tell you is that that's how he explained to us
22 because he was on the committee.

23 Q: And what matters more to you at the end of the day, your
24 base salary or your take home pay?

25 A: Well, my take home pay.

1 Q: Nothing further.

2 MS. GOLDING: Nothing, Your Honor.

3 THE COURT: You may step down.

4 MR. PORTER: Your Honor, may we approach for a point of
5 reference?

6 (REPORTER'S NOTE: A bench conference was held off the record
7 in the presence of but out of hearing of the Jury.)

8 MR. PORTER: Thank you. Plaintiff calls Ricky Gibbins.

9 CLERK: Raise your right hand and place your left hand on
10 the Bible.

11 DENNIS R. GIBBINS, JR., HAVING BEEN
12 DULY SWORN, TESTIFIES AS FOLLOWS:

13 CLERK: Please say your name for the Court, please.

14 MR. GIBBINS: Dennis R. Gibbins, Jr.

15 COURT REPORTER: Spell your last name, please.

16 MR. GIBBINS: G-I-B-B-I-N-S.

17 COURT REPORTER: Thank you.

18 DIRECT EXAMINATION OF DENNIS R. GIBBINS, JR. BY MR. PORTER:

19 Q: Mr. Gibbins, if you would introduce yourself to the Jury,
20 tell us a little bit about yourself.

21 A: My name is Dennis R. Gibbins, Jr. I am a
22 firefighter/paramedic with Horry County Fire Rescue. I've
23 been living in South Carolina for approximately fifteen years.
24 I currently reside in North Carolina.

25 Q: And what do you go by?

- 1 A: Ricky.
- 2 Q: And, Ricky, do you have any children?
- 3 A: I have three children and two step children.
- 4 Q: And where does your wife work?
- 5 A: BMT Micro in Wilmington, North Carolina.
- 6 Q: Now, when did you start working for Horry County?
- 7 A: October of 2001.
- 8 Q: And what was your permission -- first position?
- 9 A: I was hired as a firefighter/EMT.
- 10 Q: Do you presently hold an EMT certificate?
- 11 A: I do.
- 12 Q: How are your work hours as an EMT?
- 13 A: We work shift work; twenty-four hours on, forty-eight
14 hours off.
- 15 Q: How often would you get pay increases based on when you
16 came on?
- 17 A: It was explained to us that we received a two percent
18 increase on our anniversary date every year.
- 19 Q: And did you get those increases consistently up until
20 2008?
- 21 A: Yes, sir.
- 22 Q: Were you ever promoted from EMT?
- 23 A: I put myself through paramedic school in 2005 and -- or
24 in 2003 and finished up in 2005.
- 25 Q: Have you maintained both your paramedic and firefighter

1 certifications since your promotion?

2 A: Yes, I have.

3 Q: How was your pay set when you became a paramedic?

4 A: I received a five percent increase.

5 Q: Let me ask you, were you put on a grade step schedule?

6 A: Step 17 or Grade 17, I'm sorry.

7 Q: How would you describe your work as a paramedic?

8 A: I work on a medic unit all the time. Pretty much been on

9 a medic unit my ---

10 Q: Your work hours?

11 A: Oh, I'm sorry. Twenty-four hours on, forty-eight hours

12 off.

13 Q: So it alternates?

14 A: Yes, it does.

15 COURT REPORTER: Pull up to the microphone a little bit,

16 please; pull your chair up.

17 Q: How many years of service would you have had in 2008?

18 A: I would've been heading towards year seven; I was just

19 about in my seventh year.

20 Q: At the beginning of 2008, were you still in Grade 17 pay

21 group?

22 A: Yes, I was.

23 Q: And did that change when the propay issue that we've been

24 talking about throughout these past few days happened?

25 A: Yes, I was -- we were downgraded to a Grade 15.

1 Q: And just to summarize, you would drop two grades and add
2 \$7500?

3 A: Yes, I would.

4 Q: Would you lose any steps or were you supposed to lose any
5 steps in that process?

6 A: Not that I am aware of. We were supposed to keep our
7 full years.

8 THE COURT: Without objection.

9 PLAINTIFF'S EXHIBIT NUMBER FOURTEEN

10 ADMITTED INTO EVIDENCE

11 COURT REPORTER: Plaintiff's Fourteen.

12 BY MR. PORTER:

13 Q: The Clerk has handed or I'll hand you Plaintiff's
14 Fourteen. Can you identify that for the record?

15 A: This is my Statement of Wages that I received when they
16 redid propay.

17 MR. PORTER: The Plaintiff formally proffers Exhibit
18 Fourteen without objection.

19 BY MR. PORTER:

20 Q: Tell me what your pay was before this change?

21 A: 35,023.25.

22 Q: What was your pay after this change?

23 A: 39,719.47.

24 Q: Was that after the 7500 was added?

25 A: Yes, it was.

- 1 Q: How do we get your base pay from that figure?
- 2 A: You would subtract \$7500.
- 3 Q: Does 32,219.47 sound right as that base pay figure?
- 4 A: It sounds correct.
- 5 Q: Tell me, let's short circuit this process a little bit.
- 6 Tell me in Grade 15 where that figure fell, 32,219.47?
- 7 You should have a copy in front of you.
- 8 A: Somewhere between one and two.
- 9 Q: 32,219.47, would that be perhaps just barely above two?
- 10 A: Yeah, just above two, I'm sorry.
- 11 Q: Does that match where I've very messily put your initials
- 12 on this board?
- 13 A: Yes.
- 14 Q: You'd worked there more than two years?
- 15 A: Yes, I had.
- 16 Q: You received more than two step increases?
- 17 A: Yes, I had.
- 18 Q: Look at Exhibit Number Nine, the Matt Smith email. What
- 19 does Matt Smith's email on the middle of that page say about
- 20 where your step should be?
- 21 A: It says if we take the date of hire, place you in Grade
- 22 15 with your steps for the number of years you've been here
- 23 and add \$7500 for propay.
- 24 Q: Would that have put you in between seven and eight in
- 25 2008; you'd been there seven to eight years?

1 A: Yes, it would.

2 Q: Does that match where I've marked this board?

3 A: Yes, it does.

4 Q: So based on the Matt Smith email, would you have been
5 between a range of 35,304.47 and 35,923.84?

6 A: Yes.

7 Q: And just to clarify, in 17(A), would your salary, your
8 pre-propay salary, of 35,023.25 have matched your years of
9 experience between Step 7 and Step 8?

10 A: Yes, it would.

11 Q: Were you, were you of the belief that you were gonna get
12 full credit for your steps upon the propay change?

13 A: Yes, I was.

14 Q: Did that happen?

15 A: No, it did not

16 MR. PORTER: Nothing further, Your Honor.

17 CROSS EXAMINATION OF DENNIS R. GIBBINS, JR. BY MS. GOLDING:

18 Q: Mr. Gibbins, it's my understanding you -- you've never
19 worked in Human Resources; is that correct?

20 A: No, ma'am, I have not.

21 Q: Okay. And you've never had any type of schooling in
22 Human Resources or obtained any type of degrees or
23 certificates have you?

24 A: No, ma'am.

25 Q: Okay. And with respect to the statement of wage that you

1 just looked at, which is Plaintiff's Exhibit Number Fourteen?
2 A: Yes, ma'am.
3 Q: The statement of wage you received from the HR
4 Department; is that correct?
5 A: It was dropped off by Battalion Chief at our department.
6 Q: Okay. And it was filled out when you received the
7 document?
8 A: Yes, ma'am.
9 Q: Okay. And, Mr. Porter again asked you -- said something
10 about 17(A). Is 17(A) on Exhibit Fourteen as the grade?
11 A: No, ma'am.
12 Q: Okay. What is the grade?
13 A: 17.
14 Q: 17. Okay. Do you know anything about grades, Horry
15 County grades for employees?
16 A: No, ma'am.
17 Q: And you will agree that Matt Smith, the Battalion Chief,
18 that testified yesterday, he's not an employee of Human
19 Resources, is he?
20 A: No, ma'am, he's not.
21 Q: Okay. And you'll agree that Patrick Owens, the gentlemen
22 sitting over there direct -- he's the Director of Human
23 Resources; is that correct?
24 A: I believe so.
25 Q: Yes. And it would be your belief that he knows more

1 about employment matters and grades and steps than you do; is
2 that correct?

3 A: Yes, ma'am.

4 Q: Okay. And it would also be your belief that Mr. Owens
5 would know more about grades and steps of Horry County
6 employees than Matt Smith; is that correct?

7 A: Yes, ma'am.

8 Q: Okay. And you would certainly agree that with Mr. --
9 that with the Statement of Wages that you received in April of
10 2008, a new salary was set down for you; is that correct?

11 A: Yes, ma'am.

12 Q: And when you received that new salary, you were
13 disappointed?

14 A: Yes, ma'am, I was.

15 Q: And you, in April of 2008, you didn't think you were
16 getting the right amount of money; is that correct?

17 A: No, I did not.

18 Q: But you signed Exhibit Fourteen?

19 A: I was told I had to.

20 Q: Okay. And when you signed the document, you knew what
21 your new salary would be?

22 A: Yes, ma'am.

23 Q: Okay. And since you signed the document in April of 2008
24 to the present, you have received that salary from the County,
25 have you not?

1 A: Yes, ma'am.

2 MS. GOLDING: One moment, please.

3 Nothing further, Your Honor. Thank you.

4 REDIRECT EXAMINATION OF DENNIS R. GIBBINS, JR. BY MR. POTTER:

5 Q: Briefly, Ricky, to your knowledge was Matt Smith on the
6 ground floor of this propay implementation?

7 A: Yes, he was.

8 Q: Nothing further.

9 THE COURT: Ms. Golding?

10 MS. GOLDING: Nothing further.

11 THE COURT: You may step down. Thank you.

12 MR. PORTER: The Plaintiff would call Fred Crosby.

13 CLERK: Raise your right hand and place your left hand on
14 the Bible.

15 FREDERICK CARLTON CROSBY, II, HAVING BEEN

16 SWORN TESTIFIES AS FOLLOWS:

17 CLERK: Thank you. You may be seated. If you'll state
18 your name for the Court, please.

19 MR. CROSBY: Frederick Carlton Crosby, II.

20 COURT REPROTER: What was your middle name, please?

21 MR. CROSBY: Carlton. C-A-R-L-T-O-N.

22 COURT REPORTER: Thank you. And it's C-R-O-S-B-Y.

23 MR. CROSBY: Yes, ma'am.

24 COURT REPORTER: Thank you.

25 DIRECT EXAMINATION OF FREDERICK CARLTON CROSBY, II BY MR.

1 POTTER:

2 Q: Mr. Crosby, thank you for coming here today. Will you
3 introduce yourself to the Jury by telling us your name and a
4 little bit about yourself, where you're from, what you're
5 doing these days, et cetera, et cetera?

6 A: Okay. My name is Fred Crosby. I'm originally from
7 Richmond, Virginia area, Hanover County. I was Fire Chief up
8 there for twenty-eight years, came down here, I was Fire Chief
9 for two and a half years. I live in Murrells Inlet and now I
10 have a restaurant in Murrells Inlet after I retired.

11 Q: A free plug, what's the name of the restaurant?

12 A: The Spotted Dog.

13 Q: I got it. I've heard nothing but good things. Tell me,
14 before you were a Fire Chief, were you a firefighter?

15 A: I was.

16 Q: And when did you come on in Horry County?

17 A: November of 2015.

18 Q: 2015; when did you come on?

19 A: I'm sorry?

20 Q: When did you come on? Could it have been 2013?

21 A: It's 2013; I'm sorry, yes. Thank you. .

22 Q: Let me ask you how -- what -- what were your roles and
23 responsibilities as the Fire Chief?

24 A: Generally, your biggest role is getting everybody to work
25 together, making sure that all the -- it's a lot like

1 logistics. You make sure all the right pieces are in place so
2 people can do their job.

3 Q: And within those roles, would you be overseeing everyone
4 within the Fire Department?

5 A: In theory, yes, sir.

6 Q: Okay. And at times in that theory, would you have to act
7 as a liaison between the administration and the firefighters?

8 A: Often.

9 Q: What's the first, upon coming on, that you heard about
10 the word propay?

11 A: I heard about it originally when we were -- one of the
12 first things that we looked at where there were a lot of
13 people that were acting officers. And I worked with my direct
14 boss at the time, Mr. Whitten, to get those people promoted,
15 they'd been acting for years. And propay came up during that
16 discussion and I started becoming familiar with the term.

17 Q: Were there issues that arose to you regarding propay with
18 respect to firefighter/medics, people who were long-term
19 firefighter/medics?

20 A: Yeah, there were a lot of issues with the program.

21 Q: Did you discuss those issues in formal staff meetings you
22 would have held?

23 A: Yes, sir.

24 Q: Would you have published notes about those discussions to
25 the Fire Department?

1 A: Yes, sir; I did.

2 Q: Do you recognize the document that I've handed you which
3 we'll refer to as Exhibit Two?

4 A: Yes, sir.

5 Q: Can you tell me what sort of document that is?

6 A: That would've been the notes from the staff meeting, one
7 of our regular staff meetings.

8 Q: And would these notes have been accurate to the best of
9 your knowledge?

10 A: They were, yes, sir, accurate at the time with what I
11 knew at the time.

12 Q: Okay. And what's the date of this?

13 A: 11/19/13.

14 MR. PORTER: Your Honor, at this time, I would move into
15 evidence Exhibit Two, the 11/19/13 staff meeting minutes?

16 MS. GOLDING: Without objection.

17 THE COURT: Without objection.

18 PLAINTIFF'S EXHIBIT NUMBER TWO

19 ADMITTED INTO EVIDENCE

20 BY MR. PORTER:

21 Q: If you'll turn to the second page?

22 A: Yes, sir.

23 Q: There -- is there a section entitled propay?

24 A: Yes, sir; there is.

25 Q: Read for me the first line?

- 1 A: The issue of propay and the way it was applied to long-
2 term employees has been clouded and inconsistent and was on
3 the to-do list from early on.
- 4 Q: You can read the whole paragraph.
- 5 A: Okay.
- 6 Q: Go ahead?
- 7 A: We're still working on this issue especially for those
8 that have topped out in the paygrade, and we have had a
9 meeting with Finance yesterday and believe we have an
10 agreement on fixing the issue. They are researching the
11 salary of who is actually affected and hopefully those in the
12 situation will see a fix in their paychecks in the next month
13 or so. I think the issue was brought to me in February or
14 March of last year. It's taken longer than I wanted to get to
15 this point. I do want people to know that we don't forget and
16 we're still working on these things even though some seem to
17 take forever to get fixed.
- 18 Q: And you read the second paragraph as well?
- 19 A: I did, I'm sorry.
- 20 Q: Okay. And just to clarify in that last sentence, you
21 said hopefully some people will see a fix to their paychecks
22 in the next month or so?
- 23 A: Yes, sir.
- 24 Q: And in that last paragraph, you said I think the issue
25 was brought up in February or March?

1 A: That's correct.

2 Q: And that's as far as you knew about it coming on newly in
3 the 2013 time frame?

4 A: Yes, sir.

5 Q: Would you have sent other, I guess, notifications to the
6 Fire Department such as by way of what I would call eblasts?

7 A: Yeah, I'm sure I did. I tried to keep them informed of
8 what was going on.

9 Q: Did you think it was important to a well-run Fire
10 Department to keep the firefighters knowledgeable about
11 business that concerned them?

12 A: Yes, I did.

13 Q: Did you think that was important to morale?

14 A: I thought it was hugely important to morale.

15 Q: See if there is a Plaintiff's Exhibit Three in your
16 stack; if not, I want ---

17 COURT REPORTER: It shouldn't be, it's not an exhibit.

18 MR. PORTER: Okay. Can I hand the marked version to him?

19 COURT REPORTER: Maybe it is in there.

20 MR. PORTER: It's okay.

21 BY MR. PORTER:

22 Q: Can you identify that document which we'll refer to as
23 Exhibit Three?

24 A: It's an email blast that would be one of the regular
25 updates that I sent out.

1 Q: And the caption or the subject of this blast is what?

2 What's in the subject line is what I'm asking.

3 A: I'm sorry. Staff meeting notes 12/17/13.

4 Q: Were these the notes generated at the staff meeting on
5 12/17/13?

6 A: Yes, sir.

7 Q: Was propay discussed at that staff meeting?

8 A: Yes, sir.

9 Q: Can you read for us what it says about propay?

10 A: All firefighter/paramedics have been reconciled. Cost to
11 fix is 33K per year. Next step is to look at the officers.

12 Q: And so just to clarify, that said all the
13 firefighter/paramedics have been reconciled; what did that
14 mean reconciled?

15 A: We had done an internal in the department, Matthew Smith
16 had done, and he had reconciled what he thought the -- we were
17 facing. I'd asked him to do that because it was a budget
18 issue for us.

19 Q: And Matthew Smith was working with Kelli Finney in
20 Finance on this; is that correct?

21 A: He was. I don't know how closely.

22 Q: Okay. And the word you used in that was fixed. Based at
23 that time, did you believe these salaries were going to be
24 increased?

25 A: I did, yes, sir.

1 Q: Now later in the summer of 2014, did you come to believe
2 that the salaries did not need to be increased?

3 A: After we had met with HR and Finance, I was told that
4 their reconciliation showed that we didn't need to.

5 Q: Is it fair to say they didn't show you their work?

6 A: Yes, sir.

7 Q: And did they talk about the reason was something called
8 an alternate minimum salary?

9 A: Yes, sir.

10 Q: Nothing further.

11 COURT REPORTER: Excuse me, Mr. Porter, are you
12 introducing that?

13 Q: One more thing further.

14 A: Yes, sir.

15 MR. PORTER: At this time, Your Honor, I would move to
16 introduce Plaintiff's Exhibit Three, 12/17/13 meeting notes by
17 Fred Crosby.

18 THE COURT: Ms. Golding, what do you say?

19 MS. GOLDING: Thank you. No objection, Your Honor.

20 THE COURT: All right. Without objection.

21 PLAINTIFF'S EXHIBIT NUMBER THREE

22 ADMITTED INTO EVIDENCE

23 MR. POTTER: Nothing further now.

24 CROSS EXAMINATION OF FREDERICK CARLTON CROSBY, II BY MS.

25 GOLDING:

1 Q: Mr. Crosby, you were the Fire Chief, what years was that,
2 2013, 2014?

3 A: Yeah, I believe so.

4 Q: And while you were the Fire Chief, you knew that it
5 wasn't your authority to set pay or establish salaries; is
6 that correct?

7 A: No, ma'am -- yes, ma'am, I'm sorry. That was correct.

8 Q: Okay. And you could recommend, could you not, to the
9 County Administrator?

10 A: Correct, I could recommend and I could apply the policy
11 as it was currently approved.

12 Q: Right. But you had to get the approval of the County
13 Administrator before any type of pay increases or raises came
14 into effect; is that correct?

15 A: Yes, ma'am.

16 Q: Okay. And to your knowledge, that is -- that is a
17 basically -- that's a rule throughout the whole County, it's
18 the County Administrator that sets the compensation for all
19 employees?

20 A: Yes, ma'am.

21 Q: Okay. And with respect to Human Resources, you're
22 familiar with Patrick Owens; is that correct?

23 A: Yeah, I sure am.

24 Q: Okay. And when you had issues with anything regarding
25 pay or pay increases, you would talk to Patrick Owens, would

1 you not?

2 A: I would.

3 Q: Yes. And in fact, Patrick Owens would be the one person
4 in Horry County that would know more about compensation,
5 grades and steps than anyone else; would you agree with that?

6 A: Yes, ma'am.

7 Q: Okay. And you would also agree that Patrick Owens would
8 know a lot more about grades, employees' grades and the steps
9 they're in than Matthew Smith that worked for you?

10 A: Yes, ma'am. Patrick was the final authority on that
11 issue.

12 Q: Okay. Thank you. You testified just a few minutes ago
13 that you had a meeting with Patrick Owens, Paul Whitten,
14 yourself; do you recall that meeting?

15 A: Yes, ma'am.

16 Q: Okay. Was anyone else present at that meeting?

17 A: There were, I'm trying to -- there was a girl from
18 Finance, I can't remember her name, off of it. Mr. Whitten
19 was late to that meeting. I believe Denise Hagemeyer might
20 have been in it, but I can't tell you a hundred percent.

21 Q: And the purpose of that meeting was basically to discuss
22 propay issues?

23 A: Yeah, I was trying to understand the history and figure
24 out what was actually going on with it and they were
25 explaining it to me.

1 Q: And that was what in about 2013 or ---

2 A: 2013 early, maybe 2014 early; I'm not exactly sure.

3 Q: And in that meeting, did Mr. Paul Whitten and Patrick
4 Owens show you how -- how the dollar amounts were arrived for
5 the propay?

6 A: Mr. Whitten, when he came in, yeah, went through with
7 what he had originally done.

8 Q: Okay. Did he -- did he apply a formula to or do you
9 recall the formula?

10 A: He did and that's the one I've explained later when I
11 explained to everybody at the end, the one that Mr. Whitten
12 told me.

13 Q: Okay. And at that meeting, Mr. Whitten told you that the
14 salaries that your current -- that these firemen were
15 receiving, the Plaintiffs, are correct from Horry County?

16 A: Not exactly.

17 Q: Okay. What did he say?

18 A: He said this is the way the system is supposed to work.
19 He laid out what happened with promotions and all. And my
20 understanding, which could be wrong, my understanding at that
21 meeting was Finance was then gonna go back and look and finish
22 their audits.

23 Q: Okay.

24 A: And at a later date, I was explained that Finance had --
25 the audit had been done and it showed that we did not owe them

1 anything.

2 Q: Okay. And so the ultimate outcome from your meetings and
3 the audit were that none of the Plaintiffs are owed any
4 monies, they have received all the wages they're entitled to
5 receive; isn't that correct?

6 A: That's what I was told, yes, ma'am.

7 Q: Okay. And you were told that by Paul Whitten?

8 A: I can't remember exactly whether it was Paul or whether
9 it was Patrick or whether it was the lady in Finance that
10 actually did the audit.

11 Q: Okay.

12 A: But somebody in authority that had looked at it, yes,
13 ma'am.

14 Q: Now, with respect to propay, you agree that is -- that's
15 more like a bonus; isn't that correct?

16 A: Yeah, I guess you could look at it that way.

17 Q: And it sort of out -- the propay is outside of the normal
18 pay system?

19 A: Apparently, yes, ma'am.

20 Q: Okay. And the propay, the \$7500 was provided to firemen
21 with paramedic certificates; is that correct, do you recall
22 that?

23 A: I think it was after they were cleared to actually
24 operate. They had to have the certificate, but they also had
25 to be able to practice ---

1 Q: Okay.

2 A: --- which were two different things.

3 Q: And you agree or do you remember that these gentlemen
4 were in Grade 17 before propay?

5 A: That happened before I got there.

6 Q: Okay.

7 A: So I really couldn't explain it to you at all.

8 Q: Okay. Thank you. But based upon your understanding from
9 Paul Whitten and Patrick Owens, these three gentlemen, excuse
10 me, all the Plaintiffs received every dollar they were
11 entitled to receive from the County?

12 A: Yes, ma'am.

13 Q: Okay. No further questions. Thank you.

14 REDIRECT EXAMINATION OF FREDERICK CARLTON CROSBY, II BY MR.

15 PORTER:

16 Q: Mr. Crosby, it wasn't explained to you in a way that you
17 can sit here and explain why everything is okay; is that
18 correct?

19 A: No, that's correct, yes, sir.

20 Q: And you were told it had to do with an alternative
21 minimum salary?

22 A: I was told that's why our calculations were off, that
23 there was an alternative minimum salary that Mr. Whitten had
24 in Public Safety to maintain a quality across police, fire and
25 all that and so their max calculations had started at the

1 wrong place.

2 Q: Okay. And while you were Fire Chief, you often acted, I
3 believe you told us, as a liaison between that administration
4 and the firefighters?

5 A: Yes, sir.

6 Q: And the firefighters, in your experience, should look up
7 and listen to their Fire Chief, correct?

8 A: Yes, sir.

9 Q: Nothing further.

10 MS. GOLDING: I have nothing further, Your Honor.

11 THE COURT: You may step down. Thank you.

12 A: Thank you, sir. Do I stay, Your Honor, or may I leave?

13 THE COURT: Do you have any need for him ---

14 MS. GOLDING: I do not; thank you.

15 THE COURT: You are released from your subpoena. Thank
16 you.

17 A: Thank you, sir.

18 MR. PORTER: Thank you, sir.

19 The Plaintiff will call David Todd.

20 CLERK: Raise your right hand and place your left hand on
21 the Bible.

22 DAVID JACK TODD, II, HAVING BEEN SWORN

23 TESTIFIES AS FOLLOWS:

24 CLERK: Thank you. Please state your name for the Court.

25 MR. TODD: David Jack Todd, II.

1 DIRECT EXAMINATION OF DAVID JACK TODD, II BY MR. PORTER:

2 Q: David, will you tell us a little bit about yourself,
3 where you're from, what do you do, et cetera?

4 A: My name is David Todd. I live here in Conway. I've been
5 married for twenty-nine years. I have two daughters. I've
6 been employed with Horry County since April of 1989.

7 Q: Where does your wife work?

8 A: She's a nurse at Grand Strand Regional Medical Center.

9 Q: Where do y'all live in Horry County?

10 A: We live out on Pee Dee Highway about seven miles from
11 Aynor.

12 Q: Are you involved in the community?

13 A: Yes, sir. I'm a member of the Volunteer -- Aynor
14 Volunteer Rescue Squad, and I attend church at Antioch
15 Methodist Church.

16 Q: When did you first start -- well, let me get -- when did
17 you start working for Horry County?

18 A: It was April 8th, 1989.

19 Q: What were you doing before that?

20 A: After graduation from Aynor High School, I joined the
21 Navy, and I started with the County directly after being
22 discharged from the Navy.

23 Q: What did you do in the Navy?

24 A: I was a hospital corpsman.

25 Q: Did you return to the Navy after starting with the

1 County?

2 A: Yes, sir. I got recalled to Operation Desert Storm in
3 1990.

4 Q: What position were you originally in in Horry County?

5 A: I was hired as an EMT.

6 Q: Do you presently hold a certificate to be an EMT?

7 A: Yes, sir.

8 Q: Do you hold any other certificates sitting here today?

9 A: I have various certificates that I have to maintain to be
10 a paramedic, such as Advanced Cardiac Life Support, Trauma,
11 Life Support and Pediatric.

12 Q: Do you also have any national certificates or
13 certificates related to firefighting?

14 A: Yes, sir. I'm a nationally certified Firefighter I and
15 II and a Wildland Firefighter.

16 Q: What were your work hours as an EMT?

17 A: Twenty-four on, forty-eight off.

18 Q: How often would you get pay increases starting in '89?

19 A: When the County Council would vote for a cost of living
20 and the paygrade, it was a two percent every year step.

21 Q: Would you get -- okay, you mentioned steps. So would you
22 also get step increases?

23 A: Yes.

24 Q: How often do you remember those being up until 2008?

25 A: We received them every year.

1 Q: Is there a year between 1989 when you came on and 2008
2 that you don't recall receiving a step increase?

3 A: No, sir.

4 Q: And just so we have the math right, 1989 to 2008, that's
5 nineteen years?

6 A: I think so, yes.

7 Q: Now at some point, did you become a firefighter as well
8 as a paramedic?

9 A: Yes, sir, we merged EMS and the Fire Department merged in
10 2001 and that's when I became a firefighter.

11 Q: What grade would you have been in if you know as a
12 firefighter/paramedic?

13 A: We were at a Grade 17.

14 Q: Were you on a grade and step schedule?

15 A: Yes, sir.

16 Q: As a firefighter/paramedic, did your schedule alternate?

17 A: It did.

18 Q: Tell me about your day-to-day duties?

19 A: We were responsible for making sure all of our equipment
20 is working properly, running calls, responding to calls,
21 paperwork. We also provide education to local churches and
22 schools about fire safety.

23 Q: Based on your years of service, how many steps would you
24 have had in 2008?

25 A: In '08, I should've been at Step 18.

1 Q: Who was the Fire Chief in 2008?

2 A: Chief Gary Alderman.

3 Q: Were you still in the 17 Grade group?

4 A: Yes, sir.

5 MR. PORTER: I beg the Court's indulgence.

6 Are we at fourteen, ma'am?

7 COURT REPORTER: We're at fifteen.

8 BY MR. PORTER:

9 Q: Do you recognize the document I've placed before you?

10 A: Yes, sir.

11 Q: And what is this document?

12 A: It's my Statement of Wages.

13 MR. PORTER: Your Honor, at this time, I'd move that
14 David Todd's Statement of Wages be entered as Exhibit Fifteen,
15 Plaintiff's Exhibit Fifteen?

16 MS. GOLDING: No objection.

17 THE COURT: Without objection.

18 PLAINTIFF'S EXHIBIT NUMBER FIFTEEN

19 ADMITTED INTO EVIDENCE

20 BY MR. PORTER:

21 Q: Now this Statement of Wages just says 17; is that
22 correct?

23 A: Yes, sir.

24 Q: Were you still working an alternating schedule as of that
25 time?

1 A: Yes, sir.

2 Q: Were you still in a 17 Grade group?

3 A: Yes, sir.

4 Q: Did that change in 2008?

5 A: It did.

6 Q: Did that change with the propay stuff we've been talking
7 about today?

8 A: It did.

9 Q: And let me summarize what others have said about propay
10 and ask if that is consistent with your understanding. You
11 would be dropped two grades, you would add 7500 and you
12 wouldn't lose any steps?

13 A: That's correct.

14 Q: Do you have Exhibit One in front of you?

15 A: Yes, sir.

16 Q: Can you tell us what Exhibit One is?

17 A: It's a paygrade file system.

18 Q: How about this? Have you seen the document I'm holding
19 up?

20 A: Yes, sir.

21 Q: Can you tell us what it is?

22 A: It was a memo that Chief Alderman sent out to everyone
23 describing how the transition would work.

24 Q: Did you understand the description as explained by Chief
25 Alderman?

1 A: Yes, sir.

2 Q: Was it consistent with your understanding of how propay
3 was supposed to work?

4 A: Yes, sir.

5 Q: Was your salary what you expected it would be after the
6 switch?

7 A: It was not.

8 Q: Did you maintain all of your steps as you understand them
9 after the switch?

10 A: No, I didn't.

11 Q: What did you do about that?

12 A: I started with my Station Captain and followed the chain
13 of command and ---

14 Q: Let's talk about that. Why did you follow the chain of
15 command?

16 A: The chain of command is very important to our service.
17 It's -- it's what we're taught how to handle any kind of
18 situation that needs to be addressed.

19 Q: And who were you taught that by?

20 A: From the Chief all the way down.

21 Q: And what was your result in following the chain of
22 command?

23 A: My Battalion Chief told me that it was being looked into.

24 Q: Did you rely on that Battalion Chief in waiting for it to
25 be resolved?

1 A: Yes.

2 Q: What is the next thing you heard about propay, perhaps --
3 let me just ask you. What's the next thing you heard about
4 propay after bringing this up to the chain of command?

5 A: I requested a meeting with Chief Crosby, me and Mr.
6 Doyle, and I met with him in his office and discussed with him
7 the issue. And he said that he was new and he was looking
8 into it and he would fix it.

9 Q: Said he would fix it? Was it ever fixed?

10 A: No, sir.

11 Q: Were you ever told, perhaps, by Battalion Chiefs that you
12 should be expecting a raise?

13 A: Yes, sir, I was told on two different occasions.

14 Q: Name those Battalion Chiefs.

15 A: Chief Justin Gibbins and Chief Matthew Smith both told me
16 that my pay would be fixed.

17 Q: Whenabouts did you meet with Mr. Crosby, was that after
18 he came on in 2013, 2013?

19 A: Yes, sir.

20 Q: What's the next concrete thing you heard about propay?

21 A: The video that he put out on YouTube.

22 Q: Okay. And in that video, did he say your salary was
23 gonna be fixed?

24 A: No, sir.

25 Q: Did he say everything was okay?

- 1 A: He said the way it had been explained to him.
- 2 Q: Did he explain it to y'all?
- 3 A: It didn't address our situation.
- 4 Q: Did he mention something about an alternative minimum
5 salary?
- 6 A: I think he did.
- 7 Q: If you'll pull up what you were looking at earlier, which
8 is Exhibit Five, and tell me if you recognize the document?
- 9 A: Yes, sir.
- 10 Q: What is it?
- 11 A: It's a paygrade file.
- 12 Q: What's the date of it?
- 13 A: April 2nd, 2008.
- 14 Q: Is that right after propay?
- 15 A: Right after.
- 16 Q: Okay. And we were looking at your Statement of Wages
17 earlier; can you pull that back up? Tell me what was your pay
18 before this change?
- 19 A: \$42,006.95.
- 20 Q: And what your pay after this change?
- 21 A: 46,143.71.
- 22 Q: Was that after 7500 was added?
- 23 A: Yes.
- 24 Q: Was your base pay lower or higher after the transition?
- 25 A: It was lower.

1 Q: Does Page 3 of the pay scale I've shown you match what
2 I'm holding up right here?
3 A: Yes.
4 Q: Tell me how many years of experience you have in this
5 general time frame again?
6 A: 2008 was eighteen years.
7 Q: And what was your pre-propay change, your pre-propay pay?
8 A: \$42,006.95.
9 Q: Would that have fallen in between Step 18 and 19 on Grade
10 17(A) where I've just marked your initials?
11 A: Yes, sir.
12 Q: And you had been there eighteen to nineteen years?
13 A: Yes, sir.
14 Q: How do we get your post propay base pay from your post
15 propay salary?
16 A: You subtract the 7500 to get the base pay.
17 Q: Does 38,643.71 sound right?
18 A: Yes, sir.
19 Q: Does that number fall in between Step 12 and Step 13 ---
20 A: Yes, sir.
21 Q: --- of Grade 15? Now let's look at the Matt Smith email,
22 Exhibit Nine. In the middle email from Matt Smith, how does
23 it say we calculate your step?
24 A: We take your date hire, place you in Grade 15 with your
25 steps for the number of years you've been here and add \$7500

1 for propay.

2 Q: And based on your number of years of service, would we
3 have been in between Step 18 and 19 of Grade 15?

4 A: Yes, sir.

5 Q: A range of 42,117.61 to 42,736.99?

6 A: Yes, sir.

7 Q: And to calculate your post propay salary, would we add
8 7500 to that figure?

9 A: Yes, sir.

10 Q: To calculate the amount you claim you're due, would we
11 subtract what you got from that figure with 7500 added to
12 receive the difference?

13 A: That's correct.

14 Q: That'd be subtracting 49,617.61 from what you got?

15 A: Yes.

16 Q: Or subtract what you got from that, and wouldn't we
17 receive approximately 34,703.88 salary per year?

18 A: Yes, sir.

19 Q: Were you of the belief you were gonna get full credit for
20 your years of service with this propay?

21 A: Yes, sir, I was.

22 Q: Did you?

23 A: I did not.

24 Q: Nothing further. Thank you.

25 CROSS EXAMINATION OF DAVID JACK TODD, II BY MS. GOLDING

1 Q: Now, Mr. Todd, it's my understanding that you've never
2 been employed in Human Resources; is that correct?

3 A: No, ma'am.

4 Q: Okay. That is correct, you've not?

5 A: Yes, ma'am, I have never been.

6 Q: Thank you. And it's my understanding you have no
7 training in Human Resources, you have no certificates or
8 degrees in that regard; is that correct?

9 A: No, ma'am.

10 Q: Okay. That is correct?

11 A: Yes, ma'am; I do not.

12 Q: That's all right. Thank you. And you've never been
13 involved as far as been assigned to set salaries or anything
14 like that of people?

15 A: I haven't.

16 Q: With regard to the knowledge of Human Resources
17 activities, would you normally go to Human Resources to find
18 out information with regard to pay wages and salaries?

19 A: No, ma'am.

20 Q: And have you been to Human Resources and talked to
21 Patrick Owens about your wage statement that you signed in
22 April of 2008?

23 A: No, ma'am.

24 Q: Okay. Did anybody prevent you to go to Patrick Owens,
25 set a time to talk to him and say let me ask you questions?

1 A: Well, if we follow our chain of command, we're not
2 allowed to, to go that high up. We have to start at the
3 beginning and then it gets passed up to him.

4 Q: Well, Patrick Owens is another department. Your chain of
5 command is in your Fire Department; is that right?

6 A: Yes, ma'am.

7 Q: Okay. Patrick Owens is not in your chain of command, is
8 he, in your Fire Department?

9 A: No, ma'am.

10 Q: Okay. And so you weren't prevented by anybody to go to
11 Human Resources and talk to Patrick Owens, were you?

12 MR. PORTER: Asked and answered, Your Honor.

13 THE COURT: I'll allow it.

14 MR. PORTER: Thank you.

15 A: Repeat the question. please.

16 BY MS. GOLDING:

17 Q: You were not prevented by anyone to say, to go to Patrick
18 Owens and talk to him about your statement of wage that you
19 signed?

20 A: I can only say that I was -- I have been told to follow
21 my chain of command to handle any kind of situation that
22 arises and not to go -- not to call anybody directly about
23 anything like that.

24 Q: With regard to the statement of wage that you signed, do
25 you still have that in front of you, Exhibit Fifteen?

1 A: Yes, ma'am.

2 Q: Okay. Now again, on Exhibit Fifteen, this was filled out
3 when it was given to you in April of 2008 to sign; is that
4 correct?

5 A: Yes, ma'am.

6 Q: Okay. And on Exhibit Fifteen, it has your current rate
7 as Grade 17?

8 A: Yes, ma'am.

9 Q: Okay. Do you -- are you familiar with grades and who --
10 what employees are in what grades?

11 A: I'm familiar with mine.

12 Q: Only your grade?

13 A: Yes, ma'am.

14 Q: Okay. How about steps, are you familiar with the process
15 of steps that are in Horry County?

16 A: I'm familiar as it applied to me.

17 Q: Okay. But as to the whole process with grades and steps
18 for employees in Horry County, you generally have no
19 understanding of that; is that correct?

20 A: Only what the County put out as a list that I have
21 knowledge of the list that I could look at for the grades and
22 steps. Other than that ---

23 Q: Thank you. Now the current grade that you had on in
24 April of 2008 was 17; is that correct?

25 A: Yes, ma'am.

1 Q: And that's what the document says, Exhibit Fifteen, it
2 has Grade 17?
3 A: Yes, ma'am.
4 Q: It doesn't have Grade 17(A), does it?
5 A: No, ma'am.
6 Q: Do you know what employees are in Grade 17(A)?
7 A: I don't.
8 Q: No. So when your -- when your attorney just asked you on
9 direct examination about Grade 17(A), that's not your grade,
10 is it?
11 A: It's not what they put on this list, but it corresponds
12 with -- our pay corresponds with what was in that grade.
13 Q: But you've never been told you've been in -- you're in
14 Grade 17(A), have you?
15 A: No, ma'am.
16 Q: Okay. Well, my understanding is when you signed Exhibit
17 Fifteen in April of 2008, you were disappointed at that time
18 as to your pay increase?
19 A: Disappointed?
20 Q: Yes, sir.
21 A: I didn't think that it was correct the way it had been
22 explained to me that -- how it was supposed to happen.
23 Q: So in April of 2008, you knew, at least in your mind that
24 you weren't getting paid what you thought you should've gotten
25 paid; is that correct?

1 A: Yes, ma'am.

2 Q: Okay. One moment, Your Honor. No further questions,
3 Your Honor.

4 THE COURT: Redirect?

5 MR. PORTER: Very briefly.

6 REDIRECT EXAMINATION OF DAVID JACK TODD, II BY MR. PORTER:

7 Q: Your position in 17(A) matches perfectly your years of
8 service?

9 A: Yes.

10 Q: As it does with Neil, Timmy or -- excuse me -- we haven't
11 heard from Timothy -- Neil, T.J. and Ricky, who we've heard
12 from; is that correct?

13 A: Yes, sir.

14 Q: Your schedules all alternated; is that correct?

15 A: Yes, sir.

16 Q: Regardless of all that, if we use how Matt Smith
17 described propay, we're still looking at your years of service
18 in Grade 15; is that correct?

19 A: That's correct.

20 Q: Thank you, sir.

21 MS. GOLDING: Nothing further, Your Honor.

22 BY THE COURT:

23 THE COURT: You may step down. Thank you.

24 You have a couple more witnesses, I believe, or one more?

25 MR. PORTER: But this one may be longer than the last

1 two.

2 THE COURT: Well it's before noon, so I'm gonna have Mr.
3 Ropp take this Jury out and let them go to lunch.

4 Please return about 1:30. And I advise you again not to
5 discuss the case or allow anyone to discuss it with you or
6 seek any other information. Thank you.

7 (REPORTER'S NOTE: Jury exits courtroom.)

8 THE COURT: All right. Let's break for lunch. Be back
9 at 1:30. I would ask you, I think Elizabeth tells me that you
10 had some request for charges or proposed charges. Please hand
11 them up. I don't know whether you're familiar with my
12 policies are not. Ms. Golding probably is, but I always
13 provide the Jury with a written transcript of my charge.
14 Okay?

15 MR. PORTER: Yes, Your Honor.

16 THE COURT: Okay.

17 (RECESS.)

18 *****OFF THE RECORD*****

19 (On the Record.)

20 THE COURT: The Jury says they're ready. Okay.

21 (REPORTER'S NOTE: Jury enters courtroom.)

22 MR. PORTER: The Plaintiff calls Timothy Lee.

23 CLERK: Raise your right hand.

24 TIMOTHY MARSHALL LEE, JR. HAVING BEEN DULY

25 SWORN TESTIFIES AS FOLLOWS:

1 CLERK: Thank you. State your name for the record
2 please.

3 MR. LEE: Timothy Marshall Lee, Jr.

4 COURT REPORTER: You've got to speak out.

5 MR. LEE: Timothy Marshall Lee, Jr.

6 COURT REPORTER: Thank you.

7 DIRECT EXAMINATION OF TIMOTHY MARSHALL LEE, JR BY MR. PORTER:

8 Q: Timothy, please introduce yourself to the Jury and tell
9 us a little bit about who you are, where you're from, et
10 cetera?

11 A: I name is Timothy Marshall Lee, Jr. I'm originally from
12 Conway, born and raised here. After high school, I went to
13 work for Horry County EMS and that was in 1997. I am married
14 now with two kids.

15 Q: Where does your wife work?

16 A: She works for Conway National Bank.

17 Q: Where do y'all live here?

18 A: In between Aynor and Conway.

19 Q: Are you involved in the community?

20 A: Yeah, I'm an assistant football coach at Aynor High
21 School and I also coach Little League baseball in Aynor.

22 Q: When did you start working for Horry County again?

23 A: October of 1997.

24 Q: What position did you originally hold? Was it EMT you
25 told us?

- 1 A: EMT, yeah.
- 2 Q: Do you presently hold your EMT certificate?
- 3 A: Yes, I do.
- 4 Q: Do you have any other educational background?
- 5 A: Yes, I have an accounting degree from Liberty University.
- 6 Q: How were your work hours as an EMT?
- 7 A: Twenty-four, forty-eight.
- 8 Q: How often would you get pay increases?
- 9 A: Every year we'd get the two percent step increase.
- 10 Q: Were you ever promoted from EMT?
- 11 A: Yeah, in 2007 I completed the paramedic program and was
12 promoted to firefighter/paramedic.
- 13 Q: At that time, would you have been working for the Fire
14 Rescue Department?
- 15 A: Yes.
- 16 Q: Have you maintained both your paramedic and your
17 firefighter certification since you received it?
- 18 A: Yes, I have.
- 19 Q: Were you on a salary schedule with respect to both your
20 grade and your step?
- 21 A: Yes.
- 22 Q: Is it your understanding that you received step increases
23 each year?
- 24 A: Yes, I have.
- 25 Q: Until 2008?

- 1 A: Until the economy took a dive and they had to cut it out.
- 2 Q: Do you recall a year between when you came on in 2008
3 when you didn't receive a step increase?
- 4 A: No, I don't.
- 5 Q: Who was the Fire Chief in 2008?
- 6 A: That would be Gary Alderman.
- 7 Q: Did anything change with respect to your pay in 2008?
- 8 A: Yes, they implemented propay salary standard, I guess is
9 what they would call it.
- 10 Q: Just to summarize how that was supposed to work or as
11 your understanding, you were to be dropped two grades, add
12 7500 and not lose any steps; is that correct?
- 13 A: Correct, because the firefighter/EMTs were being brought
14 up two steps or being brought up one step and keeping their
15 steps and we were supposed to do the same.
- 16 Q: Have you seen this document before?
- 17 A: Yes, I have.
- 18 Q: Can you tell us what it is?
- 19 A: It is a memo from Chief Gary Alderman trying to explain
20 they were implementing the propay.
- 21 Q: Was this explanation of propay consistent with your
22 understanding of propay?
- 23 A: Yes.
- 24 Q: Were you confused about this letter in any way?
- 25 A: No.

- 1 Q: Was what you received post-pay what you anticipated
2 receiving post propay?
- 3 A: No, it wasn't.
- 4 Q: Was the issue that your base pay had been reduced more
5 steps than you anticipated?
- 6 A: Correct.
- 7 Q: Was your base pay to propay -- was your base pay propay
8 on par with your years of experience?
- 9 A: No, no, it wasn't.
- 10 Q: Tell me what you did about that.
- 11 A: Several of us communicated and realized, hey, something's
12 not right with our pay, went through our chain of command to
13 let them know that something was wrong and we'd like to have
14 somebody look at it and from there on, I don't know what
15 happened to it.
- 16 Q: What about you personally, did you contact HR?
- 17 A: No, I didn't. Well, I did in 2014, personally contact
18 them after I was told everything was taken care of.
- 19 Q: We'll talk about that in a minute. Let me ask you what
20 was the first concrete thing the Chief said about propay?
- 21 A: Right after Chief Crosby came on in 2000, late 2013,
22 early 2014, I'm not sure exactly the date, he came in and said
23 they were working on it. We saw the minutes from the meeting
24 earlier that said it was taken care of.
- 25 Q: Now what's the next thing you heard out of Chief Crosby

1 about that?

2 A: Summer of 2014, he issued that video that said everything
3 was done, everybody was paid right, if y'all have any
4 questions, contact Human Resources.

5 Q: Did you contact Human Resources?

6 A: Yes, I knew that everybody else was sending emails, so I
7 wanted to talk to somebody. So, I called Katie Badgett
8 personally and had her put my name on the list to speak with
9 Patrick Owens.

10 Q: When did Patrick Owens meet with you?

11 A: I never did get to meet him.

12 Q: When were you called to set up that meeting by Katie
13 Badgett and Patrick Owens?

14 A: I never was returned a call or anything.

15 Q: And this was in what year?

16 A: Late 2014.

17 Q: And your testimony is multiple people were requesting
18 these meetings?

19 MS. GOLDING: Your Honor, I'm gonna make an objection.
20 He can't testify to multiple people. That's simply hearsay.

21 MR. PORTER:

22 Q: Do you have personal knowledge that multiple people made
23 these complaints?

24 MS. GOLDING: Well, that would be also hearsay.

25 THE COURT: Again, that's not before this Court.

1 MR. PORTER: I can move on from that.

2 THE COURT: Okay.

3 BY MR. PORTER:

4 Q: Have you see this document before?

5 A: Yes, I have.

6 Q: Can you identify it?

7 A: It's the Horry County Government Statement of Wages for
8 myself.

9 MR. PORTER: Your Honor, at this time, I'd move that
10 Timothy Lee's Statement of Wages be introduced as Plaintiff's
11 Exhibit Sixteen.

12 THE COURT: Ms. Golding?

13 MS. GOLDING: No objection.

14 THE COURT: Without objection.

15 PLAINTIFF'S EXHIBIT NUMBER SIXTEEN

16 ADMITTED INTO EVIDENCE

17 COURT REPORTER: Plaintiff's Sixteen.

18 BY MR. PORTER:

19 Q: Do you have Exhibit Nine in your stack?

20 A: Yes.

21 Q: Tell me what Exhibit Nine tells you about how propay is
22 supposed to operate?

23 A: Matthew Smith stated that we take your date of hire,
24 place you in Grade 15 with your steps for the number of years
25 you've been here and add 7500 for propay.

1 Q: In principal, do we even have to look at this whole 17 or
2 17(A) thing or we can we just look at your years of service
3 and calculate whether or not that was what you got after
4 propay based on what you just read?
5 A: Yes, that's all we have to do.
6 Q: All right. Let's just do that. How many years of
7 service did you have as of 2008?
8 A: At that time, it would have been right around between
9 nine, ten, ten, eleven.
10 Q: What was your post propay salary? And you can look at
11 that Statement of Wages sheet.
12 A: \$41,428.19.
13 Q: Can you tell us how we get to your base pay based on that
14 salary?
15 A: Subtract \$7500.
16 Q: Does 33,928.19 sound right to you?
17 A: Yeah, without doing the math, yeah.
18 Q: Okay. Can you tell me how that falls on Grade 15 as a
19 base salary?
20 A: What did you say the amount was?
21 Q: 33,928.19?
22 A: That would fall between a Step 4 and a Step 5. Yeah.
23 Q: Okay. If we're ignoring this whole 17, 17(A) thing, can
24 we still figure out whether or not you've got what Matt Smith
25 said you should in that letter?

1 A: Yeah, we can figure that out.
2 Q: How do we do that?
3 A: Take the years of service I had on -- put me in Paygrade
4 15 on that step, then add 7500.
5 Q: Can you come show us how you would do that on this chart?
6 Permission for the witness to approach, Your Honor?
7 THE COURT: Certainly.
8 COURT REPORTER: Speak out loud, too.
9 Q: How many years had you been there?
10 A: Nine, between nine and ten.
11 Q: Okay. And tell us and what nine is as well as we'll look
12 at the other chart to see what ten is?
13 A: Nine, Step 9 at Paygrade 15 would be 36,543.22.
14 Q: Will you mark beside that? Will you mark beside ten and
15 tell us what ten is?
16 A: Ten is 37,162.60.
17 Q: Okay. And would your propay be added to a number within
18 that range?
19 A: Yes.
20 Q: To arrive at your total pay?
21 A: Yes, it would.
22 Q: And would this be the easiest way to figure out what
23 you're claiming you're owed, subtract that total number,
24 subtract what you got from that total number?
25 A: Correct.

1 Q: Could we do this -- you've been in here for Ricky
2 Gibbins, you've been in here for David Todd, for everyone else
3 -- could we do this for those gentlemen?

4 A: Yes.

5 Q: What would we do, for instance, here's David Todd in
6 Grade 15 at Step 18, 19. Here's David Todd in Grade 15 where
7 he actually ended up, Step 12, 13.

8 A: You would take the 42,117.61 and subtract 39,020.73 from
9 it.

10 Q: At the end of the day, if we take Matt Smith's word for
11 it and does this 17 versus 17(A) dispute even matter?

12 A: No.

13 Q: Okay. You may be seated. Using the numbers you gave me
14 as your particular difference and I believe those numbers are
15 44,662.60 and we subtract from that what you got, can you read
16 that to the Court?

17 A: 41,428.19.

18 Q: And the difference would result 3,234.41; does that sound
19 appropriate?

20 A: Yes.

21 Q: Was it your belief that you were gonna get full credit
22 for each year you'd been there as a step?

23 A: Yes.

24 Q: Was that belief based on what you've heard from your
25 Chiefs, your Battalion Chiefs as well as what they wrote in

1 Matt Smith's email and the Alderman letter?

2 A: Yes, it is.

3 Q: Did that happen?

4 A: No, it didn't.

5 Q: Nothing further.

6 MS. GOLDING: May it please the Court?

7 THE COURT: Yes, ma'am.

8 CROSS EXAMINATION OF TIMOTHY MARSHALL LEE, JR. BY MS. GOLDING:

9 Q: Mr. Lee, I heard you testify on direct that you received
10 a degree in accounting?

11 A: Yes, ma'am.

12 Q: And when did you receive that?

13 A: 2014 was my graduation date.

14 Q: And since you received that degree, have you done any
15 work as an accountant?

16 A: Yes, ma'am, I have.

17 Q: Okay. And where have you worked?

18 A: I have worked for Betty Benton Bookkeeping and Taxes for
19 all through the whole time I was getting it and up until now
20 I'm still working for her.

21 Q: Okay. So you have an extra job?

22 A: Yes, ma'am.

23 Q: Okay. Good. Have you got your CPA license?

24 A: No, ma'am, I have not got my CPA license as of yet.

25 Q: Now, with respect to your work, that has been -- you've

1 been with Horry County how many years?
2 A: At this point, I'm starting my twentieth year.
3 Q: Twenty years with Horry County?
4 A: Yes, ma'am.
5 Q: And over those twenty years, you've been in Public
6 Safety?
7 A: Yes, ma'am.
8 Q: Okay. And you've never worked in the Human Resources
9 Department, have you?
10 A: Not for Horry County, no.
11 Q: Okay. And you also -- you don't have any degrees or
12 certificates in Human Resources, do you?
13 A: No, ma'am.
14 Q: And you don't have any type of knowledge with regard to
15 the grade setting or how employees are placed in certain
16 grades in Horry County, do you?
17 A: Not from other than what I've been told.
18 Q: Right. And you don't have any personal knowledge as to
19 how a person gains steps and what steps they're placed in, do
20 you?
21 A: Other than where they used to tell us we'd get two
22 percent every year on that step, that's the salary thing.
23 Q: Okay. But as far as actually where employees are and
24 their grades or in their steps, you really don't have any
25 personal knowledge of that, do you?

1 A: I don't never check anybody else's.

2 Q: And you've never been involved with trying to establish
3 and formulate grade systems and step systems, have you?

4 A: We -- not really step systems, but we do do some payroll
5 for other companies so we have to figure out where they're
6 supposed to be at.

7 Q: But not step systems like Horry County?

8 A: No, ma'am, not exactly like this.

9 Q: Okay. With regard to Patrick Owens, you know he's the
10 Director of HR; is that correct?

11 A: Yes, ma'am.

12 Q: Okay. And you've known he's been the Director of HR for
13 at least the last ten years, have you not?

14 A: He's been -- I know he's been here since I've been here.

15 Q: Okay. And you will agree that he is far more
16 knowledgeable about employment matters of Horry County than
17 you are, would you not agree with that?

18 A: I would hope he would be.

19 Q: Okay. Good. And you would agree that his knowledge with
20 regard to grades, employees and grades and steps would be far
21 more than your knowledge; is that correct?

22 A: Should be.

23 Q: And you indicated that you said you sent a message to Mr.
24 Owens to meet with him?

25 A: We were told to contact Human Resources, so I just -- I

1 was at the phone at the time so I called Katie Badgett and put
2 my name on a list.

3 Q: Okay. And that was you said in late 2014 that you made a
4 call to meet with Mr. Patrick Owens?

5 A: I believe -- it was after the video came out from Chief
6 Crosby?

7 Q: And I think you said on direct examination that was late
8 2014 you made that request?

9 A: I believe that's when it was.

10 Q: And you made that request -- was that request at the same
11 time you filed this lawsuit on December 11, 2014?

12 A: No, it was right before that.

13 Q: Just right before?

14 A: Yes, ma'am.

15 Q: And you're surprised that Mr. Owens didn't call you back
16 after you'd brought the lawsuit?

17 A: No, I was surprised he didn't call me before the lawsuit
18 was came.

19 Q: And at that point in time, you had an attorney; is that
20 correct?

21 A: When we -- when I sent the phone call, no, ma'am, not
22 yet.

23 Q: When you started the lawsuit. When you started the
24 lawsuit, you had an attorney; is that correct?

25 A: When we started the lawsuit, I had an attorney.

1 Q: Now talking about this Statement of Wages which is
2 Plaintiff's Exhibit Sixteen, you have that in front of you, do
3 you not?

4 A: Yes, ma'am.

5 Q: Okay. And on that Statement of Wages, this was -- you
6 signed it on April 18th of 2008?

7 A: Yes, ma'am.

8 Q: And when you signed this Statement of Wages, you knew
9 this came from the Human Resources Department for Horry
10 County?

11 A: Yes, ma'am.

12 Q: And it was filled out; it had your name, your grade, your
13 new salary, old salary?

14 A: Yes, it did.

15 Q: All that information on Exhibit Sixteen was filled out?

16 A: Yes, ma'am.

17 Q: And then you signed Exhibit Sixteen?

18 A: Yes, ma'am.

19 Q: And when you signed Exhibit Sixteen, you knew that this
20 signed document would go back to Human Resources and put in
21 your personnel file?

22 A: Yes, ma'am.

23 Q: Okay. And on Exhibit Sixteen, it has your Grade 17; is
24 that correct?

25 A: Correct.

1 Q: Okay. It doesn't have 17(A), does it?

2 A: No, ma'am, it doesn't.

3 Q: And it has your new salary on Exhibit Sixteen; is that
4 correct?

5 A: Correct.

6 Q: And since you signed Exhibit Sixteen on April 18, 2008,
7 you have received this exact salary, this new salary ever --
8 is that correct, from Horry County?

9 A: Yes, ma'am.

10 Q: So Horry County has paid you what it told you it would
11 pay you per Exhibit Sixteen; is that correct?

12 A: Yes, ma'am.

13 MS. GOLDING: One moment, Your Honor. Nothing else.

14 Thank you, Your Honor.

15 THE COURT: Counsel?

16 REDIRECT EXAMINATION OF TIMOTHY MARSHALL LEE, II BY MR PORTER:

17 Q: You may know from earlier or if you know from personal
18 experience, tell us. Do you know if Matt Smith was on the
19 original committee regarding propay?

20 A: Yes, as far as I know, he was.

21 Q: Using Matt Smith's calculations, the formula Matt Smith
22 gave you, is this whole 17 versus 17(A) squabble matter one
23 bit?

24 A: No, it doesn't.

25 Q: Thank you.

1 MS. GOLDING: Nothing further.

2 THE COURT: You may step down. Thank you.

3 Counsel?

4 MR. PORTER: The Plaintiff rests, Your Honor.

5 THE COURT: Very well. Mr. Ropp, please take the Jury to

6 the jury room for a few moments.

7 (REPORTER'S NOTE: Jury exits courtroom. The following takes
8 place outside the presence of the Jury.)

9 THE COURT: All right.

10 MOTIONS:

11 MS. GOLDING: Thank you, Your Honor.

12 Your Honor, the first thing before I make my motion for
13 directed verdict, I'd like to move to amend the answer to
14 assert the defense of South Carolina Torts Claim Act. I'm
15 sure it's absolutely necessary, but out of an abundance of
16 caution, I'd like to have that inserted as a defense, the
17 South Carolina Torts Claim Act.

18 THE COURT: Wait a minute. You're moving to amend your
19 answer to plead the South Carolina Torts Claims Act?

20 MS. GOLDING: That's correct.

21 THE COURT: And you would be pleading time to sue and
22 things of that nature?

23 MS. GOLDING: The two-year statute of limitation in South
24 Carolina.

25 THE COURT: I think you've pled that, but you want to

1 specifically plead the South Carolina ---

2 MS. GOLDING: I did plead the applicable -- a defense as
3 far as the applicable schedule of limitations, but I wanted to
4 go ahead and insert the South Carolina Torts Claim Act.

5 THE COURT: All right.

6 Counsel?

7 MR. PORTER: The Tort Claims Act would be an affirmative
8 defense. I believe that comes from the *Steinke* case, *Steinke*
9 *v. SCLLR*, which would have been required to have pled at the
10 beginning unless there's other just cause.

11 THE COURT: I think she's pled it. I think she's saying
12 she wants to specifically cite it in her answer, right?

13 MS. GOLDING: That's correct, Your Honor.

14 MR. PORTER: And the only thing I'd point out on that
15 front is the Payment of Wages Act, it's not under the Tort
16 Claims Act, it's a statutory remedy.

17 THE COURT: There's several statutes -- statutory periods
18 that may apply in this matter depending on how you look at it.

19 MS. GOLDING: That's correct, Your Honor. Yes, sir.

20 THE COURT: But I would allow that amendment. I think
21 it's clear you briefed it. We've been talking about it. You
22 bring your action under the Wage Act, I think bring it also
23 under the Tort Claims Act. I think it would survive under the
24 Tort Claims Act.

25 MS. GOLDING: I think you're correct, Your Honor.

1 THE COURT: Generally speaking, the State can only be
2 sued as permitted under the Tort Claims Act. I think, at
3 least in my view, that the Tort -- that the Wage Act creates a
4 civil remedy, a Civil Tort, which is permissible in my view.
5 I'll hear you on that if there's some dispute. I think it may
6 be permissible under the Tort Claims Act

7 MR. PORTER: If you look at the language of Payment of
8 Wages Act, I believe the very first definition describes a
9 public body as an employer. Payment of Wages is an
10 independent statutory remedy not subject to the Tort Claims
11 Act. I don't think it really matters in the end run.

12 THE COURT: I really don't. I think the only thing it
13 does is it ---

14 MR. PORTER: Two versus three years.

15 THE COURT: Yes. Yes. If there has been a claim.

16 MR. PORTER: As to quantum meruit and the claim, I think
17 the Tort Claims Act would be under that because those are
18 torts, but a statutory remedy, I don't think would be a torts
19 or legal cause of action.

20 THE COURT: I'm gonna allow it. I think we've been
21 talking about it, just in case. You say you're only bringing
22 it under the Wage Act, okay. But I think that it may also be
23 considered as a tort, which would be under the Tort Claims
24 Act.

25 MS. GOLDING: Your Honor, at this time I would like to

1 move on behalf of the Defendant for a directed verdict and I
2 would like to move for a directed verdict on to each cause of
3 action asserted by the Plaintiffs. The Plaintiffs assert
4 three causes of action. The first being violation of the
5 South Carolina Wage Payment Act; the second being promissory
6 estoppel; and the third being quantum meruit.

7 With respect to the Wage Act, Your Honor, and that's
8 codified in Section 41-10-10 et seq. This Wage Act is a
9 notice statute, which means that the Wage Act requires an
10 employer to notify the employee of their salary or of their
11 compensation.

12 THE COURT: Correct.

13 MS. GOLDING: In this case, Your Honor, we have the
14 Statement of Wages that were introduced for each of the
15 Plaintiffs.

16 THE COURT: All right. Let, let's get this clear. I
17 have not heard anything to indicate that the Statement of
18 Wages was deficit under the statute. Is that right, Counsel?

19 MR. PORTER: The violation at hand is the violation of
20 the payment provision, not the notice provision.

21 THE COURT: Okay. All right. So, the notice provision
22 is not an issue. Okay. That's a non-issue.

23 MS. GOLDING: That is a non-issue, Your Honor, except
24 that that is the only -- the notice of wages is the only basis
25 to sue the County on under the Payment of Wage Act in this

1 case.

2 THE COURT: They must pay what the statement says?

3 MS. GOLDING: Right. And each of the Plaintiffs, I
4 asked, did you receive the payment that the statement stated,
5 and each of them testified, yes, they did.

6 THE COURT: Well, let me talk to Mr. Porter about that.
7 Mr. Porter, you know, I heard that testimony. I heard it from
8 each and every Defendant. They acknowledged that they
9 received the Statement of Wages Act notice, and that it
10 contained existing salary, new salary, that it contained other
11 information such as what would be deducted. And the statute,
12 as I read the statute, does not require specific indication of
13 how much will come out for FICA, how much will come out for
14 insurance, but merely that those are items that will come out.
15 And as you said, there's no quarrel with the notice itself,
16 but isn't counsel correct that the remedy provided under the
17 statute requires that payment, or the wages stated in this
18 statement, must be paid. I mean, isn't that what the statute
19 ---

20 MR. PORTER: That would be a basis for a Payment of Wages
21 Act claim, but another basis would be, as we have here, well,
22 we say we're gonna pay you X and we don't. Now most what you
23 have there, what Ms. Golding has eluded to is an issue of fact
24 between two competing Statements of Wage. One on the sheet
25 she's eluded to, one on the Alderman letter, one on the Smith

1 email, one on everything these guys were told. Yes, if they
2 didn't pay them that exact amount that would be yet another
3 Payment of Wages claim, but no because they were paid that
4 exact amount and they were forced to sign this document, that
5 doesn't merely, at least not under any governing case law,
6 give rise to ---

7 THE COURT: Wait a minute, let's back up. Tell me who
8 was forced to sign the, the, the Statement of Wage form?

9 MR. PORTER: I believe ---

10 THE COURT: In what respect was someone forced to sign?

11 MR. PORTER: I believe their testimony was we had to.

12 Now, I'm not saying they had their arms twisted or a gun to
13 their head, anything like that. What I'm arguing, Your Honor,
14 is that a standard personnel document, yeah, that could be one
15 source of a Payment of Wages Act claim if that wasn't met, but
16 there's not authority out there to say that that's the only
17 potential source, at least not governing authority, which is I
18 think what would be required at this stage to throw this case
19 out on DV.

20 THE COURT: Well, the statute on the one hand says, okay,
21 you've got to tell them what they're paid. Okay. And you're
22 telling me that even though that is correct, you should -- you
23 should pay them another amount -- you're obligated to pay them
24 another amount? I'm losing you there somewhere. What's the
25 purpose of the notice if that's not ---

1 MR. PORTER: It's a separate provision, it has a separate
2 right of action. If you fail to give notice, you can be sued
3 for failure to give notice, but giving notice, does not
4 insulate one from Pay of Wages Act liability in a situation
5 like this where they're told this is what you're going to get.
6 And, you know, I don't think anybody would sit here and say
7 that -- that the way we got there is totally uncomplicated.
8 So, I mean, looking at the notice on day one without all the
9 facts and figures in front of you, yeah, you may not see it on
10 day one, but they were told you're gonna get X and they didn't
11 get Y. Now, Ms. Golding can argue well they were told they
12 were gonna get X or Z here, I guess to differentiate. But
13 just because they gave notice, it doesn't say in the Payment
14 of Wages Act, which a pure statutory proven claim that if you
15 give notice, you can't be sued. I don't think that's anywhere
16 in the language.

17 Am I answering your question? I'm aiming to.

18 THE COURT: Well, so it's your position that it may be
19 perfectly all right for an employer to state wages in the
20 notice, but he may be required to pay other -- some other
21 amount of wages by some ---

22 MR. PORTER: Yes, let's put it in this circumstance. I
23 hire you. I give you a Statement of Wages at hire that I'll
24 give you \$10 per hour. I give you a raise to \$13 an hour
25 without a notice.

1 THE COURT: Well, doesn't the statute say that if there's
2 a raise, no statement ----

3 MR. PORTER: Of notice is required.

4 THE COURT: --- of notice is required at all.

5 MR. PORTER: But by this argument then, if I still paid
6 you, let's say I paid you \$11 an hour and you sue me for a
7 Payment of Wages Act because the notice I gave you that said
8 ten, that claim could be dismissed, correct? I mean, I think
9 it could.

10 THE COURT: Let me hear from you, Ms. Golding?

11 MS. GOLDING: I didn't quite -- I don't think what ---

12 THE COURT: I didn't follow it and I was hoping you might
13 help me with that.

14 MS. GOLDING: Yeah. Your Honor, it's clear as at the
15 very beginning, the notice -- the Payment of Wage statute is a
16 notice statute. It says that, employer, you give notice to
17 the employee. In the case of *Carolina Alliance For Fair*
18 *Employers v. South Carolina Department of Labor, Licensing and*
19 *Regulation*, therein it stated that the LLR has interpreted the
20 Wage Act to require employers to pay only those wages set
21 forth in the terms of employment notice.

22 THE COURT: Well, as I recall that case, Counsel, the
23 *Carolina Alliance* case involved an incentive program that was
24 in place at some time and bonuses, incentives, whatever, the
25 Statement of Wages set out the base wages. The company

1 discontinued, Ms. Golding?

2 MS. GOLDING: Yes, sir, they discontinued.

3 THE COURT: They discontinued the incentive program.

4 MS. GOLDING: Correct.

5 THE COURT: All right. An action was brought by the
6 employees saying we didn't get all our pay because when we
7 were working, the Statement of Wages set out by our
8 employment, what we would be paid. Okay. But you also had in
9 addition to that, an incentive program and the incentive
10 program was followed for quite some time. But then the
11 company did away or adjusted, I cannot remember which one it
12 was ---

13 MS. GOLDING: Did away with it, I think.

14 THE COURT: --- perhaps, did away with the incentive
15 program, and once the incentive program is done away with,
16 they received no incentive. So all they got was what was
17 shown on the -- the Statement of Wages. Suit was brought, the
18 case was dismissed, I believe, at the directed verdict stage.
19 Now, in that case, the Court held as Ms. Golding, I think has
20 correctly pointed out, no compensation can be required other
21 than what is set out on the Statement of Wages. The fact that
22 the company may have changed its policy concerning incentive
23 is of no concern. They are only required to pay what's set
24 out on the Statement of Wages.

25 Now how does that square your argument, Counsel?

1 MR. PORTER: I think *Carolina* distinguished and I'll have
2 to pull the case to be sure, but I think it's distinguished on
3 the basis that the incentive program was ceased. Nobody's
4 arguing that this propay program has ceased. We have a fact
5 issue as to whether it was carried out, how my clients were
6 told it would be carried out. Under the -- you can change --
7 I can change anyone's pay so long as I give them sufficient
8 notice. If I don't give them sufficient notice, then it's a
9 notice case. This is not a notice case; this is a case of you
10 said you would pay A or B. Now, Ms. Golding said, no, we said
11 we'd pay C. But we've got a cogent argument that they said
12 they would be paid A and B, and so this is outside of that in
13 my opinion.

14 THE COURT: Well, that's exactly what happened in
15 *Carolina Alliance*, I believe. They said you said that we
16 would be -- you know, I know this is what the Statement of
17 Wages said our base wages would be, but you said we'd be
18 getting this and we didn't get it, so we're suing you for it.
19 And the Court's came back and said, no, it's what we show in
20 the Statement of Wages.

21 MS. GOLDING: Yes, sir.

22 THE COURT: Isn't that?

23 MS. GOLDING: That's correct, Your Honor. And
24 furthermore, Your Honor, just -- it's not -- the letter, the
25 Alderman letter that the Plaintiffs are relying on in their

1 Exhibit Number One, in two different cases, it refers that
2 each person that is affected by the pay raise will be
3 receiving a personal printout of your new salary as soon as
4 Finance has made them available. That's in two different
5 places in, in this document. So, there again, it says, you
6 know, you're gonna get your notice of employment terms, you're
7 gonna get your new salary. And this is a -- and they all
8 testified that is the document they received.

9 THE COURT: All right. Let me hear you further, Ms.
10 Golding. You talk to me about directed verdict as to the Wage
11 Act.

12 MS. GOLDING: Yes, sir. There is also with respect to
13 not only the Wage Act, Your Honor, but with respect to
14 promissory estoppel and the quantum meruit, there is a statute
15 of limitations defense, Your Honor. All three claims are
16 barred by the ---

17 THE COURT: Before we leave the Wage Act, let's talk
18 about the statute on that as well, and talk to me about
19 continuing effect in ---

20 MS. GOLDING: Okay. Well, Your Honor, with regard to the
21 continuing effect, I asked each witness, each of the
22 Plaintiffs, is this the salary you got on that date and they
23 said yes. Is that the salary that you have been given ever
24 since that, the same salary, and did you know that that was
25 your salary. And each of them said, yes, they did, and each

1 of them said that they were not happy with it. So that was
2 one transaction -- I shouldn't say one transaction. That was
3 one event.

4 THE COURT: A single event. I think the Court's been
5 very clear on that.

6 MS. GOLDING: Yes.

7 THE COURT: A single event with continuing ---

8 MS. GOLDING: Effects.

9 THE COURT: --- effects.

10 MS. GOLDING: Correct. And as -- and because of that,
11 they were -- that was a single event at that one time in April
12 of 2008 and that single event right there gave them -- at that
13 time they either had two or three years under the statute of
14 limitations to bring a lawsuit.

15 THE COURT: Let's look at the -- the -- the Wage Act.
16 Let's forget about the Tort Claims Act. Let's look at the
17 Wage Act.

18 MS. GOLDING: Okay.

19 THE COURT: That's what we're talking about. The Wage
20 Act says three years?

21 MS. GOLDING: It's a three-year statute.

22 THE COURT: Three-year statute?

23 MS. GOLDING: Yes, sir.

24 THE COURT: Wage Act. Okay. Hasn't the single event
25 with continuing effects theory been applied to the application

1 of the statute of limitations under the Wage Act?

2 MS. GOLDING: Yes, it has, Your Honor, and I'm trying to
3 find the case at this point in time and I believe it -- we do
4 have a specific case in that and I can't find the -- can't
5 find the site and I apologize, Your Honor. I don't have that
6 cite.

7 THE COURT: All right. Well, just go on if you would.
8 Okay. So let's just for the purpose of this portion of
9 your argument, just for this portion of your argument, let's
10 talk about -- let's assume that that is correct.

11 MS. GOLDING: I think, Your Honor, we're referring to the
12 Maher, M-A-H-E-R versus ---

13 THE COURT: *Mayer v. Tietex*.

14 MS. GOLDING: *Mayer v. Tietex* case. That Court basically
15 stated that it was the Plaintiff filed suit against the
16 company alleging he was owed a bonus pursuant to a fifty
17 percent bonus plan. The company argued that the statute of
18 limitations barred the Plaintiff's attempt to recover the
19 bonuses through I think it was six years. The Plaintiff
20 alleged his action was timely because the company failed to
21 pay the bonuses to him every year. The Court stated that he
22 was trying to contend it was a continuing wrong every year.
23 The Court of Appeals found that the company's failure to pay
24 the Plaintiff pursuant to the fifty percent bonus plan was a
25 single wrong with a continuing effects. So the South Carolina

1 Court of Appeals said that he -- that he did not timely bring
2 a lawsuit because he should've brought it at the first time
3 that there was a failure to pay the fifty percent bonus
4 because it was a single event. It was not a continuing wrong.

5 THE COURT: All right. Well, let me have Counsel respond
6 to that as we -- the statute of limitations as it applies to
7 the wage plan?

8 MR. PORTER: First and foremost before we get into *Maier*
9 itself, I think this is a clear cut case for equitable
10 tolling. Each of my clients have testified that they went up
11 the chain of command, that they worked with HR and that they
12 did find -- they did decide to sue once Crosby -- after
13 everyone's been saying, hey, we're working on it, we're
14 working on it. Crosby says we're finished; you're not
15 overpaid. And within six months each of them sued. I mean,
16 this shows that these guys were doing the right ---

17 THE COURT: Six years; is that what it is?

18 MS. GOLDING: Six years, eight months, Your Honor.

19 THE COURT: Six years and eight months.

20 MR. PORTER: That is an awful lot of time for them to
21 work with their employer to get it done, which I think most
22 employers would hope that employees would do, which these
23 gentlemen are. And I think there's at least -- I think
24 there's plenty of factual evidence in the record to support a
25 finding of equitable tolling, but even so, I think continuous

1. accrual ---

2 THE COURT: You know what concerns me is that each one
3 has testified that once they got their statement of pay, they
4 said, I wasn't satisfied, I knew it was wrong, whatever,
5 language like that. Each one has indicated that they knew
6 that it was not right or felt that it was not right.

7 MR. PORTER: And that they then started complaining.

8 THE COURT: I understand that, but ---

9 MR. PORTER: I need to ---

10 THE COURT: You know, talk to me about equitable tolling.
11 How, how -- tell me about the principle and how it's gonna
12 save them.

13 MR. PORTER: Sure. I think it would be inequitable to
14 allow the statute of limitations to apply in the way we're
15 talking about here where the employee did the right thing and
16 tried to work it out with their employer. With that employer,
17 I believe the specific statutory language would be lull them
18 into inaction by saying we're working on it, we're working on
19 it, we're working on it. And you'll note as soon as ---

20 THE COURT: Did they ever say we're going to correct it,
21 we're gonna correct it, we're gonna correct it? I mean,
22 that's what I would rather have heard.

23 MR. PORTER: Well, their Fire Chief says we're going to
24 fix it. The Fire Chief says it's been reconciled. Did they
25 get that from the HR Department, no, because the HR Department

1 wouldn't answer their calls.

2 THE COURT: And that should be a red flag.

3 Okay. Ms. Golding?

4 MS. GOLDING: Equitable tolling is an extreme remedy.

5 And the cases I ---

6 THE COURT: Very.

7 MS. GOLDING: Very extreme. It's hardly applied in the
8 State of South Carolina and it almost gets to the point even
9 though there's a case, you don't have to show fraud, but if
10 you look at all the cases, Your Honor, it -- the cases that
11 there has to be not misleading an individual, but basically
12 saying don't bring a lawsuit. You don't need to bring a
13 lawsuit, that type of persuasion.

14 THE COURT: It's almost an acknowledgement of the wrong.

15 MS. GOLDING: Exactly, Your Honor. Thank you, Your
16 Honor. That is the ---

17 THE COURT: Is that where you were going with that?

18 MS. GOLDING: Yes, sir, it is. Those cases have said
19 basically that the Defendant has acknowledged the wrong and
20 because of that they've said don't bring a lawsuit, we did
21 wrong, that type of action. And as I said, the case law
22 states that this is an extreme remedy of equitable tolling.
23 And the fact that it was over six years, to me that takes it
24 completely away out of equitable tolling. There cannot be
25 where there was -- the only evidence here of any type of Fire

1 Chief testifying, we're looking into it, we're conducting an
2 audit, was in 2013 and 2014. There's no evidence of what they
3 did in 2008, 2009, all the way to 2013, so there's silence
4 during this period of time. So that in and of itself says
5 equitable tolling doesn't apply because equitable tolling from
6 their testimony arose after the statute of limitations has
7 lapsed. It was not during the period of time when the first
8 three years after 2008.

9 THE COURT: Well, tell me about the action of quantum
10 meruit and promissory estoppel. How does your statute of
11 limitations for that, for those claims?

12 MS. GOLDING: Yes, sir. Well first with respect to
13 promissory estoppel, the presence of promissory estoppel,
14 there has to be an unambiguous promise. You know, clearly
15 they rely upon Plaintiffs Exhibit Number One, the Fire Chief.
16 And as I pointed out to the Court earlier, there's two places
17 in this one-and-a-half-page memo that states you're gonna get
18 a Statement of Wage. Two different times is what it stated.
19 So there's no unambiguous promise. Furthermore, there is no
20 finite salary that is set forth in any of the two documents
21 they're relying upon. But addition to an unambiguous promise,
22 they ---

23 THE COURT: Justifiable reliance.

24 MS. GOLDING: Reliance, how did they rely?

25 THE COURT: Justifiable reliance.

1 MS. GOLDING: Right, justifiable. What I thought was
2 interesting, Mr. Doyle testified, the first witness testified
3 that with his certification as a paramedic, he was basically a
4 hot commodity. He could go anywhere he wanted to but he
5 wanted to stay here because this is where his family was and
6 he loved Horry County. You know, that clearly undercuts all
7 justifiable reliance, Your Honor, because he didn't stay with
8 the Police Department, excuse me, the Fire Department because
9 he was promised a salary. He stayed here because this was his
10 place where he worked, this is where he lived and he loved
11 Horry County. So the justifiable reliance, none of them can
12 -- had any evidence that they refused other jobs because of a
13 promise to pay money to them at a higher rate. All of them
14 are employees at will. They can leave any time. None
15 testified that I only stayed here because of this promise.

16 THE COURT: Your position is that there's no demonstrated
17 injury.

18 MS. GOLDING: Correct, Your Honor. That's -- there is no
19 injury. They say they received a promise from Chief Alderman
20 and I think this memo was sent March or April of 2008 and this
21 promise was you're gonna get a statement, a wage statement.
22 At the end of the month, they got a wage statement that showed
23 them their wages. So how could they be damaged within thirty
24 days? They knew their wages at the end of April of 2008. So
25 there was no injury.

1 THE COURT: When was the information that I have gone
2 over this with the Human Resources folks and they say that's
3 it? When did that information come in? What document was it?
4 When was that, Ms. Golding?

5 MR. PORTER: Summer of 2014.

6 MS. GOLDING: I'm sorry?

7 MR. PORTER: Summer of 2014.

8 MS. GOLDING: I believe that was Mr. Crosby, Chief
9 Crosby, at that time that testified and he was hired in 2013
10 into 2014.

11 THE COURT: Okay.

12 MS. GOLDING: But there's another factor in promissory
13 estoppel ---

14 THE COURT: Well, let me ask Mr. Porter what -- who made
15 the promise -- who made an unambiguous promise that we're
16 gonna go back -- essentially, that's what you're looking for.
17 Who said we're gonna go back and we're gonna calculate it the
18 way you guys think it should be calculated, that is we're
19 gonna go back to base pay, Level 15, step whatever your steps
20 are, your steps pre-propay?

21 MR. PORTER: Working most recent backwards, Chief Crosby,
22 Matt Smith, Chief Alderman.

23 THE COURT: I know you said that before, but who -- show
24 me where anybody made an unambiguous promise?

25 MR. PORTER: Chief Smith sends an email.

1 THE COURT: Show me the email -- I want the document --

2 MR. PORTER: Exhibit Nine.

3 THE COURT: Exhibit Nine. Ms. Eubanks, you got that for
4 me?

5 COURT REPORTER: Plaintiff's?

6 MR. PORTER: Let me go ahead and pull all of them out.

7 THE COURT: That's okay.

8 MR. PORTER: I don't see it. Okay. Here we go. Your
9 Honor -- I've handed ---

10 THE COURT: Number Nine.

11 MR. PORTER: I've handed you Exhibits One, Two, Three and
12 Nine.

13 THE COURT: All right. Number Nine.

14 MR. PORTER: Starting with Exhibit Nine, Matthew Smith
15 and I believe that email is dated in is that April?

16 THE COURT: 2014.

17 MR. PORTER: April '14 says, we took your grade, your
18 step, your date of hire and we plug it in and that's how we
19 fix it. We put that in the context of Exhibit Two shows you
20 it's clouded and consistent we're working on it, that comes
21 from the Chief. Add that to the context of ---

22 THE COURT: How about this? There's some inherent issues
23 I'm dealing with at this point as to the four years, the
24 suspended steps and such, but it should actually be the
25 easiest thing to figure out if it's just plugged in and left

1 alone.

2 MR. PORTER: Yes, and those four years ---

3 THE COURT: I mean, that sounds very ambiguous to me.

4 MS. GOLDING: Right and if you -- the previous email of
5 Mr. Lee itself to Matthew Smith refers to staff notes that the
6 Chief put on the email yesterday were very vague. Some people
7 are scared that they are losing propay, while others of us are
8 curious of how y'all are figuring it out. Is there any way I
9 could get some clarification on the figuring out. And, Your
10 Honor, this is in 2013, December of 2013, seven years after
11 propay came into being and this is an email by Matthew Smith,
12 who has already established that -- he's testified that he has
13 no authority with regard to pay.

14 THE COURT: I understand that and that goes to
15 justifiable reliance.

16 MS. GOLDING: Yes, sir.

17 MR. PORTER: I think we would view this from the standard
18 in favor of the Defense argument that anything the Chief says,
19 the Battalion Chief says, just you can't rely on it then
20 perhaps the County prevails, but I think from the ---

21 THE COURT: It's not a matter of what you can't rely on;
22 it's whether you should justifiably rely on it because
23 everybody has testified that they understand that Human
24 Affairs has the call and that they were getting nothing from
25 Human Affairs. That's what gives me concern, Mr. Porter.

1 MR. PORTER: When David Todd says Mr. Crosby told me
2 we're gonna fix it and you're gonna see a change to your
3 paycheck soon. The argument, he as an employee should be able
4 to rely on his Fire Chief in saying that. As an employee, you
5 should be able to rely on your Fire Chief when he says all
6 firefighter/paramedics have been reconciled, cost 33K to fix,
7 33K plus to fix. These are what these guys are hearing from
8 their boss day in and day out and ---

9 MS. GOLDING: That was in 2013 and 2014, Your Honor.
10 That's completely different. I mean, how can you have a right
11 to rely on something that's said seven years later.

12 THE COURT: But hadn't your statutes run by that time?

13 MR. PORTER: No, because they were working cooperatively
14 with the County to resolve the issue and they were lead to
15 believe the issue was being resolved. But even if they
16 hadn't, I think the continuous accrual doctrine applies here.
17 The harm is still going on.

18 THE COURT: Tell me about that. Where do you get this
19 continuous accrual? Why should we not apply the single
20 occurrence with continuing effects analysis that our courts
21 have adopted. I mean, does -- it recently was, was addressed
22 -- it hasn't been long I know. It was ---

23 MR. PORTER: South Carolina recognized continuous
24 accrual, I know, as recently as 2015. 414 S.C. 33, that's
25 *Wilson v. Ortho-Neil-Janssen Pharms.* Unless I'm misreading

1 Maher once again would look at it and say that's a breach of
2 contract notice sort of case. In so much as we're looking at
3 the Wage Act violation, a pure notice violation, because this
4 was taken away one year after starting whereas this has
5 continued to go and that harm had already not only occurred,
6 but ceased to occur.

7 THE COURT: And what kind of case was that?

8 MR. PORTER: If I'm not mistaken looking at the *Maier*
9 case, it's a notice case, but I think in the light of *Wilson*
10 *v. Ortho*, 414 S.C. 33, recognizing the continuous accrual
11 doctrine, the Court can certainly do so here where this was an
12 ongoing issue. If we don't imply that their work ---

13 THE COURT: But *Maier* was a, a compensation case, an
14 employment case. And the Court in that case, which is I
15 believe the only thing that's been heard, but it was fairly
16 recent, that it is a single wrong with a continuing
17 consequence or effect.

18 MR. PORTER: *Maier* is a different sort of wrong that what
19 we're talking about here. This is -- it's not a single wrong
20 and *Maier*, in the first year this guy got his bonus and the
21 second year he stopped getting his bonus and then third year,
22 fourth year, fifth year, sixth year, seventh year, he didn't
23 get his bonus; eighth year is no longer working there and
24 decides to sue them.

25 Here they stopped getting it in '08. They worked with

1 the County, but if the Court doesn't buy that, as soon as
2 they're told it ain't gonna be fixed, they go to sue.
3 Nevertheless, it wasn't the same that you have, you know, it
4 working one way and then trails off, it peaks off. This harm
5 has been continuing day in day out. Whereas the harm
6 happened, within three years of them taking away that bonus,
7 he could have known to sue. This one, this harm continues day
8 in day out and it's ---

9 THE COURT: On the promissory estoppel, are you saying
10 were they promised back pay, were they promised a fix in the
11 future; what were they promised.

12 MR. PORTER: I think it would be reasonable if you said
13 we're gonna fix it, that we're both gonna give you back pay
14 and front pay ---

15 THE COURT: That's really stretching it. It has to be
16 unambiguous. It has to be unambiguous.

17 MR. PORTER: Well, I mean even at the words fix it, we
18 know that their pay is going to be increased.

19 THE COURT: And now who with the County has made any such
20 claim that had authority to do so?

21 MR. PORTER: Our position would be viewing the facts as
22 it standard at bar right now, Fred Crosby, he's the Fire
23 Chief. He says we're gonna fix it and that's in the Exhibit,
24 Exhibit Three, the December 17 eblast you have. All
25 firefighter/paramedics have been reconciled. It will cost 33k

1 plus to fix.

2 THE COURT: The statute of limitations on a promissory
3 estoppel is two years?

4 MS. GOLDING: Three years.

5 THE COURT: Three years, that would be under the Tort
6 Claims Act?

7 MS. GOLDING: Right.

8 MR. PORTER: Either way, under two, if we're running from
9 that date it's within the time frame.

10 THE COURT: Okay. And the other claim that you make is
11 that based on quantum meruit, okay?

12 MS. GOLDING: Yes, sir.

13 THE COURT: Now what have I heard support of quantum
14 meruit is -- well, I'm gonna let you make your argument.

15 MS. GOLDING: Thank you. Your Honor, quantum meruit,
16 that's an equitable doctrine for recovery of unjust
17 enrichment. You know, they have to prove that they conferred
18 a benefit upon Horry County and that Horry County realized the
19 benefit and that we, Horry County, retained the benefit
20 without paying for the benefit. Clearly the testimony is that
21 they received a salary and their salary every year that they
22 worked for the County. So there is no evidence that Horry
23 County has not paid for the benefit. They received a salary
24 by the notice of statement, excuse me, Statement of Wages and
25 that benefits -- the salary is the benefit supposedly and they

1 received what they were entitled to receive and nothing else
2 and nothing more.

3 THE COURT: I think what he's trying to say is that the
4 benefit is the savings on salaries? Is that the benefit
5 you're looking?

6 MR. PORTER: There's a handful of benefits and I've asked
7 them at least three or four of them how this benefited the
8 County. So, yes, you get savings on salaries when you drop
9 someone's base pay, their increases in the future are gonna be
10 smaller. It's a long-term investment that saves the County
11 money. Number two, you dropped their maximum. Most of these
12 gentlemen at this point have maxed out; they can make no more
13 money. If they were still in their former grade, they could
14 keep advancing in the County. Number three, the County
15 testified that incentivizes new people to come on as
16 paramedics/firefighters. Now that's, you know, reasonable
17 inference, but also in the record prior hereto ---

18 THE COURT: When does the time to sue begin on a quantum
19 meruit claim?

20 MR. PORTER: I think -- I think here it began -- because
21 once again, I'm still of the mind that there's serious
22 equitable tolling, but I think at worst, at worst, it began in
23 summer of 2014. Mr. Crosby says we ain't gonna fix this.
24 We've been telling you for the last five years that we're
25 working on it. We're done, nothing's gonna change.

1 THE COURT: Well, Mr. Porter, these Plaintiffs have
2 testified that they made contact Human Affairs, that they made
3 inquiries to Human Affairs, and Human Affairs told them
4 nothing.

5 MR. PORTER: So they continued to work through their
6 chain of command, a reasonable alternative.

7 THE COURT: I mean the fact that they go to Human Affairs
8 to begin with, sort of tells me that they knew that that's
9 where you start and then you can talk about it all you want at
10 the fire station, but -- you know, how does that work?

11 MR. PORTER: I think most of these guys told you they
12 started with their chain in command, but anybody, you know, if
13 there pay is docked, they may go to multiple people. Some of
14 these guys were more inclined to pursue chain of command first
15 than others. Nevertheless, when they went to Human Affairs,
16 they didn't get anything, so they turned back to chain of
17 command, which is what I would've done in the situation, which
18 is what I would expect my employee to do in the situation,
19 which I think is reasonable. I don't think these gentlemen
20 were unreasonable in working with their employer to resolve
21 this issue.

22 MS. GOLDING: Your Honor, each time with every Plaintiff
23 I asked them, you were not happy with the salary which you
24 received and your unhappiness was in April of 2008. At that
25 time, they knew in their mind that they were being wronged.

1 THE COURT: What you're asking me to do, Mr. Porter, is
2 say, you know, if my statute of limitation runs out, I just go
3 to anybody. Although I know that it's not the person who is
4 responsible for making the decision and I say, how about you
5 tell me we could work this out, and that expands the statute
6 of limitations or creates another cause of action. I mean,
7 how does that work? What if, you know, some of the janitorial
8 people that work with the County go to janitorial supervisor,
9 who's a Grade 5 and all of a sudden they buying the County;
10 that's not how it works. I mean, don't we have policies in
11 this County? Ms. Golding asked some of the witnesses if they
12 had the policies available, the employment policies.

13 MS. GOLDING: Each of them signed acknowledgement that
14 they had the employment guidelines and each of them testified
15 that they had access to them when the guidelines clearly set
16 forth that the County Administrator is the one that has the
17 authority with the pay, with respect to employees.

18 MR. PORTER: The question is not that you can go to
19 anybody, Your Honor. This is the Fire Chief. These are the
20 Battalion Chiefs. These are high, high level supervisors.

21 THE COURT: But they're not the people who make the
22 decisions.

23 MR. PORTER: But they can be vested with that authority.
24 And you've heard testimony ---

25 THE COURT: That's it. I haven't heard anybody -- that's

1 my problem. No one has testified that Human Resources told
2 these Defendants or the Fire Chief, you guys will be the ones
3 to work this out. No one has passed that buck down.

4 MR. PORTER: Nothing. It wasn't Human Resources to begin
5 with. Remember these documents that the County is relying on
6 all talk about the County Administrator. Now who Matt Smith
7 was on that working group with was the Deputy County
8 Administrator. Who that memo of recommendations to was the
9 Deputy County Administrator. Matt Smith told you this was
10 Paul Whitten's baby, this propay. It's clearly reasonable
11 that this authority was vested in the Deputy County
12 Administrator.

13 THE COURT: How so? I mean, they send recommendations to
14 the Deputy Administrator, they send them to Human Resources,
15 apparently it meant nothing because it didn't work.

16 What else do you have, Ms. Golding?

17 MS. GOLDING: Your Honor, that is -- I believe that the
18 statute of limitations applies to each of the three causes of
19 action and, of course, each cause of action, the facts are
20 introduced in evidence do not -- are not sufficient to sustain
21 the cause of action of payment of wages, promissory estoppel
22 or quantum meruit.

23 RULING OF THE COURT:

24 THE COURT: Well, as to quantum meruit, I think certainly
25 any benefit -- I'm not sure that I've heard much about it, but

1 I guess it could be construed when the evidence, when taken in
2 the light most favorable to the non-moving party, that there
3 has been some evidence that there would be some type of
4 savings to the -- to the County. For another reason the caps
5 that -- the reduced caps. However, it's inescapable to me
6 that we have a problem, a serious problem, with the matter of
7 the statute of limitations. The same thing as to promissory
8 estoppel. As to promissory estoppel, it requires an
9 unambiguous promise with justifiable reliance or change in
10 position. I'm not sure that we have an unambiguous promise.
11 Perhaps there is an inference that can be raised from the
12 evidence if there was an unambiguous promise if we look at it
13 in the light most favorable to -- to the Plaintiffs.

14 But we still have a problem of the statute of limitations
15 and I think the very same thing applies to the -- to the Wage
16 Act. Unfortunately, I believe that the Defendants, I mean the
17 Plaintiffs are barred as to all three causes of action under
18 the statute of limitations and that's my ruling.

19 I grant your motion for directed verdict.

20 MS. GOLDING: Thank you, Your Honor.

21 THE COURT: Thank you. All right. We can -- we're gonna
22 take a break and then I'll bring the Jury in.

23 **(RECESS.)**

24 *******OFF THE RECORD*******

25 **(On the Record.)**

1 (REPORTER'S NOTE: Jury enters courtroom.)

2 BY THE COURT:

3 THE COURT: Ladies and gentlemen of the Jury, I have to
4 announce to you that I have ended this case on legal issues.
5 Whenever a claim arises, there is a certain limitation on the
6 time that may pass before the claim has to be brought in the
7 form of a lawsuit. In this case, it would either two or three
8 years depending how you may look at it and we've looked at it
9 both ways. As you've heard from the, the Plaintiffs in this
10 matter, this dispute arises from a shift in compensation.
11 The Court makes no determination whether that was properly
12 done or improperly done, I can tell you that. It's simply
13 that that is considered a single event with a continuing
14 effect. So the single event begins in 2008 and the action in
15 this matter was not filed until late 2014, I think. I think
16 it was December of '14. There was no dispute -- there is no
17 dispute that the Plaintiffs were not happy with the
18 calculation and they had reason to believe that the
19 calculation was improperly done in April of 2008. So, it was
20 my determination that there was no factual issue as to when it
21 -- they had notice that the calculations were going to be
22 improperly done and, for that reason, I had to direct a
23 verdict.

24 Again, I want to thank you for your service today. I'm
25 going to find out whether I've got to have another case, I

1 don't know whether I do or not, but I'll ask you to call back
2 after 6 o'clock. Okay. Thank you. You're excused for the
3 day.

4 Thank you, Gentlemen.

5 (ADJOURNED.)

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C E R T I F I C A T E

I, the undersigned, Kay H. Richardson, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the hearing held in the case of Wylie Neil Doyle, et al. versus Horry County d/b/a Horry County Fire Rescue, held in the Court of Common Pleas for Horry County, Horry County Courthouse, Conway, South Carolina, on September 20-21, 2016, taken by Dixie C. Eubank.

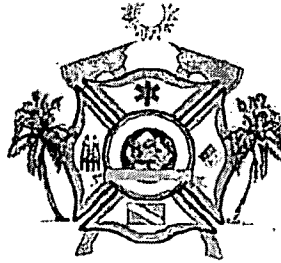
I do hereby certify that I am neither of kin, counsel, nor interest to any party hereto.



Kay H. Richardson
Official Court Reporter

February 22, 2017.

Horry County Fire/Rescue
Office of the Fire Chief
Garry B. Alderman
2560 North Main Street, Suite 2
Conway, South Carolina 29526



Phone: (843) 915-5190
Fax: (843) 915-6190

There have been many questions in reference to the new Public Safety Pay Raises that were unveiled by Public Safety Director Whitten at this week's morning in-service. I wanted to try and dispel some of the myths that you may have heard. It is my understanding that each person affected by the pay raises should be receiving a personal print out of your new salary as soon as finance has them available.

First and foremost it should be known that myself, the Deputy Chief, and neither of the Assistant Chiefs received any sort of a salary increase.

Non-cross trained personnel did not receive any salary increases.

Firefighters have been regraded from a grade 14 to a grade 15. As an example, a firefighter who was on their 4th step increase at a grade 14 will be regraded to their 4th step increase at a grade 15. See below for example:

Grade 14	Step 4 = \$31,990.19
Grade 15	Step 4 = \$33,446.35

So a firefighter on their 4th step would receive a salary increase of \$1,456.16.

Officers whose pay is already above the newly established entry minimum and who are not a paramedic did not receive any salary increases. The newly established entry minimums for each job classification are:

Lieutenant	\$ 38,000.00
Captain	\$ 43,000.00

Officers whose salary is below the newly established entry minimums will be brought up to the minimum salary as previously stated.

Although these pay levels are the newly established entry minimums for Public Safety, yearly 2% increases will still be calculated on the base salary for the grade your position is located within, not 2% of the new entry minimum.

Pro Pay

There have been a lot of different things said in reference to Propay. Propay breaks down into two categories: Firefighter/Paramedic and Paramedic/Officers.

All Firefighter/Paramedics have been regraded from a Grade 17 to a grade 15 in whatever respective step you were currently in. A grade 17 step 4 would now be a grade 15 step 4. After the regarding, Propay of \$7,500.00 was added back into the Firefighter Paramedic's salary. An example would be:

A new hire paramedic, as a grade 17 was making \$ 33,666.55 a year.

Now, a new hire paramedic at grade 15 will make \$ 30,968.83 a year with an additional \$ 7,500.00 in Propay for a yearly total of \$38,468.83. That is an increase of \$4,802.28.

Another example for Propay in reference to Firefighter /Paramedics is:

Grade 17 step 4 is = \$36,359.87

Grade 15 step 4 with Propay is = \$40,946.35

Propay for officers is simple. Lieutenants and Captains who are certified Paramedics will be receiving at Propay of \$3,000.00. Battalion and Division Chiefs who are certified Paramedics will receive \$1000.00 in Propay.

Propay is calculated into a person's hourly rate and therefore affects both hourly and overtime pay.

I hope this helps to clarify some of the questions that you may have regarding the new Public Safety Pay Raises. Again, it is our understanding that each individual who is affected by the pay raises should receive a personalized information sheet from finance as soon as they are available.

Garry B. Albrecht
Fire Chief, HCFR

Horry Fire Rescue

horryfirerescue.groupsie.com

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Discussions

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Staff Meeting 11.19.13



Kathy Smith
Wed, Nov 20, 2013 2:57 PM

Edited by: Fred Crosby - Nov 19, 2013 2:51:49 PM Weekly Staff Notes 11.19.13

Actions ▾

Aircraft Drill

Where are we with the companies brushing up on START triage ?

[NOV-19-13 CROSBY FRED] START is scheduled for December station training.

Tactical Guide

A tactical guide for our fire operations is in final draft form and will be presented at the Batt Meeting this month for their review and comments. Will publish in December and start training on how we will be operating on the fireground in January.

The reason for this guide is to try to start working on consistency and the different "fire departments" depending on Shift and Battalion. We need to get the command staff on the same page so that the people can understand expectations if we want to perform.

Command Improvements

Where are we with the command improvements and the ability to provide good ICS. Are the Batt's using the command boards, have we developed an implementation plan for the improvements for the battalion vehicles to give them the tools?

I am still encountering resistance from the County Administrator on a command vehicle for me to use and to have the right tools. He has not spoken to me directly but keeps denying each different approach, I am trying to get him to discuss with me.

[NOV-19-13 CROSBY FRED] Making good progress, Battalions are starting to use tools, need to find money and provide them with more tools and get understanding with administration.

New EMS Software Implementation

Ken, still out of town due to a death in the Family move to next week's Agerida

IPAD's for engines

Michael has made good progress with the misunderstanding with IT and we are now on track, Michael is now making progress in configuring the ipads.

Volunteer Recruitment

We met the first year goal of doubling volunteers a month ahead of schedule. We are now working on a book that new volunteers will get that will walk them through all of the processes to become a volunteer and get them on a track. We still have an issue with having someone fall through the cracks during the background check process, and that most often results when there is something on the background that either causes denial or that needs to be explained before we can approve them for membership.

We also frequently have a misunderstanding about when pagers are issued. Pagers are issued when the new member has completed the physical required to start riding calls either as on track to be fully operational or as a friver operator.

We are trying to figure a better way to communicate this without breaching the individual's privacy rights so that the current volunteers do not think we are just dropping the ball.

New App Specs

All of the vendor presentations have been completed. The next step is to draft the RFP and put it out. The schedule calls for this going on the street sometime around January 1 and completing a contract in the first quarter of 2014.

Strategic Plan

Comment Period ends this week, any comments need to be in by Friday

Healthcare Contract

The contract has been submitted to the 1st ranked respondent and there are just a couple of very small issues to work out from their response. Missi is doing a great job of bird-dogging this project.

Pro Pay

The issue of pro pay and the way it was applied to long term employees has been clouded and inconsistent and was on the to do list from early on. We are still working on this issue especially for those that have topped out in the pay grade and we had a meeting with finance yesterday and believe we have an agreement on fixing this issue. They are researching with Sally who is actually affected and hopefully those in this situation will see a fix in their paychecks in the next month or so.

I think this issue was brought to me in February or March of last year, it has taken longer than I wanted to get to this point. I do want people to know that we don't forget and we are still working on these things even though some seem to take forever to get fixed.

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FF/EMT-P
Neil Doyle

Station 25: Medic

TO: Katie

FROM: FF/EMT-P, Neil Doyle

DATE: 07/08/2014

RE: Salary

Katie,

I started as an EMT with Horry Co EMS on 3-29-1993, and later became a paramedic in 1995. On 4-15-2008, the new Pro-pay deal started. At that time, I've been employed with Horry County for 15 yrs. On 4-14-08, my salary was; \$40653.76. Then I was dropped to a pay grade 15 (FF/EMT) (step 9), which dropped my salary down to \$37396.00. Then I was given the \$7500.00 pro pay, which brought me up to \$44898.00. Chief Crosby said, that all audits were finished, and there were several factors to look at:

- 1. Was everyone treated the same?**
- 2. Was the system fair, consistent and correct?**
- 3. Did all rules apply the same for everyone?**

I have several question for you, and one example:

- 1. Why was I dropped back to step 9 and not step 15, when other employees were never dropped at all?**

- 2. Why was my base salary, dropped over \$3000.00 when other employee base was never touched. That affects every raises and COLA.**
- 3. Why was my max salary, dropped over \$4000.00, while other employees were not?**
- 4. Can you explain the term "alternative minimum starting salary" to me?**

Here is an example of what happen during this process. An employee with less time and less experience, is making more salary than an employee with more time and with more experience.

Employee: (A)

Employed with Horry County for 15 yrs.

15 yrs. As an EMT

13 yrs. As an EMT-P

\$40,653.00: Base Salary

\$37,396.00: New Base Salary (after being dropped to a pay grade 15, step 9)

\$7,500.00: Pro Pay

\$44,896.00: New Salary

Employee: (B)

Employed with Horry County for 9 yrs.

9 yrs. As an EMT

0 yrs. As an EMT-P

\$37,565.00: Base Salary

\$7,500.00: Pro Pay (This employee has gotten his EMT-P today)

\$45,065.00: New Salary

This is how a new EMT-P with less yrs., and no experience is making more of a salary, than of an older employee with 13 yrs. more experience.

**** This is a good example of a non-equal employment opportunity**
Thank you, and I look forward to meeting with you.**

Sincerely,
Neil Doyle

*Barry
M H*

PAY GRADE FILE LISTING 4/02/2008

PAGE 1

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
01	12,095.19	12,337.09	12,579.00	12,820.90	13,062.81	13,304.71	13,546.61	13,788.52	14,030.42	14,272.32
02	13,443.48	13,712.35	13,981.22	14,250.09	14,518.96	14,787.83	15,056.70	15,325.57	15,594.44	15,863.31
03	14,792.91	15,088.77	15,384.63	15,680.48	15,976.34	16,272.20	16,568.06	16,863.92	17,159.78	17,455.63
04	16,140.04	16,462.84	16,785.64	17,108.44	17,431.24	17,754.04	18,076.84	18,399.65	18,722.45	19,045.25
05	17,488.32	17,838.09	18,187.85	18,537.62	18,887.39	19,237.15	19,586.92	19,936.68	20,286.45	20,636.22
06	18,836.60	19,213.33	19,590.06	19,966.80	20,343.53	20,720.26	21,096.99	21,473.72	21,850.46	22,227.19
07	20,184.89	20,588.59	20,992.29	21,395.98	21,799.68	22,203.38	22,607.08	23,010.77	23,414.47	23,818.17
08	21,532.15	21,962.79	22,393.44	22,824.08	23,254.72	23,685.37	24,116.01	24,546.65	24,977.29	25,407.94
09	22,880.29	23,337.90	23,795.50	24,253.11	24,710.71	25,168.32	25,625.92	26,083.53	26,541.14	26,998.74
10	24,228.58	24,713.15	25,197.72	25,682.29	26,166.87	26,651.44	27,136.01	27,620.58	28,105.15	28,589.72
11	25,576.86	26,088.40	26,599.93	27,111.47	27,623.01	28,134.55	28,646.08	29,157.62	29,669.16	30,180.69
12	26,925.13	27,463.63	28,002.14	28,540.64	29,079.14	29,617.64	30,156.15	30,694.65	31,233.15	31,771.65
12A	22,428.75	22,967.25	23,505.76	24,044.26	24,582.76	25,121.26	25,659.77	26,198.27	26,736.77	27,275.27
13	28,273.42	28,838.89	29,404.36	29,969.83	30,535.29	31,100.76	31,666.23	32,231.70	32,797.17	33,362.64
14	29,620.55	30,212.96	30,805.37	31,397.78	31,990.19	32,582.61	33,175.02	33,767.43	34,359.84	34,952.25
14C	25,320.70	25,827.11	26,333.53	26,839.94	27,346.36	27,852.77	28,359.18	28,865.60	29,372.01	29,878.43
15	30,968.83	31,588.21	32,207.58	32,826.96	33,446.34	34,065.71	34,685.09	35,304.47	35,923.85	36,543.22
16	32,317.12	32,963.46	33,609.80	34,256.15	34,902.49	35,548.83	36,195.17	36,841.52	37,487.86	38,134.20
17	33,666.55	34,339.88	35,013.21	35,686.54	36,359.87	37,033.21	37,706.54	38,379.87	39,053.20	39,726.53
17A	29,870.00	30,543.31	31,216.62	31,889.93	32,563.24	33,236.56	33,909.87	34,583.18	35,256.49	35,929.80
18	35,013.67	35,713.94	36,414.22	37,114.49	37,814.76	38,515.04	39,215.31	39,915.58	40,615.86	41,316.13
19	36,361.96	37,089.20	37,816.44	38,543.68	39,270.92	39,998.16	40,725.40	41,452.63	42,179.87	42,907.11
20	37,710.24	38,464.44	39,218.65	39,972.85	40,727.06	41,481.26	42,235.47	42,989.67	43,743.88	44,498.08
21	39,058.53	39,839.70	40,620.87	41,402.04	42,183.21	42,964.38	43,745.55	44,526.72	45,307.89	46,089.07
21P	39,058.53	39,839.70	40,620.87	41,402.04	42,183.21	42,964.38	43,745.55	44,526.72	45,307.89	46,089.07
22	40,406.80	41,214.94	42,023.07	42,831.21	43,639.34	44,447.48	45,255.62	46,063.75	46,871.89	47,680.02
23	41,753.93	42,589.01	43,424.09	44,259.17	45,094.24	45,929.32	46,764.40	47,599.48	48,434.56	49,269.64
24	43,102.21	43,964.25	44,826.30	45,688.34	46,550.39	47,412.43	48,274.48	49,136.52	49,998.56	50,860.61
25	44,450.50	45,339.51	46,228.52	47,117.53	48,006.54	48,895.55	49,784.56	50,673.57	51,562.58	52,451.59
26	45,798.79	46,714.77	47,630.74	48,546.72	49,462.69	50,378.67	51,294.64	52,210.62	53,126.60	54,042.57
27	47,147.07	48,090.01	49,032.95	49,975.89	50,918.84	51,861.78	52,804.72	53,747.66	54,690.60	55,633.54
28	48,494.17	49,464.05	50,433.94	51,403.82	52,373.70	53,343.59	54,313.47	55,283.35	56,253.24	57,223.12
29	49,842.46	50,839.31	51,836.16	52,833.01	53,829.86	54,826.71	55,823.56	56,820.40	57,817.25	58,814.10
30	51,190.74	52,214.55	53,238.37	54,262.18	55,286.00	56,309.81	57,333.63	58,357.44	59,381.26	60,405.07
31	52,539.02	53,589.80	54,640.58	55,691.36	56,742.14	57,792.92	58,843.70	59,894.48	60,945.26	61,996.04
32	53,887.30	54,965.05	56,042.79	57,120.54	58,198.28	59,276.03	60,353.78	61,431.52	62,509.27	63,587.01
33	55,235.59	56,340.30	57,445.01	58,549.73	59,654.44	60,759.15	61,863.86	62,968.57	64,073.28	65,178.00
34	56,583.87	57,715.55	58,847.22	59,978.90	61,110.58	62,242.26	63,373.93	64,505.61	65,637.29	66,768.97
35	57,932.15	59,090.79	60,249.44	61,408.08	62,566.72	63,725.37	64,884.01	66,042.65	67,201.29	68,359.94
36	59,280.43	60,466.04	61,651.65	62,837.26	64,022.86	65,208.47	66,394.08	67,579.69	68,765.30	69,950.91
37	60,627.56	61,840.11	63,052.66	64,265.21	65,477.76	66,690.32	67,902.87	69,115.42	70,327.97	71,540.52
38	61,975.84	63,215.36	64,454.87	65,694.39	66,933.91	68,173.42	69,412.94	70,652.46	71,891.97	73,131.49
39	63,324.13	64,590.61	65,857.10	67,123.58	68,390.06	69,656.54	70,923.03	72,189.51	73,455.99	74,722.47
40	64,672.41	65,965.86	67,259.31	68,552.75	69,846.20	71,139.65	72,433.10	73,726.55	75,020.00	76,313.44
41	66,020.68	67,341.09	68,661.51	69,981.92	71,302.33	72,622.75	73,943.16	75,263.58	76,583.99	77,904.40
42	67,367.82	68,715.18	70,062.53	71,409.89	72,757.25	74,104.60	75,451.96	76,799.31	78,146.67	79,494.03
43	68,716.11	70,090.43	71,464.75	72,839.08	74,213.40	75,587.72	76,962.04	78,336.37	79,710.69	81,085.01
44	70,064.38	71,465.67	72,866.96	74,268.24	75,669.53	77,070.82	78,472.11	79,873.39	81,274.68	82,675.97
45	71,412.67	72,840.92	74,269.18	75,697.43	77,125.68	78,553.94	79,982.19	81,410.44	82,838.70	84,266.95
46	72,760.94	74,216.16	75,671.38	77,126.60	78,581.82	80,037.03	81,492.25	82,947.47	84,402.69	85,857.91
47	74,109.22	75,591.40	77,073.59	78,555.77	80,037.96	81,520.14	83,002.33	84,484.51	85,966.70	87,448.88
48	75,457.51	76,966.66	78,475.81	79,984.96	81,494.11	83,003.26	84,512.41	86,021.56	87,530.71	89,039.86
49	76,805.79	78,341.91	79,878.02	81,414.14	82,950.25	84,486.37	86,022.48	87,558.60	89,094.72	90,630.83
50	78,154.07	79,717.15	81,280.23	82,843.31	84,406.40	85,969.48	87,532.56	89,095.64	90,658.72	92,221.80

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Plaintiff Exhibit 5

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
51	79,501.26	81,091.22	82,681.25	84,271.27	85,861.30	87,451.32	89,041.34	90,631.37	92,221.39	93,811.42
52	80,849.49	82,466.48	84,083.47	85,700.46	87,317.45	88,934.44	90,551.43	92,168.42	93,785.41	95,402.40
53	82,197.77	83,841.73	85,485.68	87,129.64	88,773.59	90,417.55	92,061.50	93,705.46	95,349.41	96,993.37
54	83,546.06	85,216.98	86,887.90	88,558.82	90,229.74	91,900.67	93,571.59	95,242.51	96,913.43	98,584.36
55	84,894.33	86,592.22	88,290.10	89,987.99	91,685.88	93,383.76	95,081.65	96,779.54	98,477.42	100,175.31
56	86,243.46	87,966.29	89,691.12	91,415.95	93,140.78	94,865.61	96,590.44	98,315.26	100,040.09	101,764.92
57	87,589.74	89,341.53	91,093.33	92,845.12	94,596.92	96,348.71	98,100.51	99,852.30	101,604.10	103,355.89
58	88,938.03	90,716.79	92,495.55	94,274.31	96,053.07	97,831.83	99,610.59	101,389.35	103,168.11	104,946.88
59	90,286.31	92,092.84	93,897.76	95,703.49	97,509.21	99,314.94	101,120.67	102,926.39	104,732.12	106,537.85
60	91,634.59	93,467.28	95,299.97	97,132.67	98,965.36	100,798.05	102,630.74	104,463.43	106,296.12	108,128.82
61	92,982.87	94,842.53	96,702.18	98,561.84	100,421.50	102,281.16	104,140.81	106,000.47	107,860.13	109,719.79
62	94,331.16	96,217.78	98,104.41	99,991.03	101,877.65	103,764.28	105,650.90	107,537.52	109,424.15	111,310.77
63	95,679.44	97,593.03	99,506.62	101,420.21	103,333.80	105,247.39	107,160.97	109,074.56	110,988.15	112,901.74
64	97,027.71	98,968.26	100,908.82	102,849.37	104,789.93	106,730.48	108,671.04	110,611.59	112,552.14	114,492.70
65	98,374.83	100,342.33	102,309.82	104,277.32	106,244.82	108,212.31	110,179.81	112,147.31	114,114.80	116,082.30
66	99,723.12	101,717.58	103,712.04	105,706.51	107,700.97	109,695.43	111,689.89	113,684.36	115,678.82	117,673.28
67	101,071.40	103,092.83	105,114.26	107,135.68	109,157.11	111,178.54	113,199.97	115,221.40	117,242.82	119,264.25
68	102,419.69	104,468.88	106,516.48	108,564.87	110,613.27	112,661.66	114,710.05	116,758.45	118,806.84	120,855.23
69	103,767.96	105,843.32	107,918.68	109,994.04	112,069.40	114,144.76	116,220.12	118,296.47	120,370.83	122,446.19
70	105,115.99	107,217.39	109,319.69	111,422.00	113,524.30	115,626.60	117,728.90	119,831.20	121,933.50	124,035.81
71	106,463.98	108,592.63	110,721.89	112,851.16	114,980.43	117,109.70	119,238.96	121,368.23	123,497.50	125,626.76
72	107,811.66	109,967.89	112,124.13	114,280.36	116,436.59	118,592.83	120,749.06	122,908.29	125,061.53	127,217.76
73	109,159.94	111,343.14	113,526.34	115,709.54	117,892.74	120,045.93	122,259.13	124,442.33	126,625.53	128,808.73
74	110,508.22	112,718.38	114,928.55	117,138.71	119,348.88	121,559.04	123,769.21	125,979.37	128,189.54	130,399.70
75	111,856.50	114,093.63	116,330.76	118,567.89	120,805.82	123,047.15	125,279.28	127,516.41	129,753.54	131,990.67
76	113,204.78	115,468.88	117,732.97	119,997.07	122,261.16	124,529.26	126,789.35	129,053.45	131,317.54	133,581.64
77	114,553.06	116,844.08	119,147.16	121,411.24	123,675.34	125,995.44	128,295.52	130,529.60	132,791.72	135,172.61
78	115,901.34	118,219.28	120,521.42	122,825.42	124,981.52	127,201.62	129,501.70	131,731.78	134,003.90	136,763.60
79	117,249.62	119,594.52	121,895.56	124,239.62	126,347.72	128,407.82	130,707.90	132,937.98	135,210.16	138,354.59
80	118,597.90	120,969.76	123,196.60	125,653.82	127,653.92	129,613.92	131,914.10	134,044.16	136,416.32	140,000.58
81	119,946.18	122,345.00	124,497.64	126,959.02	128,959.12	130,820.12	133,120.30	135,250.36	137,622.52	141,646.57
82	121,294.46	123,720.24	125,798.68	128,264.22	130,264.32	132,026.32	134,326.52	136,456.58	138,828.74	143,292.56
83	122,642.74	125,095.48	127,099.72	129,569.42	131,569.52	133,232.52	135,532.72	138,062.74	140,434.96	144,938.55
84	123,991.02	126,470.72	128,400.76	130,874.62	132,874.72	134,538.72	136,838.92	140,338.96	142,041.18	146,584.54
85	125,339.30	127,845.96	129,711.80	132,179.82	134,179.92	135,844.92	138,144.12	142,154.18	143,647.40	148,230.53
86	126,687.58	129,221.20	131,086.84	133,485.02	135,485.12	137,150.12	139,449.32	144,058.40	145,253.62	150,000.52
87	128,035.86	130,596.44	132,461.88	134,790.22	136,790.32	138,455.32	140,754.52	145,962.62	146,859.84	151,646.51
88	129,384.14	131,971.68	133,836.92	136,095.42	138,095.52	139,760.52	142,059.72	147,866.84	148,466.06	153,292.50
89	130,732.42	133,346.92	135,211.96	137,400.62	139,400.72	141,065.72	143,365.92	149,771.06	150,072.28	154,938.49
90	132,080.70	134,722.16	136,586.96	138,705.82	140,705.92	142,371.92	144,671.12	151,675.28	151,677.50	156,584.48
91	133,428.98	136,097.40	137,961.96	140,011.02	142,011.22	143,677.12	145,976.32	153,579.50	153,283.72	158,230.47
92	134,777.26	137,472.64	139,336.96	141,316.22	143,316.42	144,982.32	147,281.52	155,483.72	154,889.94	160,000.46
93	136,125.54	138,847.88	140,711.96	142,621.42	144,621.62	146,287.52	148,586.72	157,387.94	156,496.16	161,646.45
94	137,473.82	140,223.12	142,086.96	143,926.62	145,926.82	147,592.72	149,891.92	159,292.16	158,102.38	163,292.44
95	138,822.10	141,598.36	143,461.96	145,231.82	147,231.82	148,897.92	151,197.12	161,196.38	159,708.60	164,938.43
96	140,170.38	142,973.60	144,836.96	146,537.02	148,537.02	150,203.12	152,502.32	163,100.60	161,314.82	166,584.42
97	141,518.66	144,348.84	146,211.96	147,842.22	149,842.22	151,508.32	153,807.52	165,004.82	162,921.04	168,230.41
98	142,866.94	145,724.08	147,586.96	149,147.42	151,147.42	152,813.52	155,112.72	166,909.04	164,527.26	169,876.40
99	144,215.22	147,099.32	148,961.96	150,452.62	152,452.62	153,918.72	156,417.92	168,813.26	166,133.48	171,522.39

GRADE	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
1	14,514.23	14,756.13	14,998.04	15,239.94	15,481.84	15,723.75	15,965.65	16,207.55	16,449.46	16,691.36
2	16,132.18	16,401.05	16,669.92	16,938.78	17,207.65	17,476.52	17,745.39	18,014.26	18,283.13	18,552.00
3	17,751.49	18,047.35	18,343.21	18,639.07	18,934.92	19,230.78	19,526.64	19,822.50	20,118.36	20,414.22
4	19,368.05	19,690.85	20,013.65	20,336.45	20,659.25	20,982.05	21,304.85	21,627.65	21,950.45	22,273.26
5	20,985.98	21,335.75	21,685.52	22,035.28	22,385.05	22,734.82	23,084.58	23,434.35	23,784.12	24,133.88
6	22,603.92	22,980.65	23,357.38	23,734.12	24,110.85	24,487.58	24,864.31	25,241.04	25,617.78	25,994.51
7	24,221.87	24,625.57	25,029.26	25,432.96	25,836.66	26,240.36	26,644.05	27,047.75	27,451.45	27,855.15
8	25,838.58	26,269.22	26,699.87	27,130.51	27,561.15	27,991.80	28,422.44	28,853.08	29,283.72	29,714.37
9	27,456.35	27,913.95	28,371.56	28,829.17	29,286.77	29,744.38	30,201.98	30,659.59	31,117.19	31,574.80
10	29,074.30	29,558.87	30,043.44	30,528.01	31,012.58	31,497.15	31,981.73	32,466.30	32,950.87	33,435.44
11	30,692.23	31,203.77	31,715.31	32,226.84	32,738.38	33,249.92	33,761.46	34,272.99	34,784.53	35,296.07
12	32,310.16	32,848.66	33,387.16	33,925.66	34,464.17	35,002.67	35,541.17	36,079.67	36,618.18	37,156.68
12A	27,813.78	28,352.28	28,890.78	29,429.28	29,967.79	30,506.29	31,044.79	31,583.29	32,121.80	32,660.30
13	33,928.10	34,493.57	35,059.04	35,624.51	36,189.98	36,755.45	37,320.91	37,886.38	38,451.85	39,017.32
14	35,544.66	36,137.07	36,729.48	37,321.89	37,914.30	38,506.72	39,099.13	39,691.54	40,283.95	40,876.36
14C	30,384.84	30,891.25	31,397.67	31,904.08	32,410.50	32,916.91	33,423.32	33,929.74	34,436.15	34,942.57
15	37,162.60	37,781.97	38,401.35	39,020.73	39,640.10	40,259.48	40,878.86	41,498.23	42,117.61	42,736.99
16	38,780.54	39,426.89	40,073.23	40,719.57	41,365.91	42,012.26	42,658.60	43,304.94	43,951.28	44,597.63
17	40,399.86	41,073.19	41,746.52	42,419.85	43,093.18	43,766.52	44,439.85	45,113.18	45,786.51	46,459.84
17A	36,603.11	37,276.42	37,949.73	38,623.04	39,296.35	39,969.67	40,642.98	41,316.29	41,989.60	42,662.91
18	42,016.40	42,716.68	43,416.95	44,117.22	44,817.50	45,517.77	46,218.04	46,918.32	47,618.59	48,318.86
19	43,634.35	44,361.59	45,088.83	45,816.07	46,543.31	47,270.55	47,997.79	48,725.03	49,452.27	50,179.50
20	45,252.29	46,006.49	46,760.70	47,514.90	48,269.11	49,023.31	49,777.52	50,531.72	51,285.93	52,040.13
21	46,870.24	47,651.41	48,432.58	49,213.75	49,994.92	50,776.09	51,557.26	52,338.43	53,119.60	53,900.77
21P	46,870.24	47,651.41	48,432.58	49,213.75	49,994.92	50,776.09	51,557.26	52,338.43	53,119.60	53,900.77
22	48,488.16	49,296.30	50,104.43	50,912.57	51,720.70	52,528.84	53,336.98	54,145.11	54,953.25	55,761.38
23	50,104.72	50,939.79	51,774.87	52,609.95	53,445.03	54,280.11	55,115.19	55,950.27	56,785.34	57,620.42
24	51,722.65	52,584.70	53,446.74	54,308.78	55,170.83	56,032.87	56,894.92	57,756.96	58,619.01	59,481.05
25	53,340.60	54,229.61	55,118.62	56,007.63	56,896.64	57,785.65	58,674.66	59,563.67	60,452.68	61,341.69
26	54,958.55	55,874.52	56,790.50	57,706.48	58,622.45	59,538.43	60,454.40	61,370.38	62,286.35	63,202.33
27	56,576.48	57,519.43	58,462.37	59,405.31	60,348.25	61,291.19	62,234.13	63,177.07	64,120.02	65,062.96
28	58,193.00	59,162.89	60,132.77	61,102.65	62,072.54	63,042.42	64,012.30	64,982.19	65,952.07	66,921.95
29	59,810.95	60,807.80	61,804.65	62,801.50	63,798.35	64,795.20	65,792.05	66,788.90	67,785.75	68,782.59
30	61,428.89	62,452.70	63,476.52	64,500.33	65,524.15	66,547.96	67,571.78	68,595.59	69,619.41	70,643.22
31	63,046.82	64,097.60	65,148.38	66,199.17	67,249.95	68,300.73	69,351.51	70,402.29	71,453.07	72,503.85
32	64,664.76	65,742.51	66,820.25	67,898.00	68,975.74	70,053.49	71,131.24	72,208.98	73,286.73	74,364.47
33	66,282.71	67,387.42	68,492.13	69,596.84	70,701.56	71,806.27	72,910.98	74,015.69	75,120.40	76,225.11
34	67,900.64	69,032.32	70,164.00	71,295.68	72,427.35	73,559.03	74,690.71	75,822.39	76,954.06	78,085.74
35	69,518.58	70,677.22	71,835.87	72,994.51	74,153.15	75,311.80	76,470.44	77,629.08	78,787.72	79,946.37
36	71,136.52	72,322.12	73,507.73	74,693.34	75,878.95	77,064.56	78,250.17	79,435.78	80,621.38	81,806.99
37	72,753.07	73,965.62	75,178.17	76,390.73	77,603.28	78,815.83	80,028.38	81,240.93	82,453.48	83,666.03
38	74,371.01	75,610.52	76,850.04	78,089.56	79,329.08	80,568.59	81,808.11	83,047.63	84,287.14	85,526.66
39	75,988.96	77,255.44	78,521.92	79,788.40	81,054.89	82,321.37	83,587.85	84,854.33	86,120.82	87,387.30
40	77,606.89	78,900.34	80,193.79	81,487.24	82,780.68	84,074.13	85,367.58	86,661.03	87,954.48	89,247.93
41	79,224.82	80,545.23	81,865.64	83,186.06	84,506.47	85,826.88	87,147.30	88,467.71	89,788.12	91,108.54
42	80,841.38	82,188.74	83,536.10	84,883.45	86,230.81	87,578.17	88,925.52	90,272.88	91,620.24	92,967.59
43	82,459.33	83,833.65	85,207.98	86,582.30	87,956.62	89,330.94	90,705.27	92,079.59	93,453.91	94,828.23
44	84,077.26	85,478.54	86,879.83	88,281.12	89,682.41	91,083.69	92,484.98	93,886.27	95,287.56	96,688.84
45	85,695.20	87,123.46	88,551.71	89,979.96	91,408.22	92,836.47	94,264.72	95,692.98	97,121.23	98,549.48
46	87,313.13	88,768.35	90,223.57	91,678.78	93,134.00	94,589.22	96,044.44	97,499.66	98,954.88	100,410.10
47	88,931.06	90,413.25	91,895.43	93,377.62	94,859.80	96,341.99	97,824.17	99,306.35	100,788.54	102,270.72
48	90,549.01	92,058.16	93,567.31	95,076.46	96,585.61	98,094.76	99,603.91	101,113.06	102,622.21	104,131.36
49	92,166.95	93,703.06	95,239.18	96,775.30	98,311.41	99,847.53	101,383.64	102,919.76	104,455.87	105,991.99
50	93,784.88	95,347.97	96,911.05	98,474.13	100,037.21	101,600.29	103,163.37	104,726.45	106,289.54	107,852.62

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GRADE	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
51	95,401.44	96,991.46	98,581.49	100,171.51	101,761.54	103,351.56	104,941.58	106,531.61	108,121.63	109,711.66
52	97,019.39	98,636.38	100,253.37	101,870.36	103,487.35	105,104.34	106,721.33	108,338.32	109,955.31	111,572.30
53	98,637.32	100,281.28	101,925.23	103,569.19	105,213.15	106,857.10	108,501.06	110,145.01	111,788.97	113,432.92
54	100,255.27	101,926.19	103,597.11	105,268.04	106,938.96	108,609.88	110,280.80	111,951.72	113,622.64	115,293.56
55	101,873.20	103,571.08	105,268.97	106,966.86	108,664.74	110,362.63	112,060.52	113,758.40	115,456.29	117,154.18
56	103,489.75	105,214.58	106,939.41	108,664.24	110,389.07	112,113.90	113,838.73	115,563.56	117,288.39	119,013.22
57	105,107.69	106,859.48	108,611.28	110,363.07	112,114.87	113,866.66	115,618.46	117,370.25	119,122.05	120,873.84
58	106,725.64	108,504.40	110,283.16	112,061.92	113,840.68	115,619.44	117,398.20	119,176.96	120,955.72	122,734.48
59	108,343.57	110,149.30	111,959.02	113,760.75	115,566.48	117,372.20	119,177.93	120,983.66	122,789.38	124,595.11
60	109,961.51	111,794.20	113,626.89	115,459.58	117,292.28	119,124.97	120,957.66	122,790.35	124,623.04	126,455.73
61	111,579.44	113,439.10	115,298.76	117,158.42	119,018.07	120,877.73	122,737.39	124,597.05	126,456.70	128,316.36
62	113,197.39	115,084.02	116,970.64	118,857.26	120,743.88	122,630.51	124,517.13	126,403.75	128,290.38	130,177.00
63	114,815.33	116,728.92	118,642.51	120,556.09	122,469.68	124,383.27	126,296.86	128,210.45	130,124.04	132,037.63
64	116,433.25	118,373.81	120,314.36	122,254.91	124,195.47	126,136.02	128,076.58	130,017.13	131,957.69	133,898.24
65	118,049.80	120,017.29	121,984.79	123,952.29	125,919.78	127,887.28	129,854.78	131,822.27	133,789.77	135,757.27
66	119,667.77	121,662.21	123,656.67	125,651.13	127,645.59	129,640.05	131,634.52	133,628.98	135,623.44	137,617.91
67	121,285.68	123,307.11	125,328.54	127,349.96	129,371.39	131,392.82	133,414.25	135,435.68	137,457.10	139,478.53
68	122,903.63	124,952.02	127,000.42	129,048.81	131,097.20	133,145.60	135,193.99	137,242.38	139,290.78	141,339.17
69	124,521.56	126,596.91	128,672.27	130,747.63	132,822.99	134,898.35	136,973.71	139,049.07	141,124.43	143,199.78
70	126,139.11	128,240.41	130,342.71	132,445.01	134,542.32	136,649.62	138,751.92	140,854.22	142,956.52	145,058.82
71	127,756.63	129,885.30	132,014.57	134,143.83	136,273.10	138,402.37	140,531.64	142,660.90	144,790.17	146,919.44
72	129,373.99	131,530.73	133,686.46	135,842.69	137,998.92	140,155.16	142,311.39	144,467.62	146,623.86	148,780.09
73	130,991.93	133,175.13	135,358.33	137,543.52	139,724.72	141,907.92	144,091.12	146,274.32	148,457.52	150,640.72
74	132,609.86	134,820.03	137,030.19	139,240.36	141,450.52	143,660.69	145,870.85	148,081.01	150,291.18	152,501.34
75	134,227.80	136,464.93	138,702.06	140,939.19	143,176.32	145,413.75	147,650.58	149,887.71	152,124.84	154,361.97
76	135,845.74	138,109.83	140,373.93	142,638.02	144,902.12	147,166.21	149,430.31	151,694.41	153,958.50	156,222.60
77	137,463.68	140,000.00	142,500.00	144,500.00	146,500.00	148,500.00	150,500.00	152,500.00	154,500.00	156,500.00
78	139,081.62	142,000.00	144,500.00	146,500.00	148,500.00	150,500.00	152,500.00	154,500.00	156,500.00	158,500.00
79	140,699.56	143,500.00	146,000.00	148,000.00	150,000.00	152,000.00	154,000.00	156,000.00	158,000.00	160,000.00
80	142,317.50	145,000.00	147,500.00	149,500.00	151,500.00	153,500.00	155,500.00	157,500.00	159,500.00	161,500.00
81	143,935.44	146,500.00	149,000.00	151,000.00	153,000.00	155,000.00	157,000.00	159,000.00	161,000.00	163,000.00
82	145,553.38	148,000.00	150,500.00	152,500.00	154,500.00	156,500.00	158,500.00	160,500.00	162,500.00	164,500.00
83	147,171.32	149,500.00	152,000.00	154,000.00	156,000.00	158,000.00	160,000.00	162,000.00	164,000.00	166,000.00
84	148,789.26	151,000.00	153,500.00	155,500.00	157,500.00	159,500.00	161,500.00	163,500.00	165,500.00	167,500.00
85	150,407.20	152,500.00	155,000.00	157,000.00	159,000.00	161,000.00	163,000.00	165,000.00	167,000.00	169,000.00
86	152,025.14	154,500.00	157,000.00	159,000.00	161,000.00	163,000.00	165,000.00	167,000.00	169,000.00	171,000.00
87	153,643.08	156,000.00	158,500.00	160,500.00	162,500.00	164,500.00	166,500.00	168,500.00	170,500.00	172,500.00
88	155,261.02	157,500.00	160,000.00	162,000.00	164,000.00	166,000.00	168,000.00	170,000.00	172,000.00	174,000.00
89	156,879.96	159,000.00	161,500.00	163,500.00	165,500.00	167,500.00	169,500.00	171,500.00	173,500.00	175,500.00
90	158,497.90	160,500.00	163,000.00	165,000.00	167,000.00	169,000.00	171,000.00	173,000.00	175,000.00	177,000.00
91	160,115.84	162,000.00	164,500.00	166,500.00	168,500.00	170,500.00	172,500.00	174,500.00	176,500.00	178,500.00
92	161,733.78	163,500.00	166,000.00	168,000.00	170,000.00	172,000.00	174,000.00	176,000.00	178,000.00	180,000.00
93	163,351.72	165,000.00	167,500.00	169,500.00	171,500.00	173,500.00	175,500.00	177,500.00	179,500.00	181,500.00
94	164,969.66	166,500.00	169,000.00	171,000.00	173,000.00	175,000.00	177,000.00	179,000.00	181,000.00	183,000.00
95	166,587.60	168,000.00	170,500.00	172,500.00	174,500.00	176,500.00	178,500.00	180,500.00	182,500.00	184,500.00
96	168,205.54	169,500.00	172,000.00	174,000.00	176,000.00	178,000.00	180,000.00	182,000.00	184,000.00	186,000.00
97	169,823.48	171,000.00	173,500.00	175,500.00	177,500.00	179,500.00	181,500.00	183,500.00	185,500.00	187,500.00
98	171,441.42	172,500.00	175,000.00	177,000.00	179,000.00	181,000.00	183,000.00	185,000.00	187,000.00	189,000.00
99	173,059.36	174,000.00	176,500.00	178,500.00	180,500.00	182,500.00	184,500.00	186,500.00	188,500.00	190,500.00
100	174,677.30	175,500.00	178,000.00	180,000.00	182,000.00	184,000.00	186,000.00	188,000.00	190,000.00	192,000.00
101	176,295.24	177,000.00	179,500.00	181,500.00	183,500.00	185,500.00	187,500.00	189,500.00	191,500.00	193,500.00
102	177,913.18	178,500.00	181,000.00	183,000.00	185,000.00	187,000.00	189,000.00	191,000.00	193,000.00	195,000.00
103	179,531.12	179,500.00	182,000.00	184,000.00	186,000.00	188,000.00	190,000.00	192,000.00	194,000.00	196,000.00
104	181,149.06	180,500.00	183,000.00	185,000.00	187,000.00	189,000.00	191,000.00	193,000.00	195,000.00	197,000.00
105	182,767.00	181,500.00	184,000.00	186,000.00	188,000.00	190,000.00	192,000.00	194,000.00	196,000.00	198,000.00
106	184,384.94	182,500.00	185,000.00	187,000.00	189,000.00	191,000.00	193,000.00	195,000.00	197,000.00	199,000.00
107	186,002.88	183,500.00	186,000.00	188,000.00	190,000.00	192,000.00	194,000.00	196,000.00	198,000.00	200,000.00
108	187,620.82	184,500.00	187,000.00	189,000.00	191,000.00	193,000.00	195,000.00	197,000.00	199,000.00	201,000.00
109	189,238.76	185,500.00	188,000.00	190,000.00	192,000.00	194,000.00	196,000.00	198,000.00	200,000.00	202,000.00
110	190,856.70	186,500.00	189,000.00	191,000.00	193,000.00	195,000.00	197,000.00	199,000.00	201,000.00	203,000.00
111	192,474.64	187,500.00	190,000.00	192,000.00	194,000.00	196,000.00	198,000.00	200,000.00	202,000.00	204,000.00
112	194,092.58	188,500.00	191,000.00	193,000.00	195,000.00	197,000.00	199,000.00	201,000.00	203,000.00	205,000.00
113	195,710.52	189,500.00	192,000.00	194,000.00	196,000.00	198,000.00	200,000.00	202,000.00	204,000.00	206,000.00
114	197,328.46	190,500.00	193,000.00	195,000.00	197,000.00	199,000.00	201,000.00	203,000.00	205,000.00	207,000.00
115	198,946.40	191,500.00	194,000.00	196,000.00	198,000.00	200,000.00	202,000.00	204,000.00	206,000.00	208,000.00
116	200,564.34	192,500.00	195,000.00	197,000.00	199,000.00	201,000.00	203,000.00	205,000.00	207,000.00	209,000.00
117	202,182.28	193,500.00	196,000.00	198,000.00	200,000.00	202,000.00	204,000.00	206,000.00	208,000.00	210,000.00
118	203,800.22	194,500.00	197,000.00	199,000.00	201,000.00	203,000.00	205,000.00	207,000.00	209,000.00	211,000.00
119	205,418.16	195,500.00	198,000.00	200,000.00	202,000.00	204,000.00	206,000.00	208,000.00	210,000.00	212,000.00
120	207,036.10	196,500.00	199,000.00	201,000.00	203,000.00	205,000.00	207,000.00	209,000.00	211,000.00	213,000.00
121	208,654.04	197,500.00	200,000.00	202,000.00	204,000.00	206,000.00	208,000.00	210,000.00	212,000.00	214,000.00
122	210,272.98	198,500.00	201,000.00	203,000.00	205,000.00	207,000.00	209,000.00	211,000.00	213,000.00	215,000.00
123	211,890.92	199,500.00	202,000.00	204,000.00	206,000.00	208,000.00	210,000.00	212,000.00	214,000.00	216,000.00
124	213,508.86	200,500.00	203,000.00	205,000.00	207,000.00	209,000.00	211,000.00	213,000.00	215,000.00	217,000.00
125	215,126.80	201,500.00	204,000.00	206,000.00	208,000.00	210,000.00	212,000.00	214,000		

GRADE	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24	MAXIMUM
1	16,933.27	17,175.17	17,417.07	17,658.98	17,900.88	18,143.36
2	18,820.87	19,089.74	19,358.61	19,627.48	19,896.35	20,165.21
3	20,710.07	21,005.93	21,301.79	21,597.65	21,893.51	22,189.37
4	22,596.06	22,918.86	23,241.66	23,564.46	23,887.26	24,210.06
5	24,483.65	24,833.41	25,183.18	25,532.95	25,882.71	26,233.05
6	26,371.24	26,747.97	27,124.70	27,501.44	27,878.17	28,254.90
7	28,258.85	28,662.54	29,066.24	29,469.94	29,873.64	30,277.90
8	30,145.01	30,575.65	31,006.30	31,436.94	31,867.58	32,298.74
9	32,032.41	32,490.01	32,947.62	33,405.22	33,862.83	34,320.44
10	33,920.01	34,404.58	34,889.16	35,373.73	35,858.30	36,343.45
11	35,807.60	36,319.14	36,830.68	37,342.22	37,853.75	38,365.29
12	37,695.18	38,233.68	38,772.19	39,310.69	39,849.19	40,388.30
12A	33,198.80	33,737.30	34,275.81	34,814.31	35,352.81	44,857.51
13	39,582.79	40,148.26	40,713.72	41,279.19	41,844.66	42,410.13
14	41,468.77	42,061.18	42,653.59	43,246.00	43,838.41	44,430.81
14C	35,448.98	35,955.39	36,461.81	36,968.22	37,474.64	55,916.54
15	43,356.36	43,975.74	44,595.12	45,214.49	45,833.87	46,453.82
16	45,243.97	45,890.31	46,536.65	47,183.00	47,829.34	48,475.66
17	47,133.17	47,806.50	48,479.83	49,153.16	49,826.49	50,499.83
17A	43,336.22	44,009.53	44,682.84	45,356.15	46,029.46	61,800.00
18	49,019.14	49,719.41	50,419.68	51,119.96	51,820.23	52,520.50
19	50,906.74	51,633.98	52,361.22	53,088.46	53,815.70	54,543.52
20	52,794.34	53,548.54	54,302.75	55,056.95	55,811.16	56,565.35
21	54,681.94	55,463.11	56,244.28	57,025.45	57,806.62	58,588.37
21P	54,681.94	55,463.11	56,244.28	57,025.45	57,806.62	58,588.37
22	56,569.52	57,377.66	58,185.79	58,993.93	59,802.06	60,610.21
23	58,455.50	59,290.58	60,125.66	60,960.74	61,795.82	62,630.89
24	60,343.09	61,205.14	62,067.18	62,929.23	63,791.27	64,653.88
25	62,230.70	63,119.71	64,008.72	64,897.73	65,786.74	66,675.74
26	64,118.31	65,034.28	65,950.26	66,866.23	67,782.21	68,698.74
27	66,005.90	66,948.84	67,891.78	68,834.72	69,777.66	70,720.57
28	67,891.84	68,861.72	69,831.60	70,801.49	71,771.37	72,741.28
29	69,779.44	70,776.29	71,773.14	72,769.99	73,766.84	74,764.27
30	71,667.04	72,690.85	73,714.67	74,738.48	75,762.30	76,786.13
31	73,554.63	74,605.41	75,656.19	76,706.97	77,757.75	78,805.65
32	75,442.22	76,519.97	77,597.71	78,675.46	79,753.20	80,830.97
33	77,329.83	78,434.54	79,539.25	80,643.96	81,748.67	82,853.97
34	79,217.42	80,349.10	81,480.77	82,612.45	83,744.13	84,875.82
35	81,105.01	82,263.65	83,422.30	84,580.94	85,739.58	86,898.81
36	82,992.60	84,178.21	85,363.82	86,549.43	87,735.04	88,920.67
37	84,878.58	86,091.14	87,303.69	88,516.24	89,728.79	90,941.35
38	86,766.18	88,005.69	89,245.21	90,484.73	91,724.24	92,964.35
39	88,653.78	89,920.26	91,186.75	92,453.23	93,719.71	94,986.19
40	90,541.37	91,834.82	93,128.27	94,421.72	95,715.17	97,009.19
41	92,428.95	93,749.37	95,069.78	96,390.19	97,710.61	99,031.04
42	94,314.95	95,662.30	97,009.66	98,357.02	99,704.37	101,051.73
43	96,202.55	97,576.88	98,951.20	100,325.52	101,699.84	103,074.74
44	98,090.13	99,491.42	100,892.71	102,293.99	103,695.28	105,096.58
45	99,977.74	101,405.99	102,834.24	104,262.50	105,690.75	107,119.59
46	101,865.32	103,320.53	104,775.75	106,230.97	107,686.19	109,141.42
47	103,752.91	105,235.09	106,717.28	108,199.46	109,681.65	111,164.43
48	105,640.51	107,149.66	108,658.81	110,167.96	111,677.11	113,186.28
49	107,528.11	109,064.22	110,600.34	112,136.45	113,672.57	115,209.27
50	109,415.70	110,978.78	112,541.86	114,104.94	115,668.02	117,231.12

HCPR - 000895

GRADE	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24	MAXIMUM
51	111,304.68	112,894.70	114,481.73	116,074.75	117,661.78	119,251.79
52	113,189.29	114,806.28	116,423.27	118,040.26	119,657.25	121,274.82
53	115,076.88	116,720.83	118,364.79	120,008.74	121,652.70	123,296.65
54	116,964.48	118,635.41	120,306.33	121,927.25	123,648.17	125,319.66
55	118,852.06	120,549.95	122,247.84	123,945.72	125,643.61	127,341.50
56	120,738.04	122,462.87	124,187.70	125,942.53	127,637.36	129,368.18
57	122,625.64	124,377.43	126,129.23	127,881.02	129,632.02	131,385.17
58	124,513.24	126,292.00	128,070.76	129,849.52	131,628.28	133,407.02
59	126,400.83	128,206.56	130,042.29	131,818.01	133,623.74	135,430.03
60	128,288.43	130,124.12	131,953.61	133,786.50	135,619.19	137,451.87
61	130,176.02	132,035.68	133,895.33	135,754.99	137,614.65	139,474.88
62	132,063.62	133,950.25	135,836.87	137,723.49	139,610.12	141,496.71
63	133,951.22	135,864.80	137,778.39	139,691.98	141,605.57	143,519.72
64	135,838.79	137,779.35	139,719.90	141,660.46	143,601.01	145,541.56
65	137,723.76	139,692.26	141,659.76	143,627.25	145,594.75	147,562.26
66	139,612.37	141,606.83	143,601.29	145,595.76	147,590.22	149,585.26
67	141,499.96	143,521.39	145,542.82	147,564.24	149,585.67	151,607.11
68	143,387.57	145,435.96	147,484.39	149,532.75	151,581.14	153,630.10
69	145,275.14	147,350.50	149,425.06	151,501.22	153,576.58	155,651.96
70	147,161.33	149,263.43	151,365.73	153,468.03	155,570.33	157,672.64
71	149,048.70	151,177.97	153,307.24	155,436.51	157,565.77	159,695.64
72	150,936.32	153,092.56	155,248.79	157,405.02	159,561.26	161,717.48
73	152,823.92	155,007.11	157,190.31	159,373.51	161,556.71	163,740.48
74	154,711.51	156,921.67	159,131.84	161,342.00	163,552.17	165,762.34
75	156,599.10	158,836.23	161,073.36	163,350.49	165,547.62	167,785.33
76	158,486.69	160,750.79	163,014.88	165,278.98	167,543.07	169,807.18
89	26,515.44	26,894.23	27,273.02	27,651.82	28,030.61	28,514.29
90	42,764.96	43,375.89	43,986.82	44,597.74	45,208.67	45,765.44
91	48,861.97	49,568.00	50,258.03	50,956.06	51,654.09	48,862.21
92	60,133.82	60,974.78	61,830.53	62,689.29	63,548.05	60,133.70
93	71,364.06	72,383.55	73,403.04	74,422.52	75,442.01	71,362.90
95	63,863.91	64,776.25	65,688.60	66,600.94	67,513.28	63,862.29
99	4.72	4.79	4.85	4.92	4.99	5.06

HCPR - 000896
285



**HORRY COUNTY GOVERNMENT
STATEMENT OF WAGES**

Employee: DOYLE, WYLIE MCNEIL [REDACTED]

Department: 10 460

Position: 6053 FIREFIGHTER/PARAMEDIC

Current Grade: 17

New Grade: 15

Salary: 40,653.76

New Salary: 44,898.00

New title: 3060 FIREFIGHTER

Reason for Notice: FY 2008 Public Safety Salary Reveal

Effective date: MARCH 29, 2008

Pay Period: Bi-Weekly Other

Payment Place: HC GOVERNMENT, CONWAY, SC Day: Friday Time: 8:00 AM

Deductions to be made from wages, including payments for insurance programs, employment expenses, garnishment of wages, etc. (Exclude income taxes and FICA)

WAIVER OF WAGES

HORRY COUNTY GOVERNMENT RESERVES THE RIGHT TO DEDUCT FROM YOUR WAGES FOR AND DEBT THAT YOU HAVE INCURRED AGAINST THIS ORGANIZATION ON YOUR BEHALF.

4/20/08
DATE

[Signature]
EMPLOYEE'S SIGNATURE

4/16/08
DATE

[Signature]
HUMAN RESOURCES REPRESENTATIVE

Plaintiff Exhibit 7

From: Smith, Matthew
Sent: Monday, January 26, 2015 3:39 PM
To: Hagemeyer, Denise
Cc: Crosby, Frederick
Subject: FW: Entry & Step Level Pay Rates

Matthew D. Smith | Battalion Chief of Special Projects
Horry County Government
Horry County Fire Rescue
2560 N. Main Street, Suite 1, Conway, South Carolina 29526
Tel (843) 915-7068 | Fax (843) 915-6190 | smithm@horrycounty.org
www.horrycounty.org

From: Finney, Kelli
Sent: Friday, April 04, 2014 12:01 PM
To: Hassenplug, Sally
Cc: Smith, Matthew
Subject: RE: Entry & Step Level Pay Rates

Thanks Sally, may I get an updated PROPAY listing.
Thanks,

Kelli Finney | Payroll Supervisor
Horry County Finance
Contact | P: 843-915-7012 | F: 843-915-6181 | E: finneyk@horrycounty.org

From: Hassenplug, Sally
Sent: Friday, April 04, 2014 7:27 AM
To: Finney, Kelli
Cc: Smith, Matthew
Subject: RE: Entry & Step Level Pay Rates

Kelli, Steve is a FF/EMT, not a Paramedic, been here since 2008.

From: Finney, Kelli
Sent: Thursday, April 03, 2014 5:08 PM
To: Smith, Matthew; Hassenplug, Sally
Subject: RE: Entry & Step Level Pay Rates

Thanks Matthew,
That is what I am working from, but trying to verify some of the numbers, I thought if you had a scale from previous years it would assist in making sense. But I have made a lot of progress again this afternoon.

Additional question - #6027 Schneider -- is he a paramedic that has the propay or not? I do not see his name on the listing Sally provided, however, his payrate would suggest otherwise. Please advise.
Thank you,

Kelli Finney | Payroll Supervisor
Horry County Finance
Contact | P: 843-915-7012 | F: 843-915-6181 | E: finneyk@horrycounty.org

From: Smith, Matthew
Sent: Thursday, April 03, 2014 4:51 PM
To: Finney, Kelli; Hassenplug, Sally
Subject: RE: Entry & Step Level Pay Rates

Ummm, I don't think we got any steps in the five previous five years leading up to 2013 so referencing the 2008 payscale would probably be the thing to do. I'm not certain of that but I know salary just took the starting pay of a grade 15 and added \$7500 on it for new hire medics.

Matthew D. Smith | Battalion Chief of Special Projects
Horry County Government
Horry County Fire Rescue
2560 N. Main Street, Suite 1, Conway, South Carolina 29526
Tel (843) 915-7068 | Fax (843) 915-6190 | smithm@horrycounty.org
www.horrycounty.org

From: Finney, Kelli
Sent: Thursday, April 03, 2014 2:09 PM
To: Smith, Matthew; Hassenplug, Sally
Subject: Entry & Step Level Pay Rates

Good Afternoon,

I am further reviewing propay/salary rates. Matthew previously provided me with the Entry and Step level salary table that was effective November 2013. To continue my research/discovery could you send me these tables for the previous years.

Many thanks,

Kelli Finney | Payroll Supervisor
Horry County Finance | 1301 2nd Avenue: PO Box 1236, Conway, SC 29528-0296
Contact | P: 843-915-7012 | F: 843-915-6060 | E: finneyk@horrycounty.org
www.horrycounty.org

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Plaintiff Exhibit 8

Employee	Date of Hire	Years of Service	New Base Salary	ProPay	New Total Compensation	Current Total Compensation	Difference
David Todd	4/8/1989	24	\$48,540.17	\$7,500.00	\$56,040.17	\$48,505.00	\$7,535.17
Weldon Alford	7/27/1992	21	\$46,572.32	\$7,500.00	\$54,072.32	\$47,863.45	\$6,208.87
Wylie Doyle	3/29/1993	20	\$45,916.37	\$7,500.00	\$53,416.37	\$48,869.39	\$4,546.98
Kenneth Parker	5/6/1996	17	\$43,948.53	\$7,500.00	\$51,448.53	\$45,355.49	\$6,093.04
Michael Mallory	10/21/1996	17	\$43,948.53	\$7,500.00	\$51,448.53	\$47,499.66	\$3,948.87
Timothy Lee	10/27/1997	16	\$43,292.58	\$7,500.00	\$50,792.58	\$44,534.20	\$6,258.38
Kimberly Mottola	5/28/1998	15	\$42,636.63	\$7,500.00	\$50,136.63	\$46,857.51	\$3,279.12
Joseph Graham	7/31/2000	13	\$41,324.74	\$7,500.00	\$48,824.74	\$45,352.74	\$3,472.00
						Total	\$41,342.43

From: Smith, Matthew
Sent: Friday, January 10, 2014 2:07 PM
To: Lee, Timothy
Subject: RE: Propay

No

Matthew D. Smith | Battalion Chief of Special Projects
Horry County Government
Horry County Fire Rescue
2560 N. Main Street, Suite 1, Conway, South Carolina 29526
Tel (843) 915-7068 | Fax (843) 915-6190 | smithm@horrycounty.org
www.horrycounty.org

From: Lee, Timothy
Sent: Friday, January 10, 2014 12:21 PM
To: Smith, Matthew
Subject: RE: Propay

Chief,
I hope you had a great vacation. I was wondering if you have heard any word on the pro-pay.

Thanks
Timmy

From: Smith, Matthew
Sent: Wednesday, December 18, 2013 2:12 PM
To: Lee, Timothy
Subject: RE: Propay

We take your date of hire. Place you in Grade 15 with your steps for the number of years you've been here, and add \$7500 for ProPay. There are some inherent issues I'm dealing with at this point as to the 4 years of suspended steps and such but it should actually be the easiest thing to figure out if it's just plugged in and left alone.

Matthew D. Smith | Battalion Chief of Special Projects
Horry County Government
Horry County Fire Rescue
2560 N. Main Street, Suite 1, Conway, South Carolina 29526
Tel (843) 915-7068 | Fax (843) 915-6190 | smithm@horrycounty.org
www.horrycounty.org

From: Lee, Timothy
Sent: Wednesday, December 18, 2013 1:48 PM
To: Smith, Matthew
Subject: RE: Propay

Chief,
The rumor mill is swarming and for some reason since I am almost finished with my accounting/finance degree and several of the county employees accountant they keep calling me. The staff notes that the Chief put on

email yesterday was very vague. Some people are scared that they are losing the pro-pay, while others of us are curious of how y'all are figuring it out. Is there anyway that I could get some clarification on how the figuring is being done, when it will go into affect, and if at any back pay. Not that I can tell them what is going on, but so I can ease their minds and mine that it will work out ok. Some are worried about this affecting the upcoming tax season, and I told them it depended on when it would take affect.

Thanks,
Timmy

From: Smith, Matthew
Sent: Friday, December 13, 2013 1:45 PM
To: Lee, Timothy
Subject: Re: Propay

I've done the assessments and have a meeting with Whitten next Monday at 9:00 to discuss the issues. After that payroll will be given what your pay should be and turn over a report to Crosby on the total costs. Once Crosby, Whitten, and Eldridge sign off on the new pay rates you'll be advised what it is.

Matthew D. Smith
Battalion Chief of Medical Operations
Horry County Fire Rescue
2560 N. Main St. Suite 1
P: (843) 915-7068
M: (843) 855-1295
Email: smithm@horrycounty.org

On Dec 13, 2013, at 13:36, "Lee, Timothy" <leeti@HorryCounty.org> wrote:

Hey Chief,
I was wondering if any thing has come about with the propay. If so, will we hear anything by the end of the year or next couple of months.
Timmy

From: Smith, Matthew
Sent: Thursday, November 21, 2013 8:32 AM
To: Lee, Timothy
Subject: Propay

Hey bud,
Sally said you contacted her about your pay. I've added your name to the list of people to pull an audit on to verify your receiving all your propay.

Matthew D. Smith | Battalion Chief of Medical Operations
Horry County Government
Horry County Fire Rescue
2560 N. Main Street, Suite 1, Conway, South Carolina 29526
Tel (843) 915-7068 | Fax (843) 915-6190 | smithm@horrycounty.org
www.horrycounty.org

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Plaintiff Exhibit 10

Badgett, Katie

From: Finney, Kelli
Sent: Thursday, July 17, 2014 4:00 PM
To: Badgett, Katie
Cc: Owens, Patrick
Subject: RE: Pro pay
Attachments: PR20140717_1556590167.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Katie,

Here is the information on his pay changes. Note that on 8/1/2013 changes were made to his class, rate and annual salary, which was an increase of only 1.6%. I have pulled the information previously provided to me on his pay changes from his file and I do not have a document for the 8/1/2013 change effective 7/27/2013. If I can be of further assistance let me know. File is attached this time.

Thanks,

Kelli Finney
Payroll Supervisor
finneyk@horrycounty.org
phone 843-915-7012
direct fax 843-915-6060

From: Badgett, Katie
Sent: Thursday, July 17, 2014 10:12 AM
To: Finney, Kelli
Cc: Mottola, Anthony J.
Subject: FW: Pro pay

Kelli- Can you please do a complete breakdown of Anthony's pay since he came on board too?

Anthony- Patrick and I are going to review those who have requested our audit. I will add you to the list and be back in touch with you.

Thanks-
Katie

From: Mottola, Anthony J.
Sent: Thursday, July 17, 2014 8:43 AM
To: Badgett, Katie
Subject: Pro pay

Katie, this email is in reference to the pro pay issue. I would like to go over my file because I don't believe my pay is right.

Thanks

Anthony Mottola / Lieutenant
Horry County Government

Fire Rescue
2560 N Main Street, Conway, South Carolina 29526
Tel 843.915.5190 | Fax 843.915.6190 | Mottolaa@horrycounty.org
www.horrycounty.org

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**HORRY COUNTY GOVERNMENT
STATEMENT OF WAGES**

Employee: MOTTOLA, ANTHONY J. III [REDACTED]

Department: 10 460

Position: 6053 FIREFIGHTER/PARAMEDIC

Current Grade: 17

New Grade: 15

Salary: 34,855.13

New Salary: 32,562.38

New title: 3060 FIREFIGHTER

Reason for Notice: FY 2008 Public Safety Salary Review

Effective date: MARCH 29, 2008

Pay Period: Bi-Weekly Other

Payment Place: HC GOVERNMENT, CONWAY, SC Day: Friday Time: 8:00 AM

Deductions to be made from wages, including payments for insurance programs, employment expenses, garnishment of wages, etc. (Exclude income taxes and FICA)

WAIVER OF WAGES

HORRY COUNTY GOVERNMENT RESERVES THE RIGHT TO DEDUCT FROM YOUR WAGES FOR AND DEBT THAT YOU HAVE INCURRED AGAINST THIS ORGANIZATION ON YOUR BEHALF.

4-17-08
DATE

Anthony J. Mottola
EMPLOYEE'S SIGNATURE

4-15-08
DATE

Ronette Hagwood
HUMAN RESOURCES REPRESENTATIVE

Plaintiff Exhibit 12
NOT ADMITTED

Mottola, Anthony J.

From: Cline, Douglas
Sent: Monday, October 07, 2013 8:25 AM
To: Beans, Kenneth
Cc: McGarahan, John; Mottola, Anthony J.
Subject: Re: Follow up on inequity in pay for Lt. Anthony J. Mottola

Chief,

Thanks for the feedback. My concern, from a supervisors point of view, is that he has lost a substantial amount of pay because being promoted.

I will follow up with you in person. Thank you for the feedback.

Douglas K. Cline | Assistant Chief
Horry County Government
Fire/Rescue
2560 North Main Street, Conway, South Carolina 29526
Tel 843-915-7281 | Fax 843-915-6190 | clined@horrycounty.org
www.horrycounty.org

Sent from my iPhone

On Oct 7, 2013, at 7:40 AM, "Beans, Kenneth" <BeansK@HorryCounty.org> wrote:

When pro-pay was initiated, no policy was established. HR has no written guidance on pro-pay. It was historically handled by Sally issuing a memo to HB, and then Finance Dept. made the salary changes based on that memo. There are several members of the department with pro-pay issues but it's not as simple as add or deduct a specific pro-pay amount based on rank.

On 20 May 2013, I provided Mr. Whitten with a document, showing the formula I would like to use as a basis for a pro-pay policy. Despite a few reminders, no feedback. My plan is to go ahead and create a policy and seek HR and Finance Dept. buy-in, before presenting it to Whitten. As I explained to TJ, both in person and in writing, I'm swamped with work at the moment and when time permits, I'll follow up.

Kenneth Beans | Deputy Chief
Horry County Government
Public Safety Division
Fire Rescue Department
2560 Main Street, Conway, SC 29526
Tel (843) 915-5190 | Fax (843) 915-6190
<http://www.horrycounty.org>
<http://www.horrycountyfirerescue.com>

From: Cline, Douglas
Sent: Sunday, October 06, 2013 9:13 PM
To: Beans, Kenneth

Pro-Pay_Letter057

Doyle(pdr)00003

Cc: McGarahan, John; Mottola, Anthony J.
Subject: Follow up on inequity in pay for Lt. Anthony J. Mottola

Chief Beans,

I am doing a follow up on the status to the inequity in pay for Lt. Anthony J. Mottola. He stated that when he reviewed his pay that Sally sent to him at promotion there was some discrepancy. He went and reviewed the discrepancy in pay with human resources when he was promoted and HR referred him to you. He stated he initially presented this issue to you immediately after going to HR at promotion time, then followed up with you on August 20 following the apparatus committee meeting and again via email September 6. As of this date he has not had any feedback from anyone as to what actions are going to be taken to correct this, if any, and there has been no change in pay.

Based upon reviewing his pay history paperwork, he did not receive the full \$7500 pro-pay amount for his paramedic certification, but when promoted, His pay was deducted \$7500 pro-pay before the promotion pay was calculated and they then added the \$3000 pro-pay for Lieutenants which equates to an inequity in the pay as they took substantially more than he received initially in pro-pay.

He presented this through his chain of command via BC McGarahan asking for follow up since it had been a month since he emailed with you. Can you provided me the status of this situation so I can report back to him. I feel he has been more than patient based upon the time and has respectfully followed the proper chain of command seeking a response.

Please let me know if there is anything I can do to help in the rectification of this situation as I stand willing to assist in anyway needed.

Thank you in advance!

Douglas K. Cline | Assistant Chief
Horry County Government
Horry County Fire Rescue
2560 North Main Street Suite 1, Conway, South Carolina 29526
Tel 843-742-6920 | Fax 843-915-6190 | clined@horrycounty.org
www.horrycounty.org

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.

From: Mottola, Anthony J.
Sent: Sunday, October 06, 2013 8:55 PM
To: Cline, Douglas
Subject: FW:

From: Beans, Kenneth
Sent: Friday, September 06, 2013 2:47 PM
To: Mottola, Anthony J.
Subject: RE:

Pro-Pay_Letter058

Doyle(pdr)00004

I'm sorry, I've not had an opportunity to work on it but it's sitting here in plain view on my desk, as a reminder.

Kenneth Beans
Deputy Chief
Fire Rescue Department

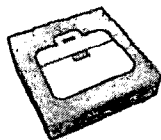
From: Mottola, Anthony J.
Sent: Friday, September 06, 2013 2:47 PM
To: Beans, Kenneth
Subject:

Chief I know things have been crazy around there but I was just wondering if you had received any feedback on the salary issue/propay.

Thanks

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(<http://www.horrycounty.org/Home.aspx>)



Employment Opportunities

All applications must be submitted no later than 5:00 PM EST on the specified closing date. Applicants must pass the required pre-employment physical and background check.

Firefighter with Certified Paramedic

Department: Fire/Rescue

This Position is Currently OPEN

Posted: 4/2/2014

Close Date: Open Until Filled

Salary Range: \$40,298.00

Type: Full Time

Classification: 3060

Position Grade: 15

General Job Description

Under general supervision, the successful candidate will be expected to carry out the tasks required to perform the functions associated with emergency operations. Tasks include, but are not limited to: emergency medical technician (provide pre-hospital care to the level of EMT-Paramedic), fire fighting (entering an immediately dangerous to life or health atmosphere, wearing a full-face respirator, working in extreme environmental conditions, wearing heavy and bulky personal protective equipment, engaging in rigorous physical activity, using specialized tools & equipment), technical rescue operations, and dealing with hazardous materials incidents. Other tasks involve public interaction while assisting in fire prevention & fire education activities, routine station & equipment maintenance and house-keeping duties.

Duties for this Position

- Candidates will be expected to work well in a team-oriented atmosphere, be able to receive, understand and carry out orders (both verbal & written), communicate well, project a professional image, maintain a physical fitness level commensurate to the requirements of the job, possess good interpersonal relationship skills and maintain their composure in emergency situations.

Position Minimum Requirements

- High School diploma or GED required. We will require a current, valid South Carolina Paramedic certificate, or current National Registry Paramedic certification. Personnel must possess a certificate to be good for at least 12 months at time of hire or must show enough training hours for recertification. No fire-fighting credentials are required.
- Applicants must provide a 5-year driving record and have or obtain a South Carolina driver's license within 2 weeks of hire or have a CDL.
- Must be able to pass the required pre-employment physical and background check.

Your resume must be in a completed state before you can apply for a job.



**HORRY COUNTY GOVERNMENT
STATEMENT OF WAGES**

Employee: GIBBINS, DENNIS R. 693

Department: 10 460

Position: 6053 FIREFIGHTER/PARAMEDIC

Current Grade: 17

New Grade: 15

Salary: 35,023.25

New Salary: 39,719.47

New title: 3060 FIREFIGHTER

Reason for Notice: FY 2008 Public Safety Salary Review

Effective date: MARCH 29, 2008

Pay Period: Bi-Weekly Other

Payment Place: HC GOVERNMENT, CONWAY, SC Day: Friday Time: 8:00 AM

Deductions to be made from wages, including payments for insurance programs, employment expenses, garnishment of wages, etc. (Exclude income taxes and FICA)

WAIVER OF WAGES

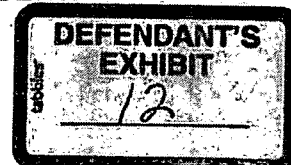
HORRY COUNTY GOVERNMENT RESERVES THE RIGHT TO DEDUCT FROM YOUR WAGES FOR AND DEBT THAT YOU HAVE INCURRED AGAINST THIS ORGANIZATION ON YOUR BEHALF.

4/27/08
DATE

[Signature]
EMPLOYEE'S SIGNATURE

4-15-08
DATE

Rounette Hazwood
HUMAN RESOURCES REPRESENTATIVE





**HORRY COUNTY GOVERNMENT
STATEMENT OF WAGES**

Employee: TODD, DAVID JACK II

Department: 10 460

Position: 6053 FIREFIGHTER/PARAMEDIC

Current Grade: 17

New Grade: 15

Salary: 42,006.95

New Salary: 46,143.71

New title: 3060 FIREFIGHTER

Reason for Notice: FY 2008 Public Safety Salary Review

Effective date: MARCH 29, 2008

Pay Period: Bi-Weekly Other

Payment Place: HC GOVERNMENT, CONWAY, SC Day: Friday Time: 8:00 AM

Deductions to be made from wages, including payments for insurance programs, employment expenses, garnishment of wages, etc. (Exclude income taxes and FICA)

WAIVER OF WAGES
HORRY COUNTY GOVERNMENT RESERVES THE RIGHT TO DEDUCT FROM YOUR WAGES FOR AND DEBT THAT YOU HAVE INCURRED AGAINST THIS ORGANIZATION ON YOUR BEHALF.

4-21-08
DATE

David Jack Todd II
EMPLOYEE'S SIGNATURE

4-15-08
DATE

Ronette Hagwood
HUMAN RESOURCES REPRESENTATIVE



**HORRY COUNTY GOVERNMENT
STATEMENT OF WAGES**

Employee: LEE, TIMOTHY MARSHALL JR [REDACTED]

Department: 10 460

Position: 6053 FIREFIGHTER/PARAMEDIC

Current Grade: 17

New Grade: 15

Salary: 36,883.55

New Salary: 41,428.19

New title: 3060 FIREFIGHTER

Reason for Notice: FY 2008 Public Safety Salary Review

Effective date: MARCH 29, 2008

Pay Period: Bi-Weekly Other

Payment Place: HC GOVERNMENT, CONWAY, SC Day: Friday Time: 8:00 AM

Deductions to be made from wages, including payments for insurance programs, employment expenses, garnishment of wages, etc. (Exclude income taxes and FICA)

WAIVER OF WAGES

HORRY COUNTY GOVERNMENT RESERVES THE RIGHT TO DEDUCT FROM YOUR WAGES FOR AND DEBT THAT YOU HAVE INCURRED AGAINST THIS ORGANIZATION ON YOUR BEHALF.

4/18/08
DATE

T. M. Lee
EMPLOYEE'S SIGNATURE

4-15-08
DATE

Ronette Haywood
HUMAN RESOURCES REPRESENTATIVE

HORRY COUNTY
EMPLOYMENT GUIDELINES

DISCLAIMER

ALL EMPLOYEES OF HORRY COUNTY ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY REASON. NOTHING IN ANY OF HORRY COUNTY'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING, 2) THE DOCUMENT IS LABELED "CONTRACT," 3) THE DOCUMENT STATES THE DURATION OF EMPLOYMENT, AND 4) THE DOCUMENT IS SIGNED BY THE COUNTY ADMINISTRATOR.

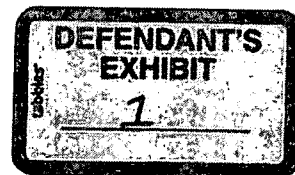
I acknowledge receipt of Horry County's Employment Guidelines and Procedures AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

Signature

Printed Name

Date

Date Adopted: _____, 2004



SECTION 1

PERSONNEL GUIDELINES AND PROCEDURES

1.01 SCOPE OF PERSONNEL GUIDELINES MANUAL OF HORRY COUNTY SOUTH CAROLINA

The purpose of these guidelines is to provide guidance to the administrator and department heads in administering procedures and actions throughout Horry County. Areas concerning employment with Horry County that are not specifically covered in these guidelines are under the supervision and jurisdiction of the County Administrator who has complete authority to determine how the matter concerning an employee is to be handled and complete authority to make such determinations with or without consultation with any other person. All elected and appointed officials are urged to comply with the policies set forth herein.

1.02 EQUAL OPPORTUNITY EMPLOYER

Horry County is an equal opportunity employer that maintains a policy of nondiscrimination with respect to its employees and applicants for employment. Accordingly, its employment decisions are made without regard to race, color, religion, sex, age, national origin or disability.

1.03 POLITICAL INFLUENCE

Horry County Council has directed that the best, qualified candidate be employed for each position that may become open. Department Heads, Division Directors and the County Administrator are to exercise judgment with the best interest of Horry County in mind, and no political influence from within or without County Government shall be taken into consideration on their final selection of employees or the evaluation or administration of employee performance.

Any political influence that is placed upon a Department Head, Division Director, and Administrator or upon any other County employee with hiring responsibility, as to the filling of a position, shall be reported to appropriate managerial personnel. The Department Head shall be responsible and accountable for their selection and evaluation of employees, and any violations shall be subject to appropriate disciplinary action.

1.04 INTERNAL/OPERATING GUIDELINES

The County Administrator, Division Directors, and/or Department heads may implement internal/operating guidelines for the County, division, and/or department respectively. Any internal/operating guideline, policy or directive may not conflict or weaken the intent of the guidelines outlined herein, or conflict or weaken any other directive officially sanctioned by Horry County Council.

The County Administrator will implement internal/operating guidelines for the following:

1. Employee timekeeping
2. Employee identification cards/system
- X 3. Pay and Classification System
4. Employment/hiring Processes
5. Performance Appraisal Process
6. Workplace Drug and Physical Screening
7. Accident Guidelines

1.05 SOLICITATION AND DISTRIBUTION

Solicitation or distribution of any material, merchandise, information, etc., by employees or non-employees unrelated to approved County operations or business on or in County property during work or non-work hours is strictly prohibited except as follows:

1. Those solicitations or distributions that are in accordance with Horry County Procurement policy; and/or
2. Those solicitations or distributions approved by Horry County Council by Council directive to the Administrator, resolution, and/or ordinance, whichever may apply.

1.06 COMMUNICABLE DISEASE

In keeping with Federal law concerning communicable diseases, employees with communicable diseases who are able to perform their job duties will be permitted to work if their disability can be reasonably accommodated and their condition does not pose a direct threat or significant risk to the health and safety of her/him or others. The following guidelines shall apply to the management of communicable disease in the workplace:

- A. Any employee with a possible communicable disease will notify the Human Resources Director of the employee's condition. The Human Resources Director may require a statement from the employee's attending physician that the employee's continued presence at work will not pose a direct threat or significant risk to the health and safety of the employee, other employees in the workforce or members of the public conducting business with the County.
- B. The County reserves the right to require an examination by a medical doctor appointed by the County.
- C. If warranted, the County will make a reasonable accommodation for an employee with a disability as a result of a contagious disease consistent with the business needs of the County.
- D. All medical information obtained under this section will be treated confidentially as provided under the Americans with Disabilities Act.

1.07 DRUG-FREE WORKPLACE

It is the County's policy to maintain a drug-free workplace. The County Administrator will establish guidelines as needed and as required by law to cover at least the following:

1. Provide relevant pre-employment screening for all applicants offered a position with Horry County Government in accordance with federal law;

2. Prevent the use of alcohol and abuse of drugs in the workplace in accordance with federal law;
3. Conduct random workplace drug screening in accordance with federal law..

1.08 SEVERABILITY AND RECISION

All ordinances, policies, or procedures that are in conflict or contrary to the provision of this Ordinance shall be repealed upon adoption of this Ordinance. This shall be the only official policy of Horry County on the subject. All amendments shall be presented and adopted in accordance with standing procedures. If any section, subsection or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsection and clauses shall not be affected thereby.

1.09 CONTRACTUAL POSITIONS

County Council reserves the right to establish such contractual positions as it deems appropriate and as allowed by law. No such positions are established by this ordinance. The County Administrator may contract with outside agencies, such as consultants, as authorized by County Council.

1.10 OUTSIDE EMPLOYMENT

Employees may engage in employment with organizations other than Horry County Government provided that a conflict of interest does not arise as a result of the outside employment. In addition, an employee may not engage in outside employment when it is in conflict with medical documentation and/or certification or any other reason for an absence provided by an employee to Horry County Government.

SECTION 2 GRIEVANCE POLICY

2.1 GENERAL

A grievance is defined as a complaint by an employee that he/she has been treated unfairly, unlawfully, or in violation of his/her rights under County policies, with regard to his/her employment by the County. This definition includes discharge, suspension, involuntary transfer, promotion, and demotion. Compensation is not a grievable matter except as it may apply to alleged inequities within a department. Compensation is not grievable if it represents a challenge to the structure of the County pay system. If an employee believes that he/she has not received or been credited with or has otherwise lost wages or benefits to which he/she is entitled, however, he/she must present his/her grievance in accordance with this procedure or such wages or benefits may be forfeited. Performance appraisals are not grievable unless they involve alleged unlawful discrimination. Employees of an elected or an appointed official are not entitled to a grievance hearing by the Horry County Grievance Committee unless the elected or appointed official agrees to allow such a hearing.

2.2 PROCEDURE

An employee who feels that he/she has a grievance must follow the following procedure:

- Step 1. He/she must discuss the grievance with his/her immediate supervisor. If his/her supervisor is unable or unwilling to adjust the grievance to the satisfaction of the employee, the employee must take Step 2.
- Step 2. The employee must follow the chain of command in his/her department, appealing to each successive level of supervision through the level of the appropriate division director, where applicable, or department head. All Step 1 and Step 2 appeals may be oral. At each level, each supervisor shall have two (2) work days (Saturdays and Sundays excluded) to render a decision. If no decision is made within this time, the grievance shall be considered denied. If a supervisor at a particular level is unavailable to consider the grievance, it shall be considered denied and the employee shall appeal to the next level of supervision.

2.3 APPEALS TO COUNTY GRIEVANCE COMMITTEE

An employee may appeal the denial of his/her grievance by the department head or appropriate division director to the County Grievance Committee by filing a written request for appeal with the County Human Resources Department. This must be done within 14 days, excluding weekend days of the time at which the facts on which the grievance is based became available to the employee. The written request for appeal must include the following information:

- A. The purpose of the appeal and what recommendation is requested of the Grievance Committee; and
- B. A statement that the chain-of-command has been followed in the appeal as required by the grievance procedure.

A statement whether the employee chooses to have the Grievance Committee hearing open to the public, or closed to retain privacy;

A list of potential witnesses for the employee, together with a short summary (10 lines or so) of the information that the witness may offer, but the Grievance Committee shall be the party who calls on witnesses, not the employee nor the department; and

A list of documents known to the employee that contains relevant information on the matter coming before the Grievance Committee.

C. The Human Resources Department staff will provide all necessary forms to assist the employee to prepare the appeal.

2.4 The Human Resources Director shall determine whether the appeal is in order and has been filed in a timely manner and in accordance with this Section.

2.5 The Human Resources Director or a designated member of his/her staff shall meet with both sides of the issue and try to resolve the grievance through informal mediation.

2.6 If a resolution cannot be reached, the Human Resources Director shall forward the appeal to the County Grievance Committee.

2.7 **THE COUNTY GRIEVANCE COMMITTEE**

The County Grievance Committee shall be composed of a panel of nine employees who serve three (3) year terms on a staggered basis. A member shall continue to serve after the expiration of his term until a successor is appointed. Any interim appointment to fill a vacancy for any cause prior to the completion of a member's term shall be for the unexpired term. Any member may be re-appointed for succeeding terms at the discretion of the Administrator. All members shall be selected on a broadly representative basis from among County employees by the County Administrator.

2.7.1 The Committee shall select its Chairperson from among its members annually. The Chairperson shall serve as the presiding officer at all hearings he/she attends but may designate some other member to serve as presiding officer in his/her absence. The Chairperson shall have authority to schedule and to re-schedule all hearings.

2.7.2 A quorum shall consist of at least three (3) Committee members, and no hearing may be held without a quorum.

2.7.3 Within ten (10) days of receipt of the employee's request referred to in 2.3 above, the Grievance Committee Chairperson shall schedule the requested hearing and notify the Grievance Committee, the employee requesting the hearing, the affected department, and the Human Resources Department. If there is adequate cause for delay of the hearing, the Grievance Committee Chairperson shall notify all named parties of the cause of delay, and advise of the first anticipated date after which no impediment shall exist for the hearing required under this section. Adequate cause shall be unavailability of material witnesses or any delay caused by legal or administrative procedures conducted by law enforcement or licensing body other than an entity under the control of County Administration.

2.7.4 After receipt of the appeal to the County Grievance Committee, the Committee Chairperson shall draw by lot five (5) members from the Grievance Committee panel, and shall forthwith notify those members that they have been selected to serve on the Committee for the current appeal. Members employed in the same department as the

grieving employee and members having formed an opinion on the issues prior to the hearing, shall not participate in that employee's hearing. A member wishing to recuse her/himself from any particular hearing shall notify the Committee Chairperson, without stating the reason for that recusal, or communicating the fact of the recusal or its reasons to any person employed by the County Administration. If a member recuses her/himself, the Chairperson shall draw another name by lot from the remaining panel members. If the Chairperson recuses her/himself, another member shall be nominated Chairperson pro tem and shall be the presiding officer for the duration of the current appeal.

- 2.7.5** The presiding officer shall have control of the proceedings and shall take whatever action necessary to ensure an equitable, orderly, and expeditious hearing. Parties shall abide by the presiding officer's decisions, except when a Committee member objects to a decision to accept or reject evidence, in which case the majority vote of the Committee members present will govern.
- 2.7.6** Decisions of the Committee shall be final by a simple majority of votes of the attending quorum of members, and shall be conducted by secret ballot unless members decide otherwise at the hearing.
- 2.7.7** The Committee shall have the authority to call for files, records, and papers which are pertinent to any investigation and which are subject to the control of the County Council; to call for or consider affidavits of witnesses; to request and hear the testimony of witnesses employed by the County; and to secure the services of a recording secretary in its discretion. The Committee shall have no authority to subpoena witnesses, documents or other evidence, nor shall any County employee be compelled to attend any hearing. All proceedings shall be tape recorded, but not transcribed. Witnesses, other than the grieving employee and the department representatives, shall be sequestered when not testifying. All witnesses shall affirm to their testimony or testify under oath.
- 2.7.8** All hearings shall be held in executive session unless the grieving employee, in the notice of appeal, prior to the scheduling of the grievance hearing, requests that it be held in open session. The official tape recording and the official minutes of all hearings shall be subject to the control and disposition of County Council. The grieving employee shall not, without signing a waiver or confidentiality, receive a copy of the official tape recording of the proceedings at the grievance hearing, or any documents produced, or referred to during the grievance hearing.
- 2.7.9** Neither the grieving employee nor the department may be assisted by advisers or by attorneys during the hearing itself. The Committee may have an attorney available to it at any and all times it considers necessary who may, when called upon by the Chairperson, advise upon the order and relevance of testimony and the appearance of witnesses, and advise generally on legal issues raised by procedural matters before the Committee. The Committee attorney shall take no part in the proceedings except as set forth above, and shall in no event act as a party nor as an advocate for any party appearing before the Committee.
- 2.7.10** Neither the grieving employee nor the department concerned in the grievance hearing shall contact, nor cause to be contacted by any third party any member of the grievance committee concerning the issues under appeal prior to or after the grievance hearing. Such contact themselves shall be deemed to be separate disciplinary offenses.
- 2.7.11** In disciplinary actions by department heads and their subordinate supervisors, the employee must receive in reasonable detail written notice of the nature of the acts or omissions which are the basis for the disciplinary action. This notice may be amended at any time 24 hours or more before the commencement of the hearing. The department must demonstrate that the disciplinary action is for the good of the County. The

department shall make the first presentation. The Committee (and any subsequent reviewing authority) may base its findings and recommendations on any additional or different grounds developed from the employee's presentation, provided that such matters are part of the official record of the Committee proceedings.

- 2.7.12** In non-disciplinary grievances the employee must establish that a right existed and that it was denied him unfairly, illegally, or in violation of a County policy. The employee shall make the first presentation.
- 2.7.13** In all grievances, the grieving employee and the department shall each be limited to one (1) hour of initial presentation. The party required to make the first presentation shall be entitled to a ten (10) minute rebuttal of the other party's presentation. The Chairperson shall appoint himself or another member of the Committee as timekeeper.
- 2.7.14** In all grievances, presentations may be oral or in writing or both and may be supported by sworn affidavits from witnesses, by records, other documentary evidence, photographs, and other physical evidence. Presentations shall be made by the grieving employee and by a managerial employee of the affected department. Neither party may call witnesses or question the other party, or question any witness called by the Committee.
- 2.7.15** Except as provided in 2.7.16 below, the Committee shall within 20 days after the hearing an appeal, make its findings and recommendations to the Administrator. The Administrator will consider the committee's findings and recommendations and make a decision as he/she deems appropriate. If the Administrator approves, the recommendation of the Committee shall be his/hers and, copies of the decision shall be transmitted by the Committee to the employee and to the head of the particular department involved. If, however, the Administrator rejects the Committee's decision, the Administrator shall make his/her own decision without further hearing. Copies of the decision shall be transmitted to the employee by the department head involved.
- 2.7.16** In grievances involving the failure to promote or transfer, or the discipline or discharge of personnel employed in or seeking assignment to departments under the direction of an elected official or an official appointed by an authority outside County Government, the Committee shall, within 20 days after hearing an appeal, make its findings and recommendation and report such findings and recommendation to such official. If the official approves, the Committee's recommendation shall be his/her decision and a copy of the decision shall be transmitted by the Committee to the employee. If, however, the official rejects the Committee's decision, the official shall make his/her own decision without further hearing, and that decision shall be final. A copy of the decision shall be transmitted to the employee.
- 2.7.17** NOTHING IN THIS GRIEVANCE PROCEDURE CREATES A PROPERTY INTEREST IN EMPLOYMENT OR A CONTRACT OF EMPLOYMENT, NOR DOES THIS PROCEDURE LIMIT THE AUTHORITY OF THE COUNTY OR AN ELECTED OR APPOINTED OFFICIAL TO TERMINATE ANY EMPLOYEE WHEN THE COUNTY OR RESPECTIVE ELECTED OF APPOINTED OFFICIAL CONSIDERS SUCH ACTION TO BE NECESSARY FOR THE GOOD OF THE COUNTY.

SECTION 3

PERSONNEL RECORDS

3.01 PURPOSE

The purpose of this section is to establish policies for the maintenance of required personnel records. To ensure that the information contained in the files is relevant, accurate, and safe from improper disclosure.

3.02 GENERAL STATEMENT OF INFORMATION

The custodian of employee files for Horry County is the Human Resources Department. All official personnel files are maintained centrally in the Human Resources Department and considered to be confidential.

Personnel files should be reviewed only in the Human Resources Department and only in the presence of a Human Resources staff member. Files should not, at any time, be removed from the Human Resources Department. Any department head, supervisor, or employee wishing to review a personnel file should notify the Human Resources Department in advance to make an appointment for the review.

3.03 PERSONNEL FILE MAINTENANCE

- A. Personnel files should contain only necessary job-related and personal information. An employee's official personnel file is maintained in the Human Resources Department; however, departments may maintain an in-department file if they wish. Any information placed in an employee's personnel file should be shared with the employee.
- B. A confidential file will be maintained separately for each employee and should contain only medical information, beneficiary designations, insurance information, enrollment applications, and COBRA notification.

3.04 REQUESTING COPY OF PERSONNEL FILE

In accordance with this policy and the SC Public Records Act, current and former employees may receive a copy of their official personnel file upon written request and signature on a waiver for release of information.

3.05 ACCESS TO PERSONNEL FILES

Employee files are considered to be confidential. Access to personnel files is limited to the employee, a supervisor who may be considering an employee for promotion, transfer, leave of absence, accommodations, or other personnel actions, and to other officials who may have a legitimate need to know.

Requests from representatives of the government or law enforcement agencies to review a personnel file in the course of their business may be granted access, upon presentation of a legal subpoena or court order.

3.06 DISCLOSURE OF EMPLOYEE INFORMATION/EXTERNAL REFERENCE CHECK

Any request for information on a current or former employee must be referred to the Human Resources Department. In compliance with already established department procedure, any request for verification of employment to include salary, job title, etc. shall be in writing and released only with signed authorization of the employee.

3.07 DISPUTING INFORMATION

Employees are encouraged to review their personnel files at least annually to ensure that all personal information is accurate and current.

Employees who question the accuracy of their personnel files should discuss their concern with the Human Resources Department. If a review by the Human Resources Department reveals erroneous information, such information will be removed from the employee file or corrected immediately.

3.08 RECORDS RETENTION

Personnel files will be retained for five (5) years from the date of separation in compliance with retention schedules for County records.

3.09 NOTIFICATION

The Horry County Human Resource Department has the right to verify information submitted to Horry County without notifying the individual involved, and to cooperate with law enforcement investigators, public safety or medical officials.

SECTION 4

ATTENDANCE AND LEAVE

4.01 SCOPE AND PURPOSE

This section presents general guidelines for attendance and leave. The guidelines are designed to comply with all relevant federal and state laws and regulations. There is no specific intent to provide comprehensive coverage of applicable laws and regulations; however, the County will comply with all applicable laws and regulations regarding time and attendance whether explicitly expressed in these guidelines or not. A non-exhaustive list of relevant laws governing attendance and leave are: Fair Labor Standards Act, Family Medical Leave Act, American with Disabilities Act, South Carolina Wage and Hour Laws, laws governing Military Leave, Should you have questions regarding specific laws and regulations regarding attendance and leave, please contact the Human Resources Department.

4.02 GENERAL GUIDELINES

- A. Normal workweek shall be a forty-hour workweek; however, schedules may vary among departments based on service needs with the approval of the County Administrator. Depending upon the position, the following pay cycles may be used:

Cycle	Cycle Hours
A	80.00 Hours
B	85.50 Hours
C	106.00 Hours
E	80.00 Hours
F	80.00 Hours
H	96.00 Hours

In addition, the County Administrator may approve alternative work schedules.

- B. Additional hours shall be required when the relevant management official determines that the direct or indirect statutory responsibilities of the department cannot be accomplished in the normal work hours observed by the department or for any other relevant business need. Overtime must have prior approval of the County Administrator.

4.03 HOLIDAY GUIDELINES

Subject to Subpart B below, Horry County Government grants the holidays listed in Subpart A below with pay to all employees, except temporary employees.

A. Holidays

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Day after Thanksgiving
Three days at Christmas	To be determined by the County Administrator

B. Holiday Observance Procedure

- 1) For full-time, exempt employees, holiday pay is calculated on a salary basis. Holiday pay for nonexempt, full-time employees is calculated on the basis of the pay cycle in which they work. Non-exempt, full-time employees will receive holiday pay per holiday as follows:

Cycle	Holiday Pay Received Per Holiday
A	8.00 Hours
B	8.55 Hours
C	10.60 Hours
E	8.00 Hours
F	8.00 Hours
H	9.60 Hours

- 2) Holidays are to be taken on the prescribed day unless it is necessary for the employee to work. An employee classified as non-exempt under the Fair Labor Standards Act (FLSA) and who is required to work on an observed holiday shall be paid for the holiday at the employee's normal, regular rate of pay for time worked between 12:00 a.m. until 11:59 p.m. on a designated holiday. This pay is in addition to the holiday hours paid in section 4.03 B1. The policy applies only when an employee is physically at work.

In accordance with the Administrative Guidelines, the County Administrator is authorized to approve special pay actions for other special circumstances related to required work on a holiday.

C. Miscellaneous

When an observed holiday falls on a Saturday or Sunday, the County Administrator shall designate when the observed holiday shall be taken, provided the holiday is taken either the week before or the week after the holiday falls on a Saturday or Sunday.

When an observed holiday falls during a period of paid leave, that day will not count as a paid leave day.

Regular part-time employees who work at least an average of 20 hours per week shall receive a pro-rated amount of holiday time.

When an observed holiday falls on a period of unpaid leave, the employee will not receive credit for holidays during the period of unpaid leave.

When an observed holiday falls during a period of military leave, the employee shall be paid for the military leave and not receive holiday pay in addition to normal pay.

4.04 PAID LEAVE GUIDELINES

A. Eligibility

The following employees are eligible for paid leave:

1. Regular full-time employees who are in a pay status for the first 10 workdays of the month; and
2. Regular part-time employees who are in a pay status for the first 10 workdays of the month and work at least one-half the workweek of the department on a twelve-month basis.

B. Earning Paid Leave

All eligible employees earn paid leave per month that may be used for vacation, sick, bereavement, personal time, etc, subject to Department Head or his/her designee's approval. Regular part-time employees shall earn paid time off on a pro-rata basis. Earning rates are as follows and apply to all pay cycles:

1. Pay cycles A, B, E & F will earn paid time off as follows:

Years of Service	Hours earned per year
a. Zero to less than five years	200
b. Five to less than 10 years	240
c. Ten to less than 15 years	280
d. Fifteen to less than 20 years	320
e. Twenty and above years	360

Maximum accumulation: 960 hours

2. Pay cycles C & H will earn paid time off as follows:

Cycle C:

Years of Service	Hours earned per year
a. Zero to less than five years	220
b. Five to less than 10 years	268
c. Ten to less than 15 years	316
d. Fifteen to less than 20 years	364
e. Twenty and above years	436

Maximum accumulation 1036

Cycle H:

Years of Service	Hours earned per year
a. Zero to less than five years	212
b. Five to less than 10 years	260
c. Ten to less than 15 years	308
d. Fifteen to less than 20 years	356
e. Twenty and above years	428

Maximum accumulation 1028

C. Accumulating Paid Leave

Employees will be allowed to accumulate up to 960 hours. Any hours in excess of 960 will be deducted at the employee's anniversary (hire) date each year.

D. Paid Leave Payouts

Should an employee separate from the County for any reason, the following guidelines apply to payouts of accumulated paid leave—less all required deductions (e.g., retirement, FICA, etc):

a. Zero to less than five years	Maximum cash payout is 80 hours of paid leave
b. Five to less than 10 years	Maximum cash payout is 120 hours of paid leave
c. Ten to less than 15 years	Maximum cash payout is 160 hours of paid leave
d. Fifteen to less than 20 years	Maximum cash payout is 200 hours of paid leave
e. Twenty and greater years	Maximum cash payout is 240 hours of paid leave

After separation and stipulated pay out, any remaining paid leave balance shall be forfeited. In addition, if the employee is reinstated or re-employed at a later time, the paid leave account will not be reimbursed except in the following cases:

1. Reinstatement is less than one year after a budgetary layoff; or
2. Reinstatement after being exonerated (does not include pre-trial intervention decisions) for charges, legal or administrative, that resulted in termination; however, any cash payout for paid leave given to the employee at the time of separation must be reimbursed entirely to receive any reimbursement of an employee's paid leave account.

When reinstated pursuant to Subpart D.1 or D.2 above, an employee will earn paid leave at the same rate as before separation.

4.05 PAY STATUS AND ACCRUAL AND NON-ACCRUAL

1. Paid leave will be accrued when an employee is in a leave with pay status.
2. Paid leave will not be accrued when an employee is in a leave without pay status unless a statutory requirement exists.

4.06 USING/CHARGING PAID LEAVE

1. Approval for the use of paid leave is at the sole discretion of the employee's Department Head or his/her designee.
2. Paid leave may be used for any absence, such as vacation, sick, bereavement, personal, etc., subject to the approval of the employee's Department Head or his/her designee.

3. Paid leave shall be charged as required and/or allowed by FLSA and/or other applicable laws.

4.07 REPORTING/RECORDING PAID LEAVE USAGE

All Department Heads will be responsible for coordinating and reporting paid leave for all employees with the Human Resources Department and Finance Department. Paid Leave records will be maintained in accordance with all relevant statutory requirements.

4.08 PAID LEAVE DONATIONS

The County Administrator shall develop guidelines for paid leave donations, contingent upon available funding.

4.09 LEAVE WITH PAY (ADMINISTRATIVE LEAVE)

Administrative leave with pay is at the sole discretion of the County Administrator. Administrative leave with pay is considered and approved on a case-by-case basis.

4.10 LEAVE WITHOUT PAY

All leave without pay must be approved in advance by the County Administrator, except in cases of disciplinary suspension without pay. Department Heads have the authority to suspend employees without pay for disciplinary reasons.

4.11 LEAVE WITH OR WITHOUT PAY FOR EXTENDED ILLNESS

For any extended period of disability due to illness, injury or maternity exceeding the amount of accrued paid leave, the employee may apply for leave without pay, which, along with any paid leave that has been taken, shall not exceed the time periods set forth below calculated on the basis of a rolling one-year period. The written request for leave shall specify the inclusive dates of the probable duration of the health care condition necessitating the leave and include any other information required by the County. The request shall not be denied for bona fide illness or disability for employees who are eligible for and have unused leave time available under the Family Medical Leave Act ("FMLA"). The leave without pay shall be granted with reinstatement privileges to the same position or one of comparable grade for which the employee is qualified. The Department Head shall require a health care provider's certificate or other acceptable documentation attesting to the need for medical leave, along with the projected inclusive dates of the need for leave, prior to approval. Dates set forth in the health care provider's certificate can be amended by the health care provider issuing the certificate or the County may secure additional medical opinions from other health care providers. The amount of leave authorized shall be subject to periodic reviews, as described below, and shall not exceed: (1) 90 calendar days of combined leave with pay and leave without pay in a rolling one year period, or (2) 90 working days of leave with pay in a rolling one year period; otherwise the employee shall be administratively terminated, or at the employee's option, may offer a voluntary resignation from County employment. Except in the case of FMLA leave in which the health care provider has certified a minimum duration of a longer period, leave approved under this section will be approved in increments no greater than thirty days. At the end of each thirty day period, or at the end of a period of a lesser number of days at the Division Director's discretion, or at the end of the certified duration in the event of FMLA leave, the facts and circumstances causing the leave, and the resulting impact to the department will be reviewed with the employee, who will also provide an updated certification which addresses the employee's current health condition and estimated return to work date. As a result of that review, a determination will be made regarding approval of an additional leave period of thirty days,

or a period of a lesser number of days, at the Division Director's discretion. In extenuating circumstances, the Department Head, with the concurrence of the Division Director and the County Human Resources Director may recommend extending the period of leave not to exceed a total of 180 calendar days maximum in a rolling one year period, subject to the approval of the County Administrator. An employee must return to full duty before the extended leave status ends. Light duty is not considered a return to full duty. An employee who does not return on or before the expiration date of the approved leave will be considered to have been administratively terminated, or at their option, they may offer a voluntary resignation.

An employee on FMLA leave under this provision is subject to certification and recertification requirements as set forth in Section 4.14C and the FMLA.

An employee who resigns under these guidelines is eligible for reinstatement according to Section 6.04. An employee who is not covered by reinstatement under Section 6.04 will be eligible for rehire according to normal hiring guidelines.

4.12 COURT/JURY-RELATED LEAVE

1. An employee who is summoned as a member of a jury panel or subpoenaed as a witness shall be granted administrative leave with pay; however, any payments for jury fees will be turned over to the Finance Department. In addition, if an employee is not scheduled to work on the day(s) he or she is required to be in court, then administrative leave with pay is not granted and the employee may keep payments for jury fees. This shall not apply to departments whose employees are exempt from jury duty by law.
2. An employee subpoenaed in line of duty to represent a County department as a witness or defendant shall not be granted administrative leave with pay, and appearance in such cases shall be considered a part of the employee's job assignment. The employee shall be reimbursed according to County regulations for any meals, lodging and travel expenses that may be incurred while serving in this capacity.
3. In no case shall administrative leave with pay be granted for court attendance when an employee is engaged in personal litigation; however, an employee may be granted annual leave or leave without pay when annual leave is not available. In such cases the department must approve the request and notify the Human Resources Department of the dates of such leave.
4. Any day an employee is excused from service on a jury, the employee is expected to return to the job; otherwise, the time the employee is excused from court service will be charged to paid leave, and the employee may be subject to disciplinary action for failure to report to work.

4.13 HAZARDOUS WEATHER AND EMERGENCY LEAVE

- A. The County Administrator or his/her designee has the sole authority to excuse employees of County government from reporting to work during extreme weather or other emergency conditions. The County Administrator shall issue a Declaration of Emergency stating that, because of extreme weather or other specified emergency conditions, employees should not report to work. Unless such a Declaration of Emergency has been issued, all County government employees are expected to report to work.

- B. The Declaration of Emergency may be applicable to all employees in the County, or only to those employees in one geographical region of the County or combination of geographical regions. Non-essential employees who live or work within the region(s) specified in the Declaration of Emergency will not be expected to report to work.
- C. During a Declaration of Emergency, all essential and direct care services will be maintained. All Department Heads shall identify essential employees by position, classification, or internal title.
- D. Nothing contained in this section precludes the necessary, immediate evacuation of a facility by an individual in a supervisory capacity in the interest of personal safety.
- E. The hazardous weather and emergency policy shall be applicable to all employees of Horry County.

F. Definitions

"Emergency conditions" means circumstances that would expose County employees to harmful or unsafe conditions, as determined by the County Administrator.

G. Notification of Declaration of Emergency

1. Normal Working Hours

- a. Once a decision for a closing has been made, it will be communicated from the County Administrator or his/her designee to the Public Information Officer.
- b. The Public Information Officer or his/her designee will transmit the message to each County Department Head or designee.
- c. The County Administrator or his/her designee will issue a statement to the news media concerning the release of County employees due to the emergency.

2. Off-Duty Hours

Between the hours of 5:00 p.m. and 8:00 a.m., all Declarations of Emergency will be communicated by the County Administrator or his/her designee to the news media. Employees will assume an individual responsibility to respond in an appropriate manner to closings as they may be announced.

H. Compensation During Declaration of Emergency

Employees who do not report to work or who report late to work due to a Declaration of Emergency issued by the County Administrator pursuant to subsection A of this Section, may be paid for such time lost without having to use accrued annual leave time as long as (1) the County Administrator issues an order authorizing such lost time to be paid for all similarly situated employees and (2) funds are available.

4.14 FAMILY AND MEDICAL LEAVE ACT

Applies only to Employees employed 12 months or longer and who have worked 1250 hours or more in the preceding 12 months, both prior to commencement of leave.

A. General

Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act. As a general rule, employees must request leaves of absence under this law and policy, but in appropriate situations, employees may be placed on leave status without application.

The County will use a "rolling" 12-month period measured backward from the day an employee uses any leave under this law and policy. Upon receipt of an employee's request for leave under the Family and Medical Leave Act, the Supervisor or Department Head will immediately notify the Human Resources Director for a determination of whether the employee meets the eligibility requirements of the Act.

B. Reason for Leave of Absence

An eligible employee will be granted a leave of absence under this law and policy if a serious health condition prevents the employee from being able to perform his job, if the employee's spouse, child, or parent has a serious health condition and the employee must be absent from work in order to care for that relative, or to care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received in the employee's household shall end 12 months after a natural child is born or 12 months after an adopted or foster child is received in the employee's household. Except as otherwise provided below, the leave of absence will be without pay.

C. Certification of Need for Leave

Proof of need for leave of absence will be required of an employee seeking leave because of their own or a family member's serious health condition. The certification form will be provided by the Human Resources Department. The certification must be provided with the request for leave or within 15 days of the request. In the event advance notice is not possible, certification must be provided within the timeframe requested by the County. The County specifically reserves the right to request a second and third opinion at its expense and discretion. The County may require an employee on leave under this law and policy to periodically report on his status and intention to return to work and may require periodic recertification of the medical condition.

D. Length Of Leave

An eligible employee is entitled to the equivalent of a total of 12 work weeks of leave during any 12 consecutive months. Leave to care for a newly born or newly received child must be taken consecutively. Leave required because of the employee's own serious health condition or that of a spouse, child, or parent, may be taken intermittently or by means of a modified work schedule when necessary.

E. Effect of Leave on Paid Time Off

An employee who must be absent due to his own disability or for the care of a spouse, child, or parent with serious health conditions, will be paid for time lost from work from paid leave balances.

F. Effect of Leave on Accrual of Fringe Benefits

1. Health Benefit Plan. Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums on the same date that such portion of premiums would be deducted from the employee's wages. An employee's failure to pay the employee's portion of health benefit plan premium may result in a loss of health insurance coverage.
2. Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of paid time off.
3. Reimbursement of Premiums to County. An employee who does not return to work after the expiration of leave under this law and policy will be required to reimburse the County for payment of health insurance during the leave unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his job duties or circumstances beyond his control

G. Employee Responsibility to Give Notice

Employees who request leave under this policy must give 30 days advance notice or such lesser amount of notice as is possible in the particular circumstances.

H. Termination of Leave of Absence

A leave of absence under this policy will end when the need for the leave of absence ends, or when the maximum leave described above has been taken, whichever occurs sooner.

I. Reinstatement

At the conclusion of the leave of absence, the employee is entitled to reinstatement of his former position or to a position equivalent to his former position. The employee must demonstrate that he is fit for duty and must give reasonable notice of intent to return to work.

J. Extension of Leave Without Benefits

An employee who has been completely unable to perform the duties of his position due to his own disability and who has exhausted his entitlement to leave under the Family and Medical Leave Act by taking 60 consecutive working days of leave may, upon written application, be granted extended sick leave time. Pursuant to Section 4.11, said total leave time shall not exceed 180 calendar days. If the employee is able to return to work prior to or upon the exhaustion of this extended leave, he/she will be returned to his previous position or one of a comparable grade for which employee is qualified. If the employee is not returned to active employment, he/she will be continued on extended leave of absence status until he/she is returned to

active duty status or his extended leave of absence expires, whichever occurs sooner.

K. Automatic Termination of Employment

An employee's employment will automatically terminate if he/she does not return to full active employment status at the conclusion of his leave of absence or extended leave of absence.

L. Special Situations

1. Spouses. When both a husband and a wife are employed, their combined right to a leave of absence to care for a child or parent is 12 weeks in a 12 month period.
2. Key Employees (salaried employee in highest paid 10% of all employees). Such employees may be denied reinstatement rights if reinstatement would cause substantial and grievous economic injury to operations.

M. Not a Contract

1. This policy does not create contract rights.
2. In no case will an employee have a greater right to a job than he/she would have had if he/she had not taken leave under this policy.

4.15 OUTSIDE EMPLOYMENT AND APPROVED LEAVE

Unauthorized work for personal gain while on leave other than leave designated as vacation, personal, or military is prohibited.

SECTION 5 DISCIPLINARY ACTIONS

5.01 SCOPE AND PURPOSE

This section sets forth the guidelines for correcting or eliminating employee performance deficiencies and behavioral problems.

5.02 STATEMENTS OF POLICY

A. Each department is responsible for administering disciplinary actions to their employees within the guidelines and requirements of each respective department's operating environment. Any disciplinary action taken within a department will be on a case-by-case basis, based on the circumstances, and based on the particular deficiency or problems identified.

B. The following disciplinary actions are available for use by supervision:

1. Oral reprimand
2. Written Reprimand
3. Suspension
4. Discharge
5. Reimbursement of incurred County costs

On a case-by-case basis, Department Heads may utilize any and all of the above actions based on circumstances and problems.

In addition, and after appropriate review and approval by the Division Director, Department Heads may utilize discharge for any or no reason, for cause or no cause, as Horry County Government is an employment-at-will organization.

5.03 PURPOSE AND DISCLAIMER

EMPLOYEES OF HORRY COUNTY ARE EXPECTED TO OBSERVE ESTABLISHED RULES OF WORK AND CONDUCT. ALTHOUGH A NUMBER OF EXAMPLES ARE SET FORTH BELOW, THE LISTING OF THE EXAMPLES IN NO WAY LIMITS THE COUNTY ADMINISTRATOR, THE HUMAN RESOURCES DIRECTOR, OR ANY OTHER SUPERVISOR FROM TAKING STEPS AS MIGHT BE DEEMED APPROPRIATE. WHETHER A SITUATION IS LISTED OR NOT, THE COUNTY ADMINISTRATOR, HUMAN RESOURCES DIRECTOR, OR SUPERVISOR WILL ADDRESS EACH SITUATION ON A CASE-BY-CASE BASIS AND APPLY ACTION(S) AS DEEMED APPROPRIATE.

THE ENACTMENT OF THIS SECTION IN NO WAY CREATES ANY CONTRACTUAL RELATIONSHIP BETWEEN HORRY COUNTY AND ITS EMPLOYEES. EACH EMPLOYEE IS STILL AN EMPLOYEE AT WILL AND IS SUBJECT TO TERMINATION AT ANY TIME WITH OR WITHOUT JUSTIFICATION OR CAUSE. LIKEWISE, IT CREATES NO CONTRACTUAL OBLIGATION ON BEHALF OF THE EMPLOYEE AND ANY EMPLOYEE MAY LEAVE THE SERVICES OF HORRY COUNTY ANY TIME WITH OR WITHOUT CAUSE.

5.04 PERSONAL APPEARANCE

Department Heads will determine appropriate attire and grooming standards according to the needs of their department. Should there be a conflict with County interests, the County Administrator shall have final approval of attire and grooming standards for all County employees.

5.05 PERSONAL TELEPHONE CALLS

County phones are to be used for County business and may be used for personal business on an emergency basis only. This also applies to the mail system as well as to use of fax machines.

It is the employee's responsibility to ensure that no cost to the County results from their personal telephone calls.

Violation of this policy will minimally result in cost reimbursement to the County and may subject the employee to disciplinary action.

5.06 USE OF COMPUTER AND INFORMATION TECHNOLOGY

The County's policy concerning access to, proper use of, and disclosure of electronic mail messages sent or received by County employees who use the electronic mail and other County information systems (collectively referred to as "e-mail") is as follows.

The County's e-mail system is not to be used in any way that may be disruptive, offensive to others, or harmful to the County or to the morale of the County's employees. Employees shall not use the County's computer system, including electronic mail, internet and information systems, for personal use. These systems shall be used for County business only. The e-mail system shall not be used to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Violation of this policy will result in appropriate disciplinary action up to and including discharge.

A. Prohibition Against Harassment

Employees shall not display or transmit any sexually explicit images, messages, or cartoons, or transmit or use any e-mail system or internet communication that contains ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, religion, national origin, sex, age, disability or political belief. Any employee who is the recipient of information that he or she feels is violation of this paragraph shall immediately report the matter to his or her supervisor or as otherwise provided in the County's policy prohibiting sexual harassment.

B. The System is County Property

All e-mail messages are County records and property. The County reserves the right to access and disclose all messages sent over its e-mail system for any purpose without notice to any employee. Employees have no expectation of privacy in connection with any communication or information sent, received or stored using the County's e-mail system. The County, at its own discretion, with or without employee notice, may choose to monitor any employee's e-mail system use. Such monitoring may include intercepting, copying, printing, or reading all e-mail entering, leaving or stored on the system.

5.07 RULES OF CONDUCT

Some examples of offenses that may result in disciplinary action include, but are not limited to, those set forth below.

1. Failure to follow oral or written instructions of one's supervisor.
2. Inefficiency or lack of application in performance of duties.
3. Failure to report for duty at the assigned time and place.
4. Unexcused absence.
5. Creating or contributing to unsanitary/unsafe conditions.
6. Engaging in horseplay.
7. Careless, negligent or improper use of County equipment or property.
8. Careless or negligent conduct that endangers or injures others or results in property damage.
9. Failure to maintain satisfactory and/or harmonious working relationships with the public or fellow employees.
10. Tardiness.
11. Failure to wear seat belts while operating any County vehicle at any time whether on or off duty.
12. Conduct that has a negative impact on the County.
13. The use of profanity or abusive language towards a fellow employee or member of the general public while performing official duties as a County employee.
14. Being wasteful of materials, property, or work time.
15. Gambling on County property.
16. Sleeping on duty.
17. Operators failing to maintain County equipment to proper working condition.
18. An employee engaging in a fight on County property while on or off duty.
19. Conviction, entry of plea, forfeiture of bond or entry of nolo contendere plea to the charge of petty larceny whether committed on or off duty.
20. Failure to use safety equipment or refusal to comply with safety rules.
21. Mishandling or mismanagement of an inmate.
22. Dishonesty, including knowingly giving false information, knowingly falsifying records or making false statements when applying for employment.

23. Improper use of time clocks or the employee's identification card regarding time clock. This includes, but is not limited to, alteration of the employee's card, damage to the card or time clock machine, having some other employee clock in or out the offending employee, clocking in or out for another employee. In the instances of this violation, all parties involved in the violation shall be subject to discipline.
24. Unauthorized use or improper use of County equipment.
25. Misuse of County funds or failure to account for funds that are in the possession or control of an employee.
26. Theft from the County or co-employees.
27. Drinking or possessing alcoholic beverages and/or using or possessing narcotic drugs while on duty.
28. Willfully or recklessly causing damage or destruction of equipment or property belonging to the County, fellow employees or to the general public; unsafe operation of County equipment.
29. Unauthorized possession of firearms while on County property.
30. Unauthorized or improper use or disclosure of County records or documents.
31. Conviction, entry of plea, forfeiture of bond or entry of nolo contendere plea to the charge of grand larceny whether committed on or off duty.
32. Giving negligent or substandard care to any patient.
33. Refusal to stand examination by a licensed physician when requested in writing by Department Head in order to establish abilities to perform job duties or potential health risk to the public or fellow employees while on the job, provided that all costs for such required examination shall be paid for by the County.
34. Conviction, entry of a plea, forfeiture of bond or entry of nolo contendere plea to any criminal offense if the violation occurs during working hours.
35. Insubordination.
36. Divulging or misusing confidential information, including removal from County premises, without proper authorization, any employee lists, records, designs, drawings, or confidential information of any kind.
37. Refusal to comply with supervisor's written and/or oral directives.
38. Abuse of governmental powers.
39. Reporting to duty while under the influence of intoxicants and/or drugs. (Due to the nature of public employment, the County reserves the right to require medical tests to determine the presence of intoxicants and/or drugs if a reasonable cause exists in the mind of the direct supervisor or the Department Head or the County Administrator.)
40. Harassment of fellow employees or the public.
41. Conduct that causes embarrassment for the County.

42. Unauthorized work resulting in personal gain while on leave other than leave designated as vacation, personal, or military.

5.08 LOSS OF POSITION QUALIFICATION

Should an employee, for whatever reason, lose a mandatory position qualification, such as driver's license and/or required certification that would render the employee incapable of performing the duties for which employed, the employee shall be:

- A. Demoted to a lower class position for which the employee is qualified and which does not have the required qualification which was lost for whatever reason if such a position is vacant, budgeted for the department and approved for filling. Salary would be adjusted to the same respective position in the lower pay range. There shall be no guarantee of promotion back to the original position if qualification is regained and the employee shall apply with all others who are qualified.
- B. Terminated if no lower position is available within the department effective upon the loss of qualification with two (2) weeks notice.

5.09 ELECTIONS AND POLITICAL ACTIVITIES

- A. Horry County certainly expects its employees to exercise their rights as citizens and to be informed about issues and vote those convictions at the polls. The County encourages all employees to become registered and to vote at every opportunity provided to them.
- B. Horry County, however, does not expect nor will it permit employees to be involved in the political campaigns that affect that employee's day-to-day work or compromise that employee's effectiveness in providing services for the citizens of Horry County. Partisan political activity by any employee is prohibited during regular working hours. Employees may not use County equipment, vehicles, supplies or any other properties in political activity whether conducted during or after regular working hours. Employees who are subject to federal regulations concerning campaigns and political activities will be required to conform to those regulations and will be expected to familiarize himself/herself with those regulations.
- C. Any employee who desires to seek elective office shall not be obliged to remove himself/herself from employment before any campaigning or announcement of the candidacy is made. Notwithstanding any other provision in this section, all employees must comply with State and Federal law concerning election activities. Any employee elected to public office shall be required to resign upon election from their pre-election position.

5.10 ACCEPTANCE OF GIFTS AND ENTERTAINING:

- A. An employee shall not solicit or accept, directly or indirectly, any gift, offers or promises of anything of value including, but not limited to, money, favors, services, food, transportation, entertainment, honorarium or any other item of value from any business, vendor, potential vendor or anyone who does business, directly or indirectly, with Horry County. Any such solicitation or acceptance is a disciplinary offense and shall result in a complaint against the employee.
- B. An employee shall not ask, demand, exact, solicit, seek, accept, assign, nor receive anything of value for that employee or any other person in return for:

The discharge of that employee's official responsibilities; or

Forbearance from discharge of that employee's official responsibilities;

Collusion in the commission of fraud or an opportunity for fraud against Horry County;

Forbearance from reporting on a matter indicating actual or intended fraud on Horry County by one or more other individuals or entities.

- C. Each employee of Horry County shall conduct business or the discharge of duties in such manner as avoids the appearance of impropriety.
- D. Any violation of this Section of the policy shall be a disciplinary offense up to and including termination.

If any employee shall need guidance on the application of this policy to any particular situation, such employee may consult the Administration Division Director in confidence, and the Director may seek legal counsel from the County Attorney on a confidential basis.

SECTION 6

APPOINTMENTS, STATUS, TRANSFER, SEPARATIONS, AND PERSONNEL SETTLEMENTS

6.01 SCOPE AND PURPOSE

This section sets forth the policies and procedures for the various types of appointments and separations in the county service.

6.02 STATEMENTS OF POLICY

- A. Appointments shall only be made to positions that have been established by County Council, classified by the Human Resources Director, and approved by the County Administrator.
- B. The County Administrator, through the Human Resources Director, shall be responsible for the final approval of all employment and discharge actions within the scope of this ordinance. An established position shall be filled by one of the following types of appointments:
 - 1. Regular
 - 2. Reinstatement
 - 3. Promotion
 - 4. Demotion
 - 5. Transfer
- C. Upon appointment to an established position, an employee shall be given one of the following types of status:
 - 1. Regular - Full-Time
 - 2. Regular - Part-Time
 - 3. Temporary - Full-Time
 - 4. Temporary - Part-Time
- D. When a position receives a title change without a change in salary grade, the incumbent employee shall retain the same status as held under the old class title.
- E. Any person appointed to a position in County service must meet minimum training and experience requirements established in the specification for the class to which appointed, unless the Human Resources Director has approved an equivalency to the required training and experience established for the class.

6.03 ORIGINAL APPOINTMENTS

A. Upon receiving an original appointment, an employee shall be given status in accordance with the following:

1. Regular Status

An employee who is appointed to regular status is eligible to receive benefits as defined by County policy. Such appointments may be as full-or part-time. Those employees appointed to regular, part-time positions receive limited benefits as defined by County policy.

2. Temporary Status

An employee appointed to a temporary status is not eligible for benefits as defined by County policy, subject to any overriding federal or state statutory requirement(s). An employee appointed to fill a position on a full-time or part-time basis shall be given temporary status when:

- a. The appointment is to a temporary position as determined by budgetary and/or classification purpose. No person may maintain a temporary status or occupy a temporary position for more than six months per a rolling 12-month period. That is, a person cannot occupy a temporary position more than six months within a twelve-month period beginning at the time of his/her appointment to a temporary position. Should the temporary position exist longer than six months, the affected department shall re-fill the position with a different person through normal hiring procedures or through a temporary agency. Exception: temporary grant positions may be employed for the full term of the grant; however, if the grant is renewed, the person filling the position must separate from the County and the position must be re-filled by normal hiring practices;
- b. The appointment is to replace an employee granted a leave of absence not exceeding six (6) months;
- c. The appointment is for a person who enters into a written contract in accordance with the guidelines for Special Contract Services for a defined period of time in a non-regular position to perform a special service or project not ordinarily performed by employees of the department or institution.

B. An employee's official date of hire occurs when the employee receives an appointment to a regular full-time or regular part-time position. Employees who were employed in a temporary status will have an official date of hire that coincides with the date they begin work in a position that has regular status.

6.04 REINSTATEMENTS

A. An employee who held regular status in any class in the County service prior to separation may be given a reinstatement in accordance with the below listed provisions.

- 1. The employee was separated from the County service in good standing.
- 2. Reinstatement is within one (1) year from the date the employee was separated from County service; and,

3. The appointment is made to a position assigned to a grade equal to or lower than the position from which the employee was separated.
4. The Department Head approves the reinstatement.

6.05 PROMOTIONS

- A. An employee shall be given a promotion when the employee is moved from a position in one class to a position in another class having a greater degree of responsibility and a higher maximum salary.
- B. Any County employee who applies for and is considered for promotion to a higher or more responsible position, must be fully qualified for the position for which consideration is being given. The Department Head in consultation with the Human Resources Director shall prepare minimum criteria for evaluating all potential candidates for the promotion regardless of the department from which the employee is currently located.

6.06 RECLASSIFICATIONS

- A. Reclassification of an established position may result from changes in the duties and responsibilities, a redistribution of work assignments that significantly alter the duties and responsibilities of a position, or revisions of class specifications to reflect accurate levels of work performed.
- B. Reclassifications do not apply to and cannot be effected for situations involving the assignment of new duties and responsibilities that have the effect of creating a new position. This situation would result in a new position and would require the advertising process.
- C. All reclassifications will be reviewed by the Human Resources Department. Upon review, the Human Resources Department will forward its recommendation to the County Administrator.
- D. The County Administrator must approve all reclassifications before they become effective.

6.07 DEMOTIONS

- A. An employee shall be given a demotion when the employee is moved from a position in one class to a position in another class having a lesser degree of responsibility and a lower maximum salary.
- B. An employee may be given a demotion appointment for loss of position qualification.
- C. An employee may be given a demotion as a disciplinary action based on a case-by-case basis by the Department Head, Human Resources Director, and the County Administrator.

6.08 TRANSFERS

- A. The Department Head over any County employee receiving consideration for transfer (via the employment/hiring process) to another department shall be notified of such consideration by the selecting Department Head before the final selection of such an employee to fill the vacancy, whenever possible. Where possible, a one-week notice

will be given unless the two Department Heads agree otherwise and no other guideline or policy is violated.

- B. The County Administrator, under the directives of County Council to minimize staffing, increase productivity, improve efficiency of service delivery, and to decrease the cost of service delivery is hereby authorized to transfer employees from one department to another. The affected employees may be transferred to any comparable vacant position in other departments, either voluntarily or offered opportunities stated in Section 6.09E. The Department Head shall make the recommendations as to which employees are to be selected for transfer under this section and in accordance with the provisions of this policy. The Human Resources Director shall certify to the Administrator that all requirements have been met prior to the maximum notice of the impending transfer.
- C. An employee shall be given a transfer when moved from a position in one class to a different position in the same class or in a different class having the same degree of responsibility and the same maximum salary.

6.09 SEPARATIONS

A. Resignations

An employee who resigns should submit the resignation in writing with reasons. Resignations should be submitted so as to provide a minimum of two (2) weeks notice whenever possible. An employee who resigns may not rescind a resignation unless the Department Head agrees to the rescission prior to effective date of the resignation.

B. Suspensions

1. A suspension is defined as an action taken by a Department Head against an employee to temporarily relieve the employee of duties and place the employee on leave without pay. In addition, the County Administrator has the authority to suspend with or without pay as determined on a case-by-case basis.
2. A Department Head may suspend an employee as a disciplinary measure for a violation(s) of County Policies and Procedures.

C. Dismissals

1. A dismissal is the action taken by the Department Head, upon review and approval of the Division Director, against an employee to separate the employee from County Service.
2. All dismissal notices shall be in writing and submitted to the employee stating the reason for the dismissal. The written submission of dismissal of the employee may occur before or after dismissal, depending on extenuating circumstances.

An employee whose employment is terminated is not eligible for rehire. However, the County Administrator *may* waive this prohibition under extenuating circumstances.

D. Reduction in Force

1. The Administrator shall be responsible for the development of a written reduction in force procedure at any time such procedure becomes necessary.

2. Any regular employee affected by reduction in force shall retain job title status and rights to recall for a period of one (1) year from the date of separation.
3. Competitive areas shall be determined by the Department Head according to critical needs.
4. Employees who are laid off by a department of County government due to a reduction in force and are subsequently rehired within one (1) year by another department shall have their paid leave credits reinstated except those paid out at separation.

E. Elimination of Department

1. Any regular status employee terminated by the elimination of his/her department shall have first priority for positions that are created after the elimination of the department, for which the terminated employee is eligible and qualified to apply.
2. Any regular status employee terminated by the elimination of his/her other department shall retain status and rights under this section for a period of one (1) year from the date of termination.
3. Any regular status employee who is terminated by the elimination of his/her department and who is subsequently rehired by another department within one year from the date of separation pursuant to this section, shall have paid leave credits reinstated, except those paid out at the time of separation.

6.10 PERSONNEL SETTLEMENT AGREEMENTS

- A. With the exception of Worker's Compensation cases or Unemployment Compensation cases, the Administrator or County Attorney shall advise County Council of the terms of any Settlement Agreement involving personnel matters. No Settlement Agreement shall be considered as final until approved by Council.
- B. All Settlement Agreements shall contain sufficient information so as to fully protect and to relieve Horry County from further liability.

SECTION 7 HARASSMENT

7.01 SCOPE AND PURPOSE

Horry County is committed to maintaining a work environment that is free from discrimination and in which employees at all levels can devote their full attention and best efforts to the job. Harassment has no place in the work environment. The County does not authorize and will not tolerate any form of harassment based on the following factors:

Race, color, sex, national origin, age, disability, religion, or any other characteristic that is protected by law.

This policy applies to management and non-management employees alike, and even to non-employees who harass our employees.

7.02 HARASSMENT

Examples of harassment that are covered by this policy include offensive language, jokes, or other physical, verbal, written, or pictorial conduct relating to the employee's sex, race, religion, national origin, age, disability, or other factor protected by law that would make a reasonable person experiencing such behavior feel uncomfortable or would interfere with the person's work performance.

The examples below are just that—examples. It is impossible to list every type of behavior that can be considered harassment in violation of this policy. In general, any conduct based on these traits that could interfere with an individual's work performance or could create an offensive environment will be considered harassment in violation of this policy. ***This is the case even if the offending employee did not mean to be offensive. It is essential that employees be sensitive to the feelings of others.***

7.03 SEXUAL HARASSMENT

Sexual harassment (whether opposite-sex or same-sex) is strictly prohibited. Examples of the types of behavior that are considered sexual harassment in violation of this policy include:

- Sexually offensive jokes or comments;
- Physical assaults or other touching that is sexual in nature;
- Promising favorable treatment or threatening unfavorable treatment based on the employee's response to sexual demands;
- Displays of sexually oriented reading materials or pictures, including electronic materials;
- Punishing an employee for complaining of sexual harassment.

7.04 HARASSMENT BASED ON RACE, COLOR, NATIONAL ORIGIN, AGE, DISABILITY, OR RELIGION

Harassment based on these other traits deserves special mention and is also strictly prohibited. Examples of the types of behavior that will be considered harassment based on these characteristics include:

- Jokes or negative comments about these characteristics;
- Displays of reading materials or pictures containing negative material about these characteristics, including electronic materials;
- Vandalism or "pranks" based on these characteristics;
- Name-calling based on these characteristics;
- Punishing an employee for complaining of these types of harassment.

7.05 REPORTING HARASSMENT

The County cannot resolve matters that it does not know about. Every employee has a duty to immediately report harassment so that the County can try to resolve the situation. You should report harassment when:

- You feel that you have been harassed;
- You have seen someone else be harassed.

This is true whether the alleged harasser is an employee, a supervisor or manager, or even a non-employee, such as a vendor with whom the County does business.

To report harassment, you must contact your supervisor, Department Head, the Human Resources Director, Division Director, or the County Administrator. These individuals will respond appropriately to reports of harassment. A complaint must be filed through the process described in this policy, however, in order for an investigation to take place.

Any alleged harassment reported to a Supervisor or the Supervisor and/or Department Head must be immediately reported to the Human Resources Director, relevant Division Director, or the County Administrator.

Once your report has been received, the County will:

- Conduct a prompt and thorough investigation;
- Discuss the results with the complaining employee and, where appropriate, the action to be taken;
- Keep the investigation and results as confidential as possible;
- If the complaint is verified, take appropriate corrective action, up through and including termination.

No employee will be punished for bringing a report of harassment to the County's attention or for cooperating in an investigation.

7.06 OUR COMMITMENT TO AN EFFECTIVE NO-HARASSMENT POLICY

Finally, if you feel that the County has not met its obligations under this policy, or if you are not satisfied with the way in which your report of harassment was handled, you should contact the County Administrator. An effective No-Harassment policy depends on all of us, working together, to address this very important subject.

For further information concerning your rights to a work environment free of sexual harassment, including Equal Employment Opportunity Commission ("EEOC") charge filing deadlines, please consult the EEOC poster posted on the County's bulletin board.

SECTION 8
NEPOTISM and CLOSER-THAN-NORMAL RELATIONSHIPS
POLICY

8.01 SCOPE AND PURPOSE

To establish procedures covering employment of immediate relatives and closer-than-normal relationships in the workplace.

8.02 STATEMENT OF POLICY

It is the County's policy that relatives will not be employed in regular full-time or regular part-time positions where:

- A. One relative would have the authority to supervise, appoint, remove, discipline, or evaluate the performance of the other.
- B. One relative would be responsible for auditing the work of the other.
- C. Other circumstances exist which would place the relatives in a situation of actual or reasonable foreseeable conflict between the County's interest and their own.

Where business necessity requires the limitation of employment opportunity of relatives, the means chosen to meet the business necessity shall be those, which have the least adverse impact on the individuals. For example:

The exclusion should be limited to the job, work crew, shop or unit where the reason for exclusion exists, and should not bar the person from the whole work force, unless the reason applies to the whole work force. When it is necessary to exclude a person because of what his or her spouse does, then the employees will be asked to determine which spouse shall keep the job. The County may require one spouse to quit thirty (30) days after marriage if they become in violation of this policy and a mutually agreeable solution cannot be reached between the County and the employees.

Reasonable efforts shall be made to comply with this policy through voluntary reassignment.

8.03 SCOPE OF NEPOTISM POLICY:

IMMEDIATE RELATIVES - For the purpose of this section, immediate relatives include spouse, child, parent, brother, sister, grandparents, parent-in-law, daughter-in-law, son-in-law, grandchildren, aunts, uncles, nephews, nieces, step relationships within the aforementioned categories. This policy shall also apply to persons related by blood or marriage or anyone residing in an employee's home.

8.04 STATEMENT OF CLOSER-THAN-NORMAL RELATIONSHIPS POLICY

It is the County's policy to prohibit closer-than-normal relationships that create a conflict of interest for the County and its purposes.

Closer-than-normal relationships are those relationships entered into by mutual consent between County employees that are amorous, romantic, and/or sexual, including contacts deemed to be the nature of dating or other personal, pre-arranged social activity.

A non-exhaustive list of prohibited closer-than-normal relationships under County policy is as follows:

1. Relationships between supervisor and subordinate;
2. Relationships between employees employed in the same department where it is reasonable to foresee that a conflict of interest may arise;
3. Relationships between any employees where it is reasonable to foresee that a conflict of interest may arise.

8.05 REMEDIAL ACTION FOR CLOSER-THAN-NORMAL RELATIONSHIPS

Remedial action for closer-than-normal relationships may include, but not be limited to, any or all of the following:

1. Transfer of one or both of the employees in a closer-than-normal relationship to another department where a conflict of interest is eliminated.
2. Demotion or other classification change of one or both employees in a closer-than-normal relationship where a conflict of interest is eliminated.

Where the above remedies do not eliminate a conflict of interest, it may be necessary for one or both of the employees in a closer-than-normal relationship to resign his or her employment with the County. Should the need for resignation arise, the employee or employees may have thirty (30) days from the time that the conflict arose to resign.

8.06 SCOPE OF CLOSER-THAN-NORMAL RELATIONSHIPS POLICY

This policy applies to all County employees.

HORRY COUNTY
EMPLOYMENT GUIDELINES

DISCLAIMER

ALL EMPLOYEES OF HORRY COUNTY ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY REASON. NOTHING IN ANY OF HORRY COUNTY'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING, 2) THE DOCUMENT IS LABELED "CONTRACT," 3) THE DOCUMENT STATES THE DURATION OF EMPLOYMENT, AND 4) THE DOCUMENT IS SIGNED BY THE COUNTY ADMINISTRATOR.

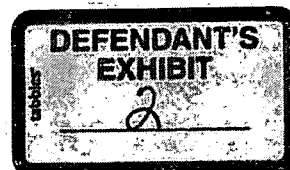
I acknowledge receipt of Horry County's Employment Guidelines and Procedures AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

Signature

Printed Name

Date

Date Adopted: November 19, 2008



SECTION 1

PERSONNEL GUIDELINES AND PROCEDURES

1.01 SCOPE OF PERSONNEL GUIDELINES MANUAL OF HORRY COUNTY SOUTH CAROLINA

The purpose of these guidelines is to provide guidance to the administrator and department heads in administering procedures and actions throughout Horry County. Areas concerning employment with Horry County that are not specifically covered in these guidelines are under the supervision and jurisdiction of the County Administrator who has complete authority to determine how the matter concerning an employee is to be handled and complete authority to make such determinations with or without consultation with any other person. All elected and appointed officials are urged to comply with the policies set forth herein.

1.02 EQUAL OPPORTUNITY EMPLOYER

Horry County is an equal opportunity employer that maintains a policy of nondiscrimination with respect to its employees and applicants for employment. Accordingly, its employment decisions are made without regard to race, color, religion, sex, age, national origin or disability.

1.03 POLITICAL INFLUENCE

Horry County Council has directed that the best, qualified candidate be employed for each position that may become open. Department Heads, Division Directors and the County Administrator are to exercise judgment with the best interest of Horry County in mind, and no political influence from within or without County Government shall be taken into consideration on their final selection of employees or the evaluation or administration of employee performance.

Any political influence that is placed upon a Department Head, Division Director, and Administrator or upon any other County employee with hiring responsibility, as to the filling of a position, shall be reported to appropriate managerial personnel. The Department Head shall be responsible and accountable for their selection and evaluation of employees, and any violations shall be subject to appropriate disciplinary action.

1.04 INTERNAL/OPERATING GUIDELINES

The County Administrator, Division Directors, and/or Department heads may implement internal/operating guidelines for the County, division, and/or department respectively. Any internal/operating guideline, policy or directive may not conflict or weaken the intent of the guidelines outlined herein, or conflict or weaken any other directive officially sanctioned by Horry County Council.

The County Administrator will implement internal/operating guidelines for the following:

1. Employee timekeeping
2. Employee identification cards/system
3. Pay and Classification System
4. Employment/hiring Processes
5. Performance Appraisal Process
6. Workplace Drug and Physical Screening
7. Accident Guidelines

1.05 SOLICITATION AND DISTRIBUTION

Solicitation or distribution of any material, merchandise, information, etc., by employees or non-employees unrelated to approved County operations or business on or in County property during work or non-work hours is strictly prohibited except as follows:

1. Those solicitations or distributions that are in accordance with Horry County Procurement policy; and/or
2. Those solicitations or distributions approved by Horry County Council by Council directive to the Administrator, resolution, and/or ordinance, whichever may apply.

1.06 COMMUNICABLE DISEASE

In keeping with Federal law concerning communicable diseases, employees with communicable diseases who are able to perform their job duties will be permitted to work if their disability can be reasonably accommodated and their condition does not pose a direct threat or significant risk to the health and safety of her/him or others. The following guidelines shall apply to the management of communicable disease in the workplace:

- A. Any employee with a possible communicable disease will notify the Human Resources Director of the employee's condition. The Human Resources Director may require a statement from the employee's attending physician that the employee's continued presence at work will not pose a direct threat or significant risk to the health and safety of the employee, other employees in the workforce or members of the public conducting business with the County.
- B. The County reserves the right to require an examination by a medical doctor appointed by the County.
- C. If warranted, the County will make a reasonable accommodation for an employee with a disability as a result of a contagious disease consistent with the business needs of the County.
- D. All medical information obtained under this section will be treated confidentially as provided under the Americans with Disabilities Act.

1.07 DRUG-FREE WORKPLACE

It is the County's policy to maintain a drug-free workplace. The County Administrator will establish guidelines as needed and as required by law to cover at least the following:

1. Provide relevant pre-employment screening for all applicants offered a position with Horry County Government in accordance with federal law;

2. Prevent the use of alcohol and abuse of drugs in the workplace in accordance with federal law;
3. Conduct random workplace drug screening in accordance with federal law.

1.08 SEVERABILITY AND RECISION

All ordinances, policies, or procedures that are in conflict or contrary to the provision of this Ordinance shall be repealed upon adoption of this Ordinance. This shall be the only official policy of Horry County on the subject. All amendments shall be presented and adopted in accordance with standing procedures. If any section, subsection or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsection and clauses shall not be affected thereby.

1.09 CONTRACTUAL POSITIONS

County Council reserves the right to establish such contractual positions as it deems appropriate and as allowed by law. No such positions are established by this ordinance. The County Administrator may contract with outside agencies, such as consultants, as authorized by County Council.

1.10 OUTSIDE EMPLOYMENT

Employees may engage in employment with organizations other than Horry County Government provided that a conflict of interest does not arise as a result of the outside employment. In addition, an employee may not engage in outside employment when it is in conflict with medical documentation and/or certification or any other reason for an absence provided by an employee to Horry County Government.

SECTION 2

GRIEVANCE POLICY

2.1 GENERAL

A grievance is defined as a complaint by an employee that he/she has been treated unfairly, unlawfully, or in violation of his/her rights under County policies, with regard to his/her employment by the County. This definition includes discharge, suspension, involuntary transfer, promotion, and demotion. Compensation is not a grievable matter except as it may apply to alleged inequities within a department. Compensation is not grievable if it represents a challenge to the structure of the County pay system. If an employee believes that he/she has not received or been credited with or has otherwise lost wages or benefits to which he/she is entitled, however, he/she must present his/her grievance in accordance with this procedure or such wages or benefits may be forfeited. Performance appraisals are not grievable unless they involve alleged unlawful discrimination. Employees of an elected or an appointed official are not entitled to a grievance hearing by the Horry County Grievance Committee unless the elected or appointed official agrees to allow such a hearing.

2.2 PROCEDURE

An employee who feels that he/she has a grievance must follow the following procedure:

Step 1. He/she must discuss the grievance with his/her immediate supervisor. If his/her supervisor is unable or unwilling to adjust the grievance to the satisfaction of the employee, the employee must take Step 2.

Step 2. The employee must follow the chain of command in his/her department, appealing to each successive level of supervision through the level of the appropriate division director, where applicable, or department head. All Step 1 and Step 2 appeals may be oral. At each level, each supervisor shall have two (2) work days (Saturdays and Sundays excluded) to render a decision. If no decision is made within this time, the grievance shall be considered denied. If a supervisor at a particular level is unavailable to consider the grievance, it shall be considered denied and the employee shall appeal to the next level of supervision.

2.3 APPEALS TO COUNTY GRIEVANCE COMMITTEE

An employee may appeal the denial of his/her grievance by the department head or appropriate division director to the County Grievance Committee by filing a written request for appeal with the County Human Resources Department. This must be done within 14 days, excluding weekend days of the time at which the facts on which the grievance is based became available to the employee. The written request for appeal must include the following information:

- A. The purpose of the appeal and what recommendation is requested of the Grievance Committee; and
- B. A statement that the chain-of-command has been followed in the appeal as required by the grievance procedure.

A statement whether the employee chooses to have the Grievance Committee hearing open to the public, or closed to retain privacy;

A list of potential witnesses for the employee, together with a short summary (10 lines or so) of the information that the witness may offer, but the Grievance Committee shall be the party who calls on witnesses, not the employee nor the department; and

A list of documents known to the employee that contains relevant information on the matter coming before the Grievance Committee.

C. The Human Resources Department staff will provide all necessary forms to assist the employee to prepare the appeal.

2.4 The Human Resources Director shall determine whether the appeal is in order and has been filed in a timely manner and in accordance with this Section.

2.5 The Human Resources Director or a designated member of his/her staff shall meet with both sides of the issue and try to resolve the grievance through informal mediation.

2.6 If a resolution cannot be reached, the Human Resources Director shall forward the appeal to the County Grievance Committee.

2.7 **THE COUNTY GRIEVANCE COMMITTEE**

The County Grievance Committee shall be composed of a panel of nine employees who serve three (3) year terms on a staggered basis. A member shall continue to serve after the expiration of his term until a successor is appointed. Any interim appointment to fill a vacancy for any cause prior to the completion of a member's term shall be for the unexpired term. Any member may be re-appointed for succeeding terms at the discretion of the Administrator. All members shall be selected on a broadly representative basis from among County employees by the County Administrator.

2.7.1 The Committee shall select its Chairperson from among its members annually. The Chairperson shall serve as the presiding officer at all hearings he/she attends but may designate some other member to serve as presiding officer in his/her absence. The Chairperson shall have authority to schedule and to re-schedule all hearings.

2.7.2 A quorum shall consist of at least three (3) Committee members, and no hearing may be held without a quorum.

2.7.3 Within ten (10) days of receipt of the employee's request referred to in 2.3 above, the Grievance Committee Chairperson shall schedule the requested hearing and notify the Grievance Committee, the employee requesting the hearing, the affected department, and the Human Resources Department. If there is adequate cause for delay of the hearing, the Grievance Committee Chairperson shall notify all named parties of the cause of delay, and advise of the first anticipated date after which no impediment shall exist for the hearing required under this section. Adequate cause shall be unavailability of material witnesses or any delay caused by legal or administrative procedures conducted by law enforcement or licensing body other than an entity under the control of County Administration.

2.7.4 After receipt of the appeal to the County Grievance Committee, the Committee Chairperson shall draw by lot five (5) members from the Grievance Committee panel, and shall forthwith notify those members that they have been selected to serve on the Committee for the current appeal. Members employed in the same department as the

grieving employee and members having formed an opinion on the issues prior to the hearing, shall not participate in that employee's hearing. A member wishing to recuse her/himself from any particular hearing shall notify the Committee Chairperson, without stating the reason for that recusal, or communicating the fact of the recusal or its reasons to any person employed by the County Administration. If a member recuses her/himself, the Chairperson shall draw another name by lot from the remaining panel members. If the Chairperson recuses her/himself, another member shall be nominated Chairperson pro tem and shall be the presiding officer for the duration of the current appeal.

- 2.7.5** The presiding officer shall have control of the proceedings and shall take whatever action necessary to ensure an equitable, orderly, and expeditious hearing. Parties shall abide by the presiding officer's decisions, except when a Committee member objects to a decision to accept or reject evidence, in which case the majority vote of the Committee members present will govern.
- 2.7.6** Decisions of the Committee shall be final by a simple majority of votes of the attending quorum of members, and shall be conducted by secret ballot unless members decide otherwise at the hearing.
- 2.7.7** The Committee shall have the authority to call for files, records, and papers which are pertinent to any investigation and which are subject to the control of the County Council; to call for or consider affidavits of witnesses; to request and hear the testimony of witnesses employed by the County; and to secure the services of a recording secretary in its discretion. The Committee shall have no authority to subpoena witnesses, documents or other evidence, nor shall any County employee be compelled to attend any hearing. All proceedings shall be tape recorded, but not transcribed. Witnesses, other than the grieving employee and the department representatives, shall be sequestered when not testifying. All witnesses shall affirm to their testimony or testify under oath.
- 2.7.8** All hearings shall be held in executive session unless the grieving employee, in the notice of appeal, prior to the scheduling of the grievance hearing, requests that it be held in open session. The official tape recording and the official minutes of all hearings shall be subject to the control and disposition of County Council. The grieving employee shall not, without signing a waiver or confidentiality, receive a copy of the official tape recording of the proceedings at the grievance hearing, or any documents produced, or referred to during the grievance hearing.
- 2.7.9** Neither the grieving employee nor the department may be assisted by advisers or by attorneys during the hearing itself. The Committee may have an attorney available to it at any and all times it considers necessary who may, when called upon by the Chairperson, advise upon the order and relevance of testimony and the appearance of witnesses, and advise generally on legal issues raised by procedural matters before the Committee. The Committee attorney shall take no part in the proceedings except as set forth above, and shall in no event act as a party nor as an advocate for any party appearing before the Committee.
- 2.7.10** Neither the grieving employee nor the department concerned in the grievance hearing shall contact, nor cause to be contacted by any third party any member of the grievance committee concerning the issues under appeal prior to or after the grievance hearing. Such contact themselves shall be deemed to be separate disciplinary offenses.
- 2.7.11** In disciplinary actions by department heads and their subordinate supervisors, the employee must receive in reasonable detail written notice of the nature of the acts or omissions which are the basis for the disciplinary action. This notice may be amended at any time 24 hours or more before the commencement of the hearing. The department must demonstrate that the disciplinary action is for the good of the County. The

department shall make the first presentation. The Committee (and any subsequent reviewing authority) may base its findings and recommendations on any additional or different grounds developed from the employee's presentation, provided that such matters are part of the official record of the Committee proceedings.

- 2.7.12** In non-disciplinary grievances the employee must establish that a right existed and that it was denied him unfairly, illegally, or in violation of a County policy. The employee shall make the first presentation.
- 2.7.13** In all grievances, the grieving employee and the department shall each be limited to one (1) hour of initial presentation. The party required to make the first presentation shall be entitled to a ten (10) minute rebuttal of the other party's presentation. The Chairperson shall appoint himself or another member of the Committee as timekeeper.
- 2.7.14** In all grievances, presentations may be oral or in writing or both and may be supported by sworn affidavits from witnesses, by records, other documentary evidence, photographs, and other physical evidence. Presentations shall be made by the grieving employee and by a managerial employee of the affected department. Neither party may call witnesses or question the other party, or question any witness called by the Committee.
- 2.7.15** Except as provided in 2.7.16 below, the Committee shall within 20 days after the hearing an appeal, make its findings and recommendations to the Administrator. The Administrator will consider the committee's findings and recommendations and make a decision as he/she deems appropriate. If the Administrator approves, the recommendation of the Committee shall be his/hers and, copies of the decision shall be transmitted by the Committee to the employee and to the head of the particular department involved. If, however, the Administrator rejects the Committee's decision, the Administrator shall make his/her own decision without further hearing. Copies of the decision shall be transmitted to the employee by the department head involved.
- 2.7.16** In grievances involving the failure to promote or transfer, or the discipline or discharge of personnel employed in or seeking assignment to departments under the direction of an elected official or an official appointed by an authority outside County Government, the Committee shall, within 20 days after hearing an appeal, make its findings and recommendation and report such findings and recommendation to such official. If the official approves, the Committee's recommendation shall be his/her decision and a copy of the decision shall be transmitted by the Committee to the employee. If, however, the official rejects the Committee's decision, the official shall make his/her own decision without further hearing, and that decision shall be final. A copy of the decision shall be transmitted to the employee.
- 2.7.17** NOTHING IN THIS GRIEVANCE PROCEDURE CREATES A PROPERTY INTEREST IN EMPLOYMENT OR A CONTRACT OF EMPLOYMENT, NOR DOES THIS PROCEDURE LIMIT THE AUTHORITY OF THE COUNTY OR AN ELECTED OR APPOINTED OFFICIAL TO TERMINATE ANY EMPLOYEE WHEN THE COUNTY OR RESPECTIVE ELECTED OF APPOINTED OFFICIAL CONSIDERS SUCH ACTION TO BE NECESSARY FOR THE GOOD OF THE COUNTY.

SECTION 3

PERSONNEL RECORDS

3.01 PURPOSE

The purpose of this section is to establish policies for the maintenance of required personnel records. To ensure that the information contained in the files is relevant, accurate, and safe from improper disclosure.

3.02 GENERAL STATEMENT OF INFORMATION

The custodian of employee files for Horry County is the Human Resources Department. All official personnel files are maintained centrally in the Human Resources Department and considered to be confidential.

Personnel files should be reviewed only in the Human Resources Department and only in the presence of a Human Resources staff member. Files should not, at any time, be removed from the Human Resources Department. Any department head, supervisor, or employee wishing to review a personnel file should notify the Human Resources Department in advance to make an appointment for the review.

3.03 PERSONNEL FILE MAINTENANCE

- A. Personnel files should contain only necessary job-related and personal information. An employee's official personnel file is maintained in the Human Resources Department; however, departments may maintain an in-department file if they wish. Any information placed in an employee's personnel file should be shared with the employee.
- B. A confidential file will be maintained separately for each employee and should contain only medical information, beneficiary designations, insurance information, enrollment applications, and COBRA notification.

3.04 REQUESTING COPY OF PERSONNEL FILE

In accordance with this policy and the SC Public Records Act, current and former employees may receive a copy of their official personnel file upon written request and signature on a waiver for release of information.

3.05 ACCESS TO PERSONNEL FILES

Employee files are considered to be confidential. Access to personnel files is limited to the employee, a supervisor who may be considering an employee for promotion, transfer, leave of absence, accommodations, or other personnel actions, and to other officials who may have a legitimate need to know.

Requests from representatives of the government or law enforcement agencies to review a personnel file in the course of their business may be granted access, upon presentation of a legal subpoena or court order.

3.06 DISCLOSURE OF EMPLOYEE INFORMATION/EXTERNAL REFERENCE CHECK

Any request for information on a current or former employee must be referred to the Human Resources Department. In compliance with already established department procedure, any request for verification of employment to include salary, job title, etc. shall be in writing and released only with signed authorization of the employee.

3.07 DISPUTING INFORMATION

Employees are encouraged to review their personnel files at least annually to ensure that all personal information is accurate and current.

Employees who question the accuracy of their personnel files should discuss their concern with the Human Resources Department. If a review by the Human Resources Department reveals erroneous information, such information will be removed from the employee file or corrected immediately.

3.08 RECORDS RETENTION

Personnel files will be retained for five (5) years from the date of separation in compliance with retention schedules for County records.

3.09 NOTIFICATION

The Horry County Human Resource Department has the right to verify information submitted to Horry County without notifying the individual involved, and to cooperate with law enforcement investigators, public safety or medical officials.

SECTION 4 ATTENDANCE AND LEAVE

4.01 SCOPE AND PURPOSE

This section presents general guidelines for attendance and leave. The guidelines are designed to comply with all relevant federal and state laws and regulations. There is no specific intent to provide comprehensive coverage of applicable laws and regulations; however, the County will comply with all applicable laws and regulations regarding time and attendance, whether explicitly expressed in these guidelines or not. A non-exhaustive list of relevant laws governing attendance and leave are: Fair Labor Standards Act, Family Medical Leave Act, American with Disabilities Act, South Carolina Wage and Hour Laws, laws governing Military Leave, Should you have questions regarding specific laws and regulations regarding attendance and leave, please contact the Human Resources Department.

4.02 GENERAL GUIDELINES

- A. Normal workweek shall be a forty-hour workweek; however, schedules may vary among departments based on service needs with the approval of the County Administrator. Depending upon the position, the following pay cycles may be used:

Cycle	Cycle Hours
A	80.00 Hours
B	85.50 Hours
C	106.00 Hours
E	80.00 Hours
F	80.00 Hours
H	96.00 Hours

In addition, the County Administrator may approve alternative work schedules.

- B. Additional hours shall be required when the relevant management official determines that the direct or indirect statutory responsibilities of the department cannot be accomplished in the normal work hours observed by the department or for any other relevant business need. Overtime must have prior approval of the County Administrator.

4.03 HOLIDAY GUIDELINES

Subject to Subpart B below, Horry County Government grants the holidays listed in Subpart A below with pay to all employees, except temporary employees.

A. Holidays

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Day after Thanksgiving
Two days at Christmas	To be determined by the County Administrator

B. Holiday Observance Procedure

- 1) For full-time, exempt employees, holiday pay is calculated on a salary basis. Holiday pay for nonexempt, full-time employees is calculated on the basis of the pay cycle in which they work. Non-exempt, full-time employees will receive holiday pay per holiday as follows:

Cycle	Holiday Pay Received Per Holiday
A	8.00 Hours
B	8.55 Hours
C	10.60 Hours
E	8.00 Hours
F	8.00 Hours
H	9.60 Hours

- 2) Holidays are to be taken on the prescribed day unless it is necessary for the employee to work. An employee classified as non-exempt under the Fair Labor Standards Act (FLSA) and who is required to work on an observed holiday shall be paid for the holiday at the employee's normal, regular rate of pay for time worked between 12:00 a.m. until 11:59 p.m. on a designated holiday. This pay is in addition to the holiday hours paid in section 4.03 B1. The policy applies only when an employee is physically at work.

In accordance with the Administrative Guidelines, the County Administrator is authorized to approve special pay actions for other special circumstances related to required work on a holiday.

C. Miscellaneous

When an observed holiday falls on a Saturday or Sunday, the County Administrator shall designate when the observed holiday shall be taken, provided the holiday is taken either the week before or the week after the holiday falls on a Saturday or Sunday.

When an observed holiday falls during a period of paid leave, that day will not count as a paid leave day.

Regular part-time employees who work at least an average of 20 hours per week shall receive a pro-rated amount of holiday time.

When an observed holiday falls on a period of unpaid leave, the employee will not receive credit for holidays during the period of unpaid leave.

When an observed holiday falls during a period of military leave, the employee shall be paid for the military leave and not receive holiday pay in addition to normal pay.

4.04 PAID LEAVE GUIDELINES

A. Eligibility

The following employees are eligible for paid leave:

1. Regular full-time employees who are in a pay status for the first 10 workdays of the month; and
2. Regular part-time employees who are in a pay status for the first 10 workdays of the month and work at least one-half the workweek of the department on a twelve-month basis.

B. Earning Paid Leave

All eligible employees earn paid leave per month that may be used for vacation, sick, bereavement, personal time, etc, subject to Department Head or his/her designee's approval. Regular part-time employees shall earn paid time off on a pro-rata basis. Earning rates are as follows and apply to all pay cycles:

1. Pay cycles A, B, E & F will earn paid time off as follows:

Years of Service	Hours earned per year
a. Zero to less than five years	200
b. Five to less than 10 years	240
c. Ten to less than 15 years	280
d. Fifteen to less than 20 years	320
e. Twenty and above years	360

Maximum accumulation: 960 hours

2. Pay cycles C & H will earn paid time off as follows:

Cycle C:

Years of Service	Hours earned per year
a. Zero to less than five years	220
b. Five to less than 10 years	268
c. Ten to less than 15 years	316
d. Fifteen to less than 20 years	364
e. Twenty and above years	436
Maximum accumulation	1036

Cycle H:

Years of Service	Hours earned per year
a. Zero to less than five years	212
b. Five to less than 10 years	260
c. Ten to less than 15 years	308
d. Fifteen to less than 20 years	356
e. Twenty and above years	428
Maximum accumulation	1028

C. Accumulating Paid Leave

Employees will be allowed to accumulate up to 960 hours. Any hours in excess of 960 will be deducted at the employee's anniversary (hire) date each year.

D. Paid Leave Payouts

Should an employee separate from the County for any reason, the following guidelines apply to payouts of accumulated paid leave—less all required deductions (e.g., retirement, FICA, etc):

a. Zero to less than five years	Maximum cash payout is 80 hours of paid leave
b. Five to less than 10 years	Maximum cash payout is 120 hours of paid leave.
c., Ten to less than 15 years	Maximum cash payout is 160 hours of paid leave
d. Fifteen to less than 20 years	Maximum cash payout is 200 hours of paid leave
e. Twenty and greater years	Maximum cash payout is 240 hours of paid leave

After separation and stipulated pay out, any remaining paid leave balance shall be forfeited. In addition, if the employee is reinstated or re-employed at a later time, the paid leave account will not be reimbursed except in the following cases:

1. Reinstatement is less than one year after a budgetary layoff; or
2. Reinstatement after being exonerated (does not include pre-trial intervention decisions) for charges, legal or administrative, that resulted in termination; however, any cash payout for paid leave given to the employee at the time of separation must be reimbursed entirely to receive any reimbursement of an employee's paid leave account.

When reinstated pursuant to Subpart D.1 or D.2 above, an employee will earn paid leave at the same rate as before separation.

4.05 PAY STATUS AND ACCRUAL AND NON-ACCRUAL

1. Paid leave will be accrued when an employee is in a leave with pay status.
2. Paid leave will not be accrued when an employee is in a leave without pay status unless a statutory requirement exists.

4.06 USING/CHARGING PAID LEAVE

1. Approval for the use of paid leave is at the sole discretion of the employee's Department Head or his/her designee.
2. Paid leave may be used for any absence, such as vacation, sick, bereavement, personal, etc., subject to the approval of the employee's Department Head or his/her designee.

3. Paid leave shall be charged as required and/or allowed by FLSA and/or other applicable laws.

4.07 REPORTING/RECORDING PAID LEAVE USAGE

All Department Heads will be responsible for coordinating and reporting paid leave for all employees with the Human Resources Department and Finance Department. Paid Leave records will be maintained in accordance with all relevant statutory requirements.

4.08 PAID LEAVE DONATIONS

The County Administrator shall develop guidelines for paid leave donations, contingent upon available funding.

4.09 LEAVE WITH PAY (ADMINISTRATIVE LEAVE)

Administrative leave with pay is at the sole discretion of the County Administrator. Administrative leave with pay is considered and approved on a case-by-case basis.

4.10 LEAVE WITHOUT PAY

All leave without pay must be approved in advance by the County Administrator, except in cases of disciplinary suspension without pay. Department Heads have the authority to suspend employees without pay for disciplinary reasons.

4.11 LEAVE WITH OR WITHOUT PAY FOR EXTENDED ILLNESS

For any extended period of disability due to illness, injury or maternity exceeding the amount of accrued paid leave, the employee may apply for leave without pay, which, along with any paid leave that has been taken, shall not exceed the time periods set forth below calculated on the basis of a rolling one-year period. The written request for leave shall specify the inclusive dates of the probable duration of the health care condition necessitating the leave and include any other information required by the County. The request shall not be denied for bona fide illness or disability for employees who are eligible for and have unused leave time available under the Family Medical Leave Act ("FMLA"). The leave without pay shall be granted with reinstatement privileges to the same position or one of comparable grade for which the employee is qualified. The Department Head shall require a health care provider's certificate or other acceptable documentation attesting to the need for medical leave, along with the projected inclusive dates of the need for leave, prior to approval. Dates set forth in the health care provider's certificate can be amended by the health care provider issuing the certificate or the County may secure additional medical opinions from other health care providers. The amount of leave authorized shall be subject to periodic reviews, as described below, and shall not exceed: (1) 90 calendar days of combined leave with pay and leave without pay in a rolling one year period, or (2) 90 working days of leave with pay in a rolling one year period; otherwise the employee shall be administratively terminated, or at the employee's option, may offer a voluntary resignation from County employment. Except in the case of FMLA leave in which the health care provider has certified a minimum duration of a longer period, leave approved under this section will be approved in increments no greater than thirty days. At the end of each thirty day period, or at the end of a period of a lesser number of days at the Division Director's discretion, or at the end of the certified duration in the event of FMLA leave, the facts and circumstances causing the leave, and the resulting impact to the department will be reviewed with the employee, who will also provide an updated certification which addresses the employee's current health condition and estimated return to work date. As a result of that review, a determination will be made regarding approval of an additional leave period of thirty days,

or a period of a lesser number of days, at the Division Director's discretion. In extenuating circumstances, the Department Head, with the concurrence of the Division Director and the County Human Resources Director may recommend extending the period of leave not to exceed a total of 180 calendar days maximum in a rolling one year period, subject to the approval of the County Administrator. An employee must return to full duty before the extended leave status ends. Light duty is not considered a return to full duty. An employee who does not return on or before the expiration date of the approved leave will be considered to have been administratively terminated, or at their option, they may offer a voluntary resignation.

An employee on FMLA leave under this provision is subject to certification and recertification requirements as set forth in Section 4.14C and the FMLA.

An employee who resigns under these guidelines is eligible for reinstatement according to Section 6.04. An employee who is not covered by reinstatement under Section 6.04 will be eligible for rehire according to normal hiring guidelines.

4.12 COURT/JURY-RELATED LEAVE

1. An employee who is summoned as a member of a jury panel or subpoenaed as a witness shall be granted administrative leave with pay; however, any payments for jury fees will be turned over to the Finance Department. In addition, if an employee is not scheduled to work on the day(s) he or she is required to be in court, then administrative leave with pay is not granted and the employee may keep payments for jury fees. This shall not apply to departments whose employees are exempt from jury duty by law.
2. An employee subpoenaed in line of duty to represent a County department as a witness or defendant shall not be granted administrative leave with pay, and appearance in such cases shall be considered a part of the employee's job assignment. The employee shall be reimbursed according to County regulations for any meals, lodging and travel expenses that may be incurred while serving in this capacity.
3. In no case shall administrative leave with pay be granted for court attendance when an employee is engaged in personal litigation; however, an employee may be granted annual leave or leave without pay when annual leave is not available. In such cases the department must approve the request and notify the Human Resources Department of the dates of such leave.
4. Any day an employee is excused from service on a jury, the employee is expected to return to the job; otherwise, the time the employee is excused from court service will be charged to paid leave, and the employee may be subject to disciplinary action for failure to report to work.

4.13 HAZARDOUS WEATHER AND EMERGENCY LEAVE

- A. The County Administrator or his/her designee has the sole authority to excuse employees of County government from reporting to work during extreme weather or other emergency conditions. The County Administrator shall issue a Declaration of Emergency stating that, because of extreme weather or other specified emergency conditions, employees should not report to work. Unless such a Declaration of Emergency has been issued, all County government employees are expected to report to work.

- B. The Declaration of Emergency may be applicable to all employees in the County, or only to those employees in one geographical region of the County or combination of geographical regions. Non-essential employees who live or work within the region(s) specified in the Declaration of Emergency will not be expected to report to work unless deemed necessary by the County Administrator and provided that the affected employees can report to work in a safe manner. Where possible, the County may provide a means of transportation to and from work to the affected employees.
- C. During a Declaration of Emergency, all essential and direct care services will be maintained. All Department Heads shall identify essential employees by position, classification, or internal title.
- D. It may be necessary for the County to establish and maintain emergency work groups as a part of the overall emergency response plan. These groups will consist of County employees who are not assigned to the Emergency Operations Center or to functions designated as essential to emergency response. These employees may be reassigned to jobs or tasks that are not a part of their normal jobs, tasks, or departments. These work groups will be responsible for performing ancillary services and tasks required before, during, and after an event or disaster associated with a Declaration of Emergency. Human Resources will develop these work groups in coordination with the Emergency Management department and all other County departments.
- E. Nothing contained in this section precludes the necessary, immediate evacuation of a facility by an individual in a supervisory capacity in the interest of personal safety.
- F. The hazardous weather and emergency policy shall be applicable to all employees of Horry County.

G. Definitions.

"Emergency conditions" means circumstances that would expose County employees to harmful or unsafe conditions, as determined by the County Administrator.

Extended emergency condition means a Declaration of Emergency with duration of three or more consecutive days.

H. Notification of Declaration of Emergency

1. Normal Working Hours

- a. Once a decision for a closing has been made, it will be communicated from the County Administrator or his/her designee to the Human Resources Director.
- b. The Human Resources Director or his/her designee will transmit the message to each County Department Head or designee.
- c. The County Administrator or his/her designee will issue a statement to the news media concerning the release of County employees due to the emergency.

2. Off-Duty Hours

Between the hours of 5:00 p.m. and 8:00 a.m., all Declarations of Emergency will be communicated by the County Administrator or his/her designee to the news media. In addition, the County Administrator or his/her designee will place a recorded message regarding the emergency and its effect on county operations on the employee hotline. Employees will assume an individual responsibility to respond in an appropriate manner to closings as they may be announced.

I. Compensation During Declaration of Emergency.

Compensation during a Declaration of Emergency is at the sole discretion of the County Administrator. In addition, funding must be available in the current budget for any compensation authorized by the County Administrator during a Declaration of Emergency. Employees who do not report to work or who report late to work due to a Declaration of Emergency issued by the County Administrator pursuant to subsection A of this Section, may be paid for such time lost without having to use accrued paid leave time as long as (1) the County Administrator issues an order authorizing such lost time to be paid for all similarly situated employees and (2) funds are available. Employees who are scheduled off on the day(s) that the County closes its normal operations due to a Declaration of Emergency will not be required to submit paid leave for those day(s) provided that (1) the County Administrator issues an order authorizing that submission of paid leave time is not required for those employees who are scheduled off and (2) funding is available. Non-exempt employees who are required to report to work during a Declaration of Emergency will be compensated in accordance with section 4.03 B (2) if funds are available.

In the event that an emergency is declared, it may be necessary for some or all county employees to be reassigned to jobs or tasks different from their normal jobs. The County Administrator through his or her designee will make reassignment decisions. Should an employee fail to report to a regularly assigned job or task, or should the employee fail to report to a reassigned job or task, then he or she may be placed in a leave without pay status and/or be subject to disciplinary action as outlined in the Employee Guidelines, Section 5.02 B.

Under an extended emergency condition, employees will be compensated if they report to work as directed by the County Administrator or his/her designee, or as directed by the County's emergency plan authorized by the County Administrator. The use of paid leave time during an extended emergency condition may be limited or eliminated at the discretion of the County Administrator during a Declaration of Emergency.

J. Rate of Pay.

For the purposes of this section, all employees will be compensated at their normal rate of pay and in compliance with all legal requirements.

4.14 FAMILY AND MEDICAL LEAVE ACT

Applies only to Employees employed 12 months or longer and who have worked 1250 hours or more in the preceding 12 months, both prior to commencement of leave.

A. General

Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act. As a general rule, employees must request leaves of absence under this law and policy, but in appropriate situations, employees may be placed on leave status without application.

The County will use a "rolling" 12-month period measured backward from the day an employee uses any leave under this law and policy. Upon receipt of an employee's request for leave under the Family and Medical Leave Act, the Supervisor or Department Head will immediately notify the Human Resources Director for a determination of whether the employee meets the eligibility requirements of the Act.

B. Reason for Leave of Absence

An eligible employee will be granted a leave of absence under this law and policy if a serious health condition prevents the employee from being able to perform his job, if the employee's spouse, child, or parent has a serious health condition and the employee must be absent from work in order to care for that relative, or to care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received in the employee's household shall end 12 months after a natural child is born or 12 months after an adopted or foster child is received in the employee's household. Except as otherwise provided below, the leave of absence will be without pay.

C. Certification of Need for Leave

Proof of need for leave of absence will be required of an employee seeking leave because of their own or a family member's serious health condition. The certification form will be provided by the Human Resources Department. The certification must be provided with the request for leave or within 15 days of the request. In the event advance notice is not possible, certification must be provided within the timeframe requested by the County. The County specifically reserves the right to request a second and third opinion at its expense and discretion. The County may require an employee on leave under this law and policy to periodically report on his status and intention to return to work and may require periodic recertification of the medical condition.

D. Length Of Leave

An eligible employee is entitled to the equivalent of a total of 12 work weeks of leave during any 12 consecutive months. Leave to care for a newly born or newly received child must be taken consecutively. Leave required because of the employee's own serious health condition or that of a spouse, child, or parent, may be taken intermittently or by means of a modified work schedule when necessary.

E. Effect of Leave on Paid Time Off

An employee who must be absent due to his own disability or for the care of a spouse, child, or parent with serious health conditions, will be paid for time lost from work from paid leave balances.

F. Effect of Leave on Accrual of Fringe Benefits

1. Health Benefit Plan. Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums on the same date that such portion of premiums would be deducted from the employee's wages. An employee's failure to pay the employee's portion of health benefit plan premium may result in a loss of health insurance coverage.
2. Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of paid time off.
3. Reimbursement of Premiums to County. An employee who does not return to work after the expiration of leave under this law and policy will be required to reimburse the County for payment of health insurance during the leave unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his job duties or circumstances beyond his control

G. Employee Responsibility to Give Notice

Employees who request leave under this policy must give 30 days advance notice or such lesser amount of notice as is possible in the particular circumstances.

H. Termination of Leave of Absence

A leave of absence under this policy will end when the need for the leave of absence ends, or when the maximum leave described above has been taken, whichever occurs sooner.

I. Reinstatement

At the conclusion of the leave of absence, the employee is entitled to reinstatement of his former position or to a position equivalent to his former position. The employee must demonstrate that he is fit for duty and must give reasonable notice of intent to return to work.

J. Extension of Leave Without Benefits

An employee who has been completely unable to perform the duties of his position due to his own disability and who has exhausted his entitlement to leave under the Family and Medical Leave Act by taking 60 consecutive working days of leave may, upon written application, be granted extended sick leave time. Pursuant to Section 4.11, said total leave time shall not exceed 180 calendar days. If the employee is able to return to work prior to or upon the exhaustion of this extended leave, he/she will be returned to his previous position or one of a comparable grade for which employee is qualified. If the employee is not returned to active employment, he/she will be continued on extended leave of absence status until he/she is returned to

active duty status or his extended leave of absence expires, whichever occurs sooner.

K. Automatic Termination of Employment

An employee's employment will automatically terminate if he/she does not return to full active employment status at the conclusion of his leave of absence or extended leave of absence.

L. Special Situations

1. Spouses. When both a husband and a wife are employed, their combined right to a leave of absence to care for a child or parent is 12 weeks in a 12 month period.
2. Key Employees (salaried employee in highest paid 10% of all employees). Such employees may be denied reinstatement rights if reinstatement would cause substantial and grievous economic injury to operations.

M. Not a Contract

- | |
|---|
| <ol style="list-style-type: none">1. This policy does <u>not</u> create contract rights.2. In no case will an employee have a greater right to a job than he/she would have had if he/she had not taken leave under this policy. |
|---|

4.15 OUTSIDE EMPLOYMENT AND APPROVED LEAVE

Unauthorized work for personal gain while on leave other than leave designated as vacation, personal, or military is prohibited.

SECTION 5

DISCIPLINARY ACTIONS

5.01 SCOPE AND PURPOSE

This section sets forth the guidelines for correcting or eliminating employee performance deficiencies and behavioral problems.

5.02 STATEMENTS OF POLICY

A. Each department is responsible for administering disciplinary actions to their employees within the guidelines and requirements of each respective department's operating environment. Any disciplinary action taken within a department will be on a case-by-case basis, based on the circumstances, and based on the particular deficiency or problems identified.

B. The following disciplinary actions are available for use by supervision:

1. Oral reprimand
2. Written Reprimand
3. Suspension
4. Discharge
5. Reimbursement of incurred County costs

On a case-by-case basis, Department Heads may utilize any and all of the above actions based on circumstances and problems.

In addition, and after appropriate review and approval by the Division Director, Department Heads may utilize discharge for any or no reason, for cause or no cause, as Horry County Government is an employment-at-will organization.

5.03 PURPOSE AND DISCLAIMER

EMPLOYEES OF HORRY COUNTY ARE EXPECTED TO OBSERVE ESTABLISHED RULES OF WORK AND CONDUCT. ALTHOUGH A NUMBER OF EXAMPLES ARE SET FORTH BELOW, THE LISTING OF THE EXAMPLES IN NO WAY LIMITS THE COUNTY ADMINISTRATOR, THE HUMAN RESOURCES DIRECTOR, OR ANY OTHER SUPERVISOR FROM TAKING STEPS AS MIGHT BE DEEMED APPROPRIATE. WHETHER A SITUATION IS LISTED OR NOT, THE COUNTY ADMINISTRATOR, HUMAN RESOURCES DIRECTOR, OR SUPERVISOR WILL ADDRESS EACH SITUATION ON A CASE-BY-CASE BASIS AND APPLY ACTION(S) AS DEEMED APPROPRIATE.

THE ENACTMENT OF THIS SECTION IN NO WAY CREATES ANY CONTRACTUAL RELATIONSHIP BETWEEN HORRY COUNTY AND ITS EMPLOYEES. EACH EMPLOYEE IS STILL AN EMPLOYEE AT WILL AND IS SUBJECT TO TERMINATION AT ANY TIME WITH OR WITHOUT JUSTIFICATION OR CAUSE. LIKEWISE, IT CREATES NO CONTRACTUAL OBLIGATION ON BEHALF OF THE EMPLOYEE AND ANY EMPLOYEE MAY LEAVE THE SERVICES OF HORRY COUNTY ANY TIME WITH OR WITHOUT CAUSE.

5.04 PERSONAL APPEARANCE

Department Heads will determine appropriate attire and grooming standards according to the needs of their department. Should there be a conflict with County interests, the County Administrator shall have final approval of attire and grooming standards for all County employees.

5.05 PERSONAL TELEPHONE CALLS

County phones are to be used for County business and may be used for personal business on an emergency basis only. This also applies to the mail system as well as to use of fax machines.

It is the employee's responsibility to ensure that no cost to the County results from their personal telephone calls.

Violation of this policy will minimally result in cost reimbursement to the County and may subject the employee to disciplinary action.

5.06 USE OF COMPUTER AND INFORMATION TECHNOLOGY

The County's policy concerning access to, proper use of, and disclosure of electronic mail messages sent or received by County employees who use the electronic mail and other County information systems (collectively referred to as "e-mail") is as follows.

The County's e-mail system is not to be used in any way that may be disruptive, offensive to others, or harmful to the County or to the morale of the County's employees. Employees shall not use the County's computer system, including electronic mail, internet and information systems, for personal use. These systems shall be used for County business only. The e-mail system shall not be used to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Violation of this policy will result in appropriate disciplinary action up to and including discharge.

A. Prohibition Against Harassment

Employees shall not display or transmit any sexually explicit images, messages, or cartoons, or transmit or use any e-mail system or internet communication that contains ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, religion, national origin, sex, age, disability or political belief. Any employee who is the recipient of information that he or she feels is violation of this paragraph shall immediately report the matter to his or her supervisor or as otherwise provided in the County's policy prohibiting sexual harassment.

B. The System is County Property

All e-mail messages are County records and property. The County reserves the right to access and disclose all messages sent over its e-mail system for any purpose without notice to any employee. Employees have no expectation of privacy in connection with any communication or information sent, received or stored using the County's e-mail system. The County, at its own discretion, with or without employee notice, may choose to monitor any employee's e-mail system use. Such monitoring may include intercepting, copying, printing, or reading all e-mail entering, leaving or stored on the system.

5.07 RULES OF CONDUCT

Some examples of offenses that may result in disciplinary action include, but are not limited to, those set forth below.

1. Failure to follow oral or written instructions of one's supervisor.
2. Inefficiency or lack of application in performance of duties.
3. Failure to report for duty at the assigned time and place.
4. Unexcused absence.
5. Creating or contributing to unsanitary/unsafe conditions.
6. Engaging in horseplay.
7. Careless, negligent or improper use of County equipment or property.
8. Careless or negligent conduct that endangers or injures others or results in property damage.
9. Failure to maintain satisfactory and/or harmonious working relationships with the public or fellow employees.
10. Tardiness.
11. Failure to wear seat belts while operating any County vehicle at any time whether on or off duty.
12. Conduct that has a negative impact on the County.
13. The use of profanity or abusive language towards a fellow employee or member of the general public while performing official duties as a County employee.
14. Being wasteful of materials, property, or work time.
15. Gambling on County property.
16. Sleeping on duty.
17. Operators failing to maintain County equipment to proper working condition.
18. An employee engaging in a fight on County property while on or off duty.
19. Conviction, entry of plea, forfeiture of bond or entry of nolo contendere plea to the charge of petty larceny whether committed on or off duty.
20. Failure to use safety equipment or refusal to comply with safety rules.
21. Mishandling or mismanagement of an inmate.
22. Dishonesty, including knowingly giving false information, knowingly falsifying records or making false statements when applying for employment.

23. Improper use of time clocks or the employee's identification card regarding time clock. This includes, but is not limited to, alteration of the employee's card, damage to the card or time clock machine, having some other employee clock in or out for the offending employee, clocking in or out for another employee. In the instances of this violation, all parties involved in the violation shall be subject to discipline.
24. Unauthorized use or improper use of County equipment.
25. Misuse of County funds or failure to account for funds that are in the possession or control of an employee.
26. Thievery from the County or co-employees.
27. Drinking or possessing alcoholic beverages and/or using or possessing narcotic drugs while on duty.
28. Willfully or recklessly causing damage or destruction of equipment or property belonging to the County, fellow employees or to the general public; unsafe operation of County equipment.
29. Unauthorized possession of firearms while on County property.
30. Unauthorized or improper use or disclosure of County records or documents.
31. Conviction, entry of plea, forfeiture of bond or entry of nolo contendere plea to the charge of grand larceny whether committed on or off duty.
32. Giving negligent or substandard care to any patient.
33. Refusal to stand examination by a licensed physician when requested in writing by Department Head in order to establish abilities to perform job duties or potential health risk to the public or fellow employees while on the job, provided that all costs for such required examination shall be paid for by the County.
34. Conviction, entry of a plea, forfeiture of bond or entry of nolo contendere plea to any criminal offense if the violation occurs during working hours.
35. Insubordination.
36. Divulging or misusing confidential information, including removal from County premises, without proper authorization, any employee lists, records, designs, drawings, or confidential information of any kind.
37. Refusal to comply with supervisor's written and/or oral directives.
38. Abuse of governmental powers.
39. Reporting to duty while under the influence of intoxicants and/or drugs. (Due to the nature of public employment, the County reserves the right to require medical tests to determine the presence of intoxicants and/or drugs if a reasonable cause exists in the mind of the direct supervisor or the Department Head or the County Administrator.)
40. Harassment of fellow employees or the public.
41. Conduct that causes embarrassment for the County.

42. Unauthorized work resulting in personal gain while on leave other than leave designated as vacation, personal, or military.

5.08 LOSS OF POSITION QUALIFICATION

Should an employee, for whatever reason, lose a mandatory position qualification, such as driver's license and/or required certification that would render the employee incapable of performing the duties for which employed, the employee shall be:

- A. Demoted to a lower class position for which the employee is qualified and which does not have the required qualification which was lost for whatever reason if such a position is vacant, budgeted for the department and approved for filling. Salary would be adjusted to the same respective position in the lower pay range. There shall be no guarantee of promotion back to the original position if qualification is regained and the employee shall apply with all others who are qualified.
- B. Terminated if no lower position is available within the department effective upon the loss of qualification with two (2) weeks notice.

5.09 ELECTIONS AND POLITICAL ACTIVITIES

- A. Horry County certainly expects its employees to exercise their rights as citizens and to be informed about issues and vote those convictions at the polls. The County encourages all employees to become registered and to vote at every opportunity provided to them.
- B. Horry County, however, does not expect nor will it permit employees to be involved in the political campaigns that affect that employee's day-to-day work or compromise that employee's effectiveness in providing services for the citizens of Horry County. Partisan political activity by any employee is prohibited during regular working hours. Employees may not use County equipment, vehicles, supplies or any other properties in political activity whether conducted during or after regular working hours. Employees who are subject to federal regulations concerning campaigns and political activities will be required to conform to those regulations and will be expected to familiarize himself/herself with those regulations.
- C. Any employee who desires to seek elective office shall not be obliged to remove himself/herself from employment before any campaigning or announcement of the candidacy is made. Notwithstanding any other provision in this section, all employees must comply with State and Federal law concerning election activities. Any employee elected to public office shall be required to resign upon election from their pre-election position.

5.10 ACCEPTANCE OF GIFTS AND ENTERTAINING:

- A. An employee shall not solicit or accept, directly or indirectly, any gift, offers or promises of anything of value including, but not limited to, money, favors, services, food, transportation, entertainment, honorarium or any other item of value from any business, vendor, potential vendor or anyone who does business, directly or indirectly, with Horry County. Any such solicitation or acceptance is a disciplinary offense and shall result in a complaint against the employee.
- B. An employee shall not ask, demand, exact, solicit, seek, accept, assign, nor receive anything of value for that employee or any other person in return for:

The discharge of that employee's official responsibilities; or

Forbearance from discharge of that employee's official responsibilities;

Collusion in the commission of fraud or an opportunity for fraud against Horry County;

Forbearance from reporting on a matter indicating actual or intended fraud on Horry County by one or more other individuals or entities.

- C. Each employee of Horry County shall conduct business or the discharge of duties in such manner as avoids the appearance of impropriety.
- D. Any violation of this Section of the policy shall be a disciplinary offense up to and including termination.

If any employee shall need guidance on the application of this policy to any particular situation, such employee may consult the Administration Division Director in confidence, and the Director may seek legal counsel from the County Attorney on a confidential basis.

SECTION 6

APPOINTMENTS, STATUS, TRANSFER, SEPARATIONS, AND PERSONNEL SETTLEMENTS

6.01 SCOPE AND PURPOSE

This section sets forth the policies and procedures for the various types of appointments and separations in the county service.

6.02 STATEMENTS OF POLICY

- A. Appointments shall only be made to positions that have been established by County Council, classified by the Human Resources Director, and approved by the County Administrator.
- B. The County Administrator, through the Human Resources Director, shall be responsible for the final approval of all employment and discharge actions within the scope of this ordinance. An established position shall be filled by one of the following types of appointments:
 - 1. Regular
 - 2. Reinstatement
 - 3. Promotion
 - 4. Demotion
 - 5. Transfer
- C. Upon appointment to an established position, an employee shall be given one of the following types of status:
 - 1. Regular - Full-Time
 - 2. Regular - Part-Time
 - 3. Temporary - Full-Time
 - 4. Temporary - Part-Time
- D. When a position receives a title change without a change in salary grade, the incumbent employee shall retain the same status as held under the old class title.
- E. Any person appointed to a position in County service must meet minimum training and experience requirements established in the specification for the class to which appointed, unless the Human Resources Director has approved an equivalency to the required training and experience established for the class.

6.03 ORIGINAL APPOINTMENTS

A. Upon receiving an original appointment, an employee shall be given status in accordance with the following:

1. Regular Status

An employee who is appointed to regular status is eligible to receive benefits as defined by County policy. Such appointments may be as full- or part-time. Those employees appointed to regular, part-time positions receive limited benefits as defined by County policy.

2. Temporary Status

An employee appointed to a temporary status is not eligible for benefits as defined by County policy, subject to any overriding federal or state statutory requirement(s). An employee appointed to fill a position on a full-time or part-time basis shall be given temporary status when:

- a. The appointment is to a temporary position as determined by budgetary and/or classification purpose. No person may maintain a temporary status or occupy a temporary position for more than six months per a rolling 12-month period. That is, a person cannot occupy a temporary position more than six months within a twelve-month period beginning at the time of his/her appointment to a temporary position. Should the temporary position exist longer than six months, the affected department shall re-fill the position with a different person through normal hiring procedures or through a temporary agency. Exception: temporary grant positions may be employed for the full term of the grant; however, if the grant is renewed, the person filling the position must separate from the County and the position must be re-filled by normal hiring practices;
- b. The appointment is to replace an employee granted a leave of absence not exceeding six (6) months;
- c. The appointment is for a person who enters into a written contract in accordance with the guidelines for Special Contract Services for a defined period of time in a non-regular position to perform a special service or project not ordinarily performed by employees of the department or institution.

B. An employee's official date of hire occurs when the employee receives an appointment to a regular full-time or regular part-time position. Employees who were employed in a temporary status will have an official date of hire that coincides with the date they begin work in a position that has regular status.

6.04 REINSTATEMENTS

A. An employee who held regular status in any class in the County service prior to separation may be given a reinstatement in accordance with the below listed provisions.

1. The employee was separated from the County service in good standing.
2. Reinstatement is within one (1) year from the date the employee was separated from County service; and,

3. The appointment is made to a position assigned to a grade equal to or lower than the position from which the employee was separated.
4. The Department Head approves the reinstatement.

6.05 PROMOTIONS

- A. An employee shall be given a promotion when the employee is moved from a position in one class to a position in another class having a greater degree of responsibility and a higher maximum salary.
- B. Any County employee who applies for and is considered for promotion to a higher or more responsible position, must be fully qualified for the position for which consideration is being given. The Department Head in consultation with the Human Resources Director shall prepare minimum criteria for evaluating all potential candidates for the promotion regardless of the department from which the employee is currently located.

6.06 RECLASSIFICATIONS

- A. Reclassification of an established position may result from changes in the duties and responsibilities, a redistribution of work assignments that significantly alter the duties and responsibilities of a position, or revisions of class specifications to reflect accurate levels of work performed.
- B. Reclassifications do not apply to and cannot be effected for situations involving the assignment of new duties and responsibilities that have the effect of creating a new position. This situation would result in a new position and would require the advertising process.
- C. All reclassifications will be reviewed by the Human Resources Department. Upon review, the Human Resources Department will forward its recommendation to the County Administrator.
- D. The County Administrator must approve all reclassifications before they become effective.

6.07 DEMOTIONS

- A. An employee shall be given a demotion when the employee is moved from a position in one class to a position in another class having a lesser degree of responsibility and a lower maximum salary.
- B. An employee may be given a demotion appointment for loss of position qualification.
- C. An employee may be given a demotion as a disciplinary action based on a case-by-case basis by the Department Head, Human Resources Director, and the County Administrator.

6.08 TRANSFERS

- A. The Department Head over any County employee receiving consideration for transfer (via the employment/hiring process) to another department shall be notified of such consideration by the selecting Department Head before the final selection of such an employee to fill the vacancy, whenever possible. Where possible, a one-week notice

will be given unless the two Department Heads agree otherwise and no other guideline or policy is violated.

- B. The County Administrator, under the directives of County Council to minimize staffing, increase productivity, improve efficiency of service delivery, and to decrease the cost of service delivery is hereby authorized to transfer employees from one department to another. The affected employees may be transferred to any comparable vacant position in other departments, either voluntarily or offered opportunities stated in Section 6.09E. The Department Head shall make the recommendations as to which employees are to be selected for transfer under this section and in accordance with the provisions of this policy. The Human Resources Director shall certify to the Administrator that all requirements have been met prior to the maximum notice of the impending transfer.
- C. An employee shall be given a transfer when moved from a position in one class to a different position in the same class or in a different class having the same degree of responsibility and the same maximum salary.

6.09 SEPARATIONS

A. Resignations

An employee who resigns should submit the resignation in writing with reasons. Resignations should be submitted so as to provide a minimum of two (2) weeks notice whenever possible. An employee who resigns may not rescind a resignation unless the Department Head agrees to the rescission prior to effective date of the resignation.

B. Suspensions

1. A suspension is defined as an action taken by a Department Head against an employee to temporarily relieve the employee of duties and place the employee on leave without pay. In addition, the County Administrator has the authority to suspend with or without pay as determined on a case-by-case basis.
2. A Department Head may suspend an employee as a disciplinary measure for a violation(s) of County Policies and Procedures.

C. Dismissals

1. A dismissal is the action taken by the Department Head, upon review and approval of the Division Director, against an employee to separate the employee from County Service.
2. All dismissal notices shall be in writing and submitted to the employee stating the reason for the dismissal. The written submission of dismissal of the employee may occur before or after dismissal, depending on extenuating circumstances.

An employee whose employment is terminated is not eligible for rehire. However, the County Administrator *may* waive this prohibition under extenuating circumstances.

D. Reduction in Force

1. The Administrator shall be responsible for the development of a written reduction in force procedure at any time such procedure becomes necessary.

2. Any regular employee affected by reduction in force shall retain job title status and rights to recall for a period of one (1) year from the date of separation.
3. Competitive areas shall be determined by the Department Head according to critical needs.
4. Employees who are laid off by a department of County government due to a reduction in force and are subsequently rehired within one (1) year by another department shall have their paid leave credits reinstated except those paid out at separation.

E. Elimination of Department

1. Any regular status employee terminated by the elimination of his/her department shall have first priority for positions that are created after the elimination of the department, for which the terminated employee is eligible and qualified to apply.
2. Any regular status employee terminated by the elimination of his/her other department shall retain status and rights under this section for a period of one (1) year from the date of termination.
3. Any regular status employee who is terminated by the elimination of his/her department and who is subsequently rehired by another department within one year from the date of separation pursuant to this section, shall have paid leave credits reinstated, except those paid out at the time of separation.

6.10 PERSONNEL SETTLEMENT AGREEMENTS

- A. With the exception of Worker's Compensation cases or Unemployment Compensation cases, the Administrator or County Attorney shall advise County Council of the terms of any Settlement Agreement involving personnel matters. No Settlement Agreement shall be considered as final until approved by Council.
- B. All Settlement Agreements shall contain sufficient information so as to fully protect and to relieve Horry County from further liability.

SECTION 7 HARASSMENT

7.01 SCOPE AND PURPOSE

Horry County is committed to maintaining a work environment that is free from discrimination and in which employees at all levels can devote their full attention and best efforts to the job. Harassment has no place in the work environment. The County does not authorize and will not tolerate any form of harassment based on the following factors:

Race, color, sex, national origin, age, disability, religion, or any other characteristic that is protected by law.

This policy applies to management and non-management employees alike, and even to non-employees who harass our employees.

7.02 HARASSMENT

Examples of harassment that are covered by this policy include offensive language, jokes, or other physical, verbal, written, or pictorial conduct relating to the employee's sex, race, religion, national origin, age, disability, or other factor protected by law that would make a reasonable person experiencing such behavior feel uncomfortable or would interfere with the person's work performance.

The examples below are just that—examples. It is impossible to list every type of behavior that can be considered harassment in violation of this policy. In general, any conduct based on these traits that could interfere with an individual's work performance or could create an offensive environment will be considered harassment in violation of this policy. ***This is the case even if the offending employee did not mean to be offensive. It is essential that employees be sensitive to the feelings of others.***

7.03 SEXUAL HARASSMENT

Sexual harassment (whether opposite-sex or same-sex) is strictly prohibited. Examples of the types of behavior that are considered sexual harassment in violation of this policy include:

- Sexually offensive jokes or comments;
- Physical assaults or other touching that is sexual in nature;
- Promising favorable treatment or threatening unfavorable treatment based on the employee's response to sexual demands;
- Displays of sexually oriented reading materials or pictures, including electronic materials;
- Punishing an employee for complaining of sexual harassment.

7.04 HARASSMENT BASED ON RACE, COLOR, NATIONAL ORIGIN, AGE, DISABILITY, OR RELIGION.

Harassment based on these other traits deserves special mention and is also strictly prohibited. Examples of the types of behavior that will be considered harassment based on these characteristics include:

- Jokes or negative comments about these characteristics;
- Displays of reading materials or pictures containing negative material about these characteristics, including electronic materials;
- Vandalism or "pranks" based on these characteristics;
- Name-calling based on these characteristics;
- Punishing an employee for complaining of these types of harassment.

7.05 REPORTING HARASSMENT

The County cannot resolve matters that it does not know about. Every employee has a duty to immediately report harassment so that the County can try to resolve the situation. You should report harassment when:

- You feel that you have been harassed;
- You have seen someone else be harassed.

This is true whether the alleged harasser is an employee, a supervisor or manager, or even a non-employee, such as a vendor with whom the County does business.

To report harassment, you must contact your supervisor, Department Head, the Human Resources Director, Division Director, or the County Administrator. These individuals will respond appropriately to reports of harassment. A complaint must be filed through the process described in this policy, however, in order for an investigation to take place.

Any alleged harassment reported to a Supervisor or the Supervisor and/or Department Head must be immediately reported to the Human Resources Director, relevant Division Director, or the County Administrator.

Once your report has been received, the County will:

- Conduct a prompt and thorough investigation;
- Discuss the results with the complaining employee and, where appropriate, the action to be taken;
- Keep the investigation and results as confidential as possible;
- If the complaint is verified, take appropriate corrective action, up through and including termination.

No employee will be punished for bringing a report of harassment to the County's attention or for cooperating in an investigation.

7.06 OUR COMMITMENT TO AN EFFECTIVE NO-HARASSMENT POLICY

Finally, if you feel that the County has not met its obligations under this policy, or if you are not satisfied with the way in which your report of harassment was handled, you should contact the County Administrator. An effective No-Harassment policy depends on all of us, working together, to address this very important subject.

For further information concerning your rights to a work environment free of sexual harassment, including Equal Employment Opportunity Commission ("EEOC") charge filing deadlines, please consult the EEOC poster posted on the County's bulletin board.

SECTION 8
NEPOTISM and CLOSER-THAN-NORMAL RELATIONSHIPS
POLICY

8.01 SCOPE AND PURPOSE

To establish procedures covering employment of immediate relatives and closer-than-normal relationships in the workplace.

8.02 STATEMENT OF POLICY

It is the County's policy that relatives will not be employed in regular full-time or regular part-time positions where:

- A. One relative would have the authority to supervise, appoint, remove, discipline, or evaluate the performance of the other.
- B. One relative would be responsible for auditing the work of the other.
- C. Other circumstances exist which would place the relatives in a situation of actual or reasonable foreseeable conflict between the County's interest and their own.

Where business necessity requires the limitation of employment opportunity of relatives, the means chosen to meet the business necessity shall be those, which have the least adverse impact on the individuals. For example:

The exclusion should be limited to the job, work crew, shop or unit where the reason for exclusion exists, and should not bar the person from the whole work force, unless the reason applies to the whole work force. When it is necessary to exclude a person because of what his or her spouse does, then the employees will be asked to determine which spouse shall keep the job. The County may require one spouse to quit thirty (30) days after marriage if they become in violation of this policy and a mutually agreeable solution cannot be reached between the County and the employees.

Reasonable efforts shall be made to comply with this policy through voluntary reassignment.

8.03 SCOPE OF NEPOTISM POLICY:

IMMEDIATE RELATIVES - For the purpose of this section, immediate relatives include spouse, child, parent, brother, sister, grandparents, parent-in-law, daughter-in-law, son-in-law, grandchildren, aunts, uncles, nephews, nieces, step relationships within the aforementioned categories. This policy shall also apply to persons related by blood or marriage or anyone residing in an employee's home.

8.04 STATEMENT OF CLOSER-THAN-NORMAL RELATIONSHIPS POLICY

It is the County's policy to prohibit closer-than-normal relationships that create a conflict of interest for the County and its purposes.

Closer-than-normal relationships are those relationships entered into by mutual consent between County employees that are amorous, romantic, and/or sexual, including contacts deemed to be the nature of dating or other personal, pre-arranged social activity.

A non-exhaustive list of prohibited closer-than-normal relationships under County policy is as follows:

1. Relationships between supervisor and subordinate;
2. Relationships between employees employed in the same department where it is reasonable to foresee that a conflict of interest may arise;
3. Relationships between any employees where it is reasonable to foresee that a conflict of interest may arise.

8.05 REMEDIAL ACTION FOR CLOSER-THAN-NORMAL RELATIONSHIPS

Remedial action for closer-than-normal relationships may include, but not be limited to, any or all of the following:

1. Transfer of one or both of the employees in a closer-than-normal relationship to another department where a conflict of interest is eliminated.
2. Demotion or other classification change of one or both employees in a closer-than-normal relationship where a conflict of interest is eliminated.

Where the above remedies do not eliminate a conflict of interest, it may be necessary for one or both of the employees in a closer-than-normal relationship to resign his or her employment with the County. Should the need for resignation arise, the employee or employees may have thirty (30) days from the time that the conflict arose to resign.

8.06 SCOPE OF CLOSER-THAN-NORMAL RELATIONSHIPS POLICY

This policy applies to all County employees.

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Horry County Public Safety Division
Paul D. Whitten, Director

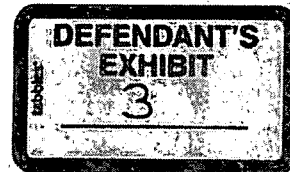
2560 Main Street, # 4
Conway, SC 29526
(843) 915-5400
(843) 915-6400 FAX

TO: Danny Knight, Administrator
FROM: Paul Whitten
DATE: March 3, 2008
SUBJECT: FY 2008 Salary Review, Version 2

1. This document represents my recommendations for Year 3 of the County Salary Program. As I briefed you last week, I formed a Working Group to assist me in this program. This Working Group focused our efforts on the public safety positions below Deputy Department Head.
2. My priorities for this effort are listed below:
 - a. Appropriately increase pay for Class 1 law enforcement officers.
 - b. Appropriately increase pay for Correction's Officers.
 - c. Appropriately increase Paramedic pay.
 - d. Ensure pay de-compression remains within the division.
 - e. Ensure equivalency within Police, Sheriff and Fire/Rescue.
3. I have attached a work sheet outlining my specific proposed pay plan recommendations. All of these are directly related to one of the priorities listed in paragraph #4. I recommend that these actions be implemented starting on March 29, 2008, the start of a pay period. If you have any questions, please let me know.

ATTACHMENTS

- Appendix 1, Adjustments



Appendix 1
Organizational Adjustments

Action #	Affected Department	Specific Action	# of Personnel Affected	Cost \$
POLICE DEPARTMENT				
1 ✓	Police	Regrade all PFCs from Grade 14 to Grade 15 <i>99/10/14/15</i>	127/127 ✓	\$245,154
2 ✓	Police	Retitle School Resource Officers, Grade 15 as PFCs, Grade 15.	15/15 ✓	0
3 ✓	Police	Provide 5% adjustment to PFCs (and Canine Handler, Grade 15) who are Class 1 Certified. (Defined as successful completion of SC Criminal Justice Academy)	143/143 ✓	\$238,786
4 ✓	Police	Regrade Corporals and Detectives from Grade 17 to Grade 18.	45/45	\$81,647
5 ✓	Police	Establish Internal "Entry" Pay for SGTs at \$41,500 (Bring all SGTs to this level, or higher. Future SGTs will start at this level.)	13/28 ✓	\$33,053
6 ✓	Police	Establish Internal "Entry" Pay for Senior Detectives at \$41,500 (Bring all Senior Detectives to this level, or higher. Future Senior Detectives will start at this level.)	1/8 ✓	\$2,776
7 ✓	Police	Establish Internal "Entry" Pay for LTs at \$50,000 (Bring all LTs to this level, or higher. Future LTs will start at this level.)	10/15 ✓	\$39,948
8 ✓	Police	Establish Internal "Entry" Pay for CPTs at \$58,500 (Bring all CPTs to this level, or higher. Future CPTs will start at this level.)	0/6 ✗	0
Police Total				\$641,364

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SHERIFF'S OFFICE				
9	✓	Sheriff	Regrade DFCs from Grade 14 to Grade 15	15/15 ✓ \$28,833
10	✓	Sheriff	Provide 5% adjustment to DFCs who are Class 1 Certified. (Defined as successful completion of SC Criminal Justice Academy)	24/24 ✓ \$35,047
11	✓	Sheriff	Regrade Corporals from Grade 17 to Grade 18	2/2 ✓ \$4,212
12	✓	Sheriff	Establish Internal "Entry" Pay for SGTs at \$41,500 (Bring all SGTs to this level, or higher. Future SGTs will start at this level.)	0/3 ✓ 0
13	✓	Sheriff	Establish Internal "Entry" Pay for LTs at \$50,000 (Bring all LTs to this level, or higher. Future LTs will start at this level.)	0/1 ✓ 0
Sheriff's Office Total				\$68,092
DEPUTY SHERIFFS OFFICE				
14	✓	Sheriff - Jail	Retitle Detention Officer 1 st Class to Corrections Officer (CO) and regrade from Grade 13 to Grade 14	121/121 ✓ \$203,052
15	✓	Sheriff - Jail	Retitle Transportation Deputies to Deputy First Class (DFC) and regrade from Grade 14 to Grade 15.	4/4 ✓ \$7,615
16	✓	Sheriff - Jail	Retitle Juvenile Detention Specialists to Deputy First Class (DFC) and regrade from Grade 14 to Grade 15.	6/6 ✓ \$11,648
17	✓	Sheriff - Jail	Provide 5% adjustment to DFCs who are Class 1 Certified. (Defined as successful completion of SC Criminal Justice Academy)	10/10 ✓ \$15,484
18	✓	Sheriff - Jail	Regrade Corporals from Grade 17 to Grade 18.	15/15 ✓ \$26,707
19	✓	Sheriff - Jail	Establish Internal "Entry" Pay for SGTs at \$41,500 (Bring all SGTs to this level, or higher. Future SGTs will start at this level.)	2/7 ✓ \$8,467

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20	✓	Sheriff - Jail	Establish Internal "Entry" Pay for LTs at \$50,000 (Bring all LTs to this level, or higher. Future LTs will start at this level.)	1/7 ✓	\$8,563
21	✓	Sheriff - Jail	Establish Internal "Entry" Pay for CPTs at \$58,500 (Bring all CPTs to this level, or higher. Future CPTs will start at this level.)	4/4 ✓	\$7,553
Detention Center Total					\$289,089
22	✓	Fire / Rescue	Retitle Firefighter 1 to Firefighter and regrade from Grade 14 to Grade 15.	85/85 ✓	\$165,751
23	✓	Fire / Rescue	Regrade all Firefighter-Medics from Grade 17 to Grade 15.	54/54 ✓	(\$236,031)
24	✓	Fire / Rescue	Establish Internal "Entry" Pay for Training Officers at \$43,000 (Bring all Training Officers to this level, or higher. Future Training Officers will start at this level.)	3/3 ✓	\$13,118
25	✓	Fire / Rescue	Establish Internal "Entry" Pay for Battalion & Division Chiefs at \$50,000 (Bring all Bn & Div Chiefs to this level, or higher. Future Bn & Div Chiefs will start at this level.)	2/6 ✓	\$7,481
26	✓	Fire / Rescue	Establish Internal "Entry" Pay for Assistant Chiefs at \$58,500 (Bring all Assistant Chiefs to this level, or higher. Future Assistant Chiefs will start at this level.)	0/2 ✗	\$0
27	✓	Fire / Rescue	Implement Paramedic Proficiency Pay of \$7500 annually for all Firefighter (Grade 15) with Paramedic Certification.	80 54/54 ✓	\$553,023
28	✓	Fire / Rescue	Implement Paramedic Proficiency Pay of \$3000 annually for all Training Officers (Grade 21) with Paramedic Certification.	3/3 ✓	\$11,509
29	✓	Fire / Rescue	Implement Paramedic Proficiency Pay of \$1000 annually for all Battalion Chiefs and Division Chiefs (Grade 24) with Paramedic Certification.	5/6 ✓	\$8,951
Fire/Rescue (Fund 10 - EMS) Total					\$523,802

Fire / Rescue (Grade 15 - Fire / Mail)				
30	✓	Fire / Rescue	Retitle Firefighter 1 to Firefighter and regrade from Grade 14 to Grade 15.	46/46 ✓ \$85,593
31	✓	Fire / Rescue	Regrade all Firefighter-Medics from Grade 17 to Grade 15.	14/14 ✓ (\$51,855)
32	✓	Fire / Rescue	Establish Internal "Entry" Pay for Fire Lieutenants at \$38,000 (Bring all Fire LTs to this level, or higher. Future Fire LTs will start at this level.)	8/23 ✓ \$5,807
33	✓	Fire / Rescue	Establish Internal "Entry" Pay for Fire Captains at \$43,000 (Bring all Fire CPTs to this level, or higher. Future Fire CPTs will start at this level.)	9/13 ✓ \$11,585
34	✓	Fire / Rescue	Establish Internal "Entry" Pay for Investigator, Grade 21 at \$43,000 (Bring Investigator to this level. Future Investigators will start at this level.)	1/1 ✓ \$1,347
35	✓	Fire / Rescue	Establish Internal "Entry" Pay for Battalion & Division Chiefs at \$50,000 (Bring all Bn & Div Chiefs to this level, or higher. Future Bn & Div Chiefs will start at this level.)	3/5 ✓ \$11,221
36	✓	Fire / Rescue	Establish Internal "Entry" Pay for Assistant Chiefs at \$58,500 (Bring all Assistant Chiefs to this level, or higher. Future Assistant Chiefs will start at this level.)	1/1 ✓ \$340
37	✓	Fire / Rescue	Implement Paramedic Proficiency Pay of \$7500 annually for all Firefighters (Grade 15) with Paramedic Certification.	14/14 ✓ \$160,556
38	✓	Fire / Rescue	Implement Paramedic Proficiency Pay of \$3000 annually for all Fire Lieutenants (Grade 19) with Paramedic Certification.	5/23 ✓ \$19,182
39	✓	Fire / Rescue	Implement Paramedic Proficiency Pay of \$3000 annually for all Compliance / Wellness Coordinators (Grade 19) with Paramedic Certification.	0/1 \$0
40	✓	Fire / Rescue	Implement Paramedic Proficiency Pay of \$3000 annually for all Fire Captains (Grade 21) with Paramedic Certification.	4/13 ✓ \$15,346
41	✓	Fire / Rescue	Implement Paramedic Proficiency Pay of \$3000 annually for all Training Officers (Grade 21) with Paramedic	0/1 \$0

HCFR - 000687

		Certification.		
42	✓ Fire / Rescue	Implement Paramedic Proficiency Pay of \$3000 annually for all Medical Officers (Grade 21) with Paramedic Certification.	(3/3) ✓	\$11,509
43	✓ Fire / Rescue	Implement Paramedic Proficiency Pay of \$1000 annually for all Battalion Chiefs and Division Chiefs (Grade 24) with Paramedic Certification.	(2/5) ✓	\$2,558
Fire/Rescue (Fund 01 – Fire Fund) Total				\$273,189

44	✓ E911	Establish Internal "Entry" Pay for Communication Center Supervisors (Grade 20) at \$41,500 (Bring all Communication Center Supervisors to this level, or higher. Future Communication Center Supervisors will start at this level.)	(3/4) ✓	\$8,628
E911 Total				\$8,628
ADJUSTMENTS (Fund 10) TOTAL				\$1,530,975
ADJUSTMENTS (Fund 01) TOTAL				\$273,189

HCFR - 000688

383

HORRY COUNTY
EMPLOYMENT GUIDELINES

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I acknowledge receipt of Horry County's Employment Guidelines and Procedures AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

Neil Doyle

Signature

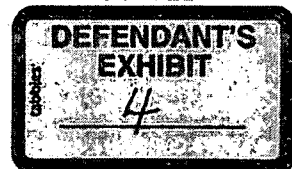
Neil Doyle

Printed Name

5-2-05

Date

Date Adopted: March 15, 2005



HORRY COUNTY EMPLOYMENT GUIDELINES

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Neil Doyle
Signature

Neil Doyle
Printed Name

12-31-08
Date

Wylie McNeil Doyle
Employee # 3325

Date Adopted: November 19, 2008

HORRY COUNTY

EMPLOYMENT GUIDELINES

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Neil Doyle
Signature

Neil Doyle
Printed Name

9.26.12
Date

Wynne McNeil Doyle

Date Adopted: August 21, 2012
Effective Date: October 1, 2012

HORRY COUNTY

EMPLOYMENT GUIDELINES

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I ACKNOWLEDGE RECEIPT OF HORRY COUNTY'S EMPLOYMENT GUIDELINES AND PROCEDURES AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

Neil Doyle #3389

Signature

Neil Doyle

Printed Name

8-13-15

Date

Revised: June 16, 2015

Date Adopted: August 21, 2012

Effective Date: July 1, 2015

HORRY COUNTY
EMPLOYMENT GUIDELINES

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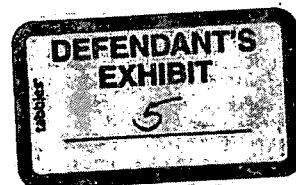
I acknowledge receipt of Horry County's Employment Guidelines and Procedures AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

Timothy M. Lee Jr.
Signature

Timothy M. Lee Jr.
Printed Name

5/10/05
Date

Date Adopted: March 15, 2005



ATT: Tim Lee
Pay back to 915-5864

HORRY COUNTY EMPLOYMENT GUIDELINES

DISCLAIMER

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I acknowledge receipt of Horry County's Employment Guidelines and Procedures AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

Signature
Timothy Lee

Printed Name
1/13/09

Date

Timothy Lee
Employee # 3231

Date Adopted: November 19, 2008

HORRY COUNTY

EMPLOYMENT GUIDELINES

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I ACKNOWLEDGE RECEIPT OF HORRY COUNTY'S EMPLOYMENT GUIDELINES AND PROCEDURES AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

Signature: 

Printed Name: Timmy Lee

Date: 9/30/12

Date Adopted: August 21, 2012
Effective Date: October 1, 2012

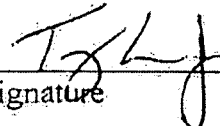
HORRY COUNTY

EMPLOYMENT GUIDELINES

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Signature

Timothy Lee Jr
Printed Name

8/13/15
Date

Revised: June 16, 2015
Date Adopted: August 21, 2012
Effective Date: July 1, 2015

HORRY COUNTY
EMPLOYMENT GUIDELINES

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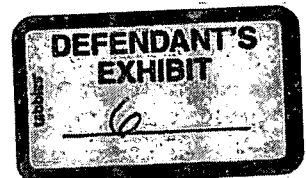
I acknowledge receipt of Horry County's Employment Guidelines and Procedures AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

Anthony J. Mottola III
Signature

Anthony J Mottola III
Printed Name

MAY 9, 2005
Date

Date Adopted: March 15, 2005

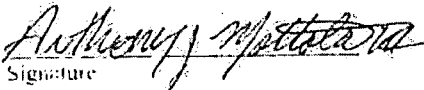


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Signature

Anthony J. Nottola

Printed Name

Employee # 423

12/11/08

Date

Date Adopted: November 19, 2008

HORRY COUNTY

EMPLOYMENT GUIDELINES

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Signature

Printed Name

Date

Date Adopted: August 21, 2012
Effective Date: October 1, 2012

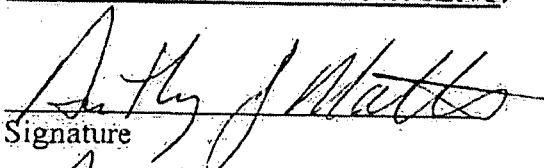
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Signature

Anthony J Mottola
Printed Name

8/13/15
Date

Revised: June 16, 2015

Date Adopted: August 21, 2012

Effective Date: July 1, 2015

HORRY COUNTY
EMPLOYMENT GUIDELINES

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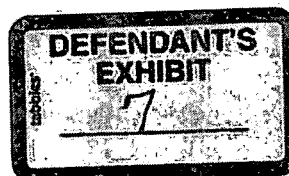
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David Jack Todd II
Signature

David J. Todd II
Printed Name

10 MAY 05
Date

Date Adopted: March 15, 2005



HORRY COUNTY
EMPLOYMENT GUIDELINES

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David Todd
Signature

David Todd
Printed Name

Employee # 3141

12-11-08
Date

Date Adopted: November 19, 2008

HORRY COUNTY

EMPLOYMENT GUIDELINES

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David Todd
Signature

David Todd
Printed Name

26 Sept 12
Date

Date Adopted: August 21, 2012
Effective Date: October 1, 2012

HORRY COUNTY

EMPLOYMENT GUIDELINES

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Signature

David Todd

Printed Name

8-19-15

Date

Revised: June 16, 2015

Date Adopted: August 21, 2012

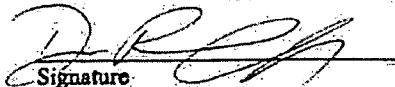
Effective Date: July 1, 2015

HORRY COUNTY
EMPLOYMENT GUIDELINES

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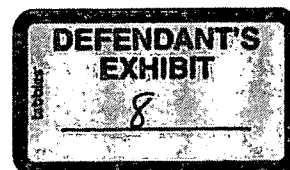
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Signature

Dennis R. Gibbins, Jr.
Printed Name

5-3-05
Date

Date Adopted: March 15, 2005

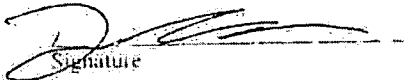


HORRY COUNTY
EMPLOYMENT GUIDELINES

DISCLAIMER

ALL EMPLOYEES OF HORRY COUNTY ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY REASON. NOTHING IN ANY OF HORRY COUNTY'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING, 2) THE DOCUMENT IS LABELED "CONTRACT," 3) THE DOCUMENT STATES THE DURATION OF EMPLOYMENT, AND 4) THE DOCUMENT IS SIGNED BY THE COUNTY ADMINISTRATOR.

I acknowledge receipt of Horry County's Employment Guidelines and Procedures AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.


Signature

Dennis Gibbins
Printed Name

Employee # 693

12/15/08
Date

Date Adopted: November 19, 2008

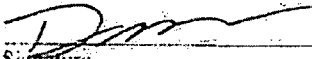
HORRY COUNTY

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I ACKNOWLEDGE RECEIPT OF HORRY COUNTY'S EMPLOYMENT GUIDELINES AND PROCEDURES AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.


Signature

Dennis R. Gibbons
Printed Name

9/23/12
Date

Date Adopted: August 21, 2012
Effective Date: October 1, 2012

HORRY COUNTY GOVERNMENT
STATEMENT OF WAGES

Name of Employee: Anthony Mottola Employee #: _____

Reason for Notice: Promotion & Salary Increase

Effective Date: 07/27/2013

Department: HCFR

Grade: 19

Job Title: Fire Lieutenant

Class Code: 2009

FLSA Status: Exempt Non-Exempt

Employment Status: Full Time Part Time Temporary

Cycle: A B C D E F G H

Hours of Work: Less than 35 hours More than 35 hours

Method: Wages \$ _____/hour Salary \$43,243.73/annually

Pay Period: Bi-Weekly other

Payment Place: Horry County Government Payment Time: Friday 8:00 am

In addition to applicable taxes and FICA, deductions to be made from wages include payments for insurance programs, employment expenses, garnishment of wages, etc. In the event that uniforms, tools or equipment are issued to the employee, and any of said items are not returned by employee upon separation from employment, a deduction for the cost of said item(s) will be made from employee's final paycheck.

WAIVER OF WAGES
HORRY COUNTY GOVERNMENT RESERVES THE RIGHT TO DEDUCT FROM YOUR WAGES FOR ANY DEBT THAT YOU HAVE INCURRED AGAINST THIS ORGANIZATION ON YOUR BEHALF.

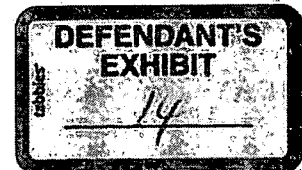
I understand the terms of my employment.

8/1/13
DATE

Anthony Mottola
EMPLOYEE'S SIGNATURE

08/01/2013
DATE

Catherine Budgett
HUMAN RESOURCES REPRESENTATIVE



Certificate of Appellant

The undersigned here certifies, in accord with Rule 210(g), SCACR that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

By: 
J. Paul Porter (S.C. Bar No. 100723)
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Attorneys for Appellant

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JUL 27 2017

SC Court of Appeals