Introduced June 6, 2011
Public Hearing June 20, 2011
Council Action July 5, 2011
Executive Action July 12, 2011
Effective Date Sept. 11, 2011

County Council Of Howard County, Maryland

2011 Legislative Session — Legislative Day No. 7

Bill No. 35 -2011

Introduced by: The Chairperson at the request of the County Executive

AN ACT pursuant to Section 1.111(e) of the Howard County Code and Section 612 of the Howard County Charter, approving provisions in a collective bargaining agreement between Howard County and the FOP Lodge 143, Howard County Police Supervisor's Alliance that are in conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the Employee Manual; approving a multi-year collective bargaining agreement between Howard County and the FOP Lodge 143, Howard County Police Supervisor's Alliance that will be effective through the end of Fiscal Year 2013 and that includes payment of certain compensation in Fiscal Year 2013; and providing for the application of this Act.

Introduced and read first time June 6, 2011. Ordered posted and hearing scheduled.

By order Stephen M LeGendre
Stephen LeGendre, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on June 20, 2011.

By order Stephen M LeGendre
Stephen LeGendre, Administrator

This Bill was read the third time on July 5, 2011 and Passed ✓, Passed with amendments _____, Failed _____.

By order Stephen M LeGendre
Stephen LeGendre, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 7th day of July, 2011 at 2:00 ~~a.m.~~/p.m.

By order Stephen M LeGendre
Stephen LeGendre, Administrator

Approved/Vetoed by the County Executive July 12, 2011

Ken Ulman, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN ALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment.

WHEREAS, the FOP Lodge 143, Howard County Police Supervisor's Alliance ("Lodge 143") and the County have reached agreement through an Agreement, attached as Exhibit A, to be effective July 1, 2011 through June 30, 2013; and

WHEREAS, in accordance with Section 1.111(e) of the Howard County Code, the County Executive is required to submit to the County Council for its approval all provisions in collective bargaining agreements that are in conflict with Title 1 "Human Resources" of the Howard County Code or the Employee Manual; and

WHEREAS, the members of Lodge 143 have ratified the Agreement, and the Agreement includes provisions that are in conflict with Title 1 of the County Code or the Employee Manual; and

WHEREAS, the Agreement includes the amount of compensation to be paid to members of Lodge 143 during Fiscal Year 2013 (July 1, 2012 to June 30, 2013); and

WHEREAS, the Agreement requires the payment by the County of funds from an appropriation in a later fiscal year and therefore is subject to the multi-year provisions of Section 612 of the Howard County Charter that requires Council approval of the Agreement.

NOW, THEREFORE,

Section 1. Be It Enacted *by the County Council of Howard County, Maryland that in accordance with Section 612 of the Howard County Charter, it approves the terms of the Agreement between Howard County and the FOP Lodge 143, Howard County Police Supervisor's Alliance, which shall be in substantially the same form as Exhibit A attached to this Act.*

Section 2. And Be It Further Enacted *by the County Council of Howard County, Maryland that the County Council hereby endorses and ratifies the County Executive's signature and execution of the Agreement, which shall be in substantially the same form as Exhibit A attached to this Act, for such term in the name of and on behalf of the County.*

Section 3. And Be It Further Enacted *by the County Council of Howard County, Maryland that, in regard to the Agreement between Howard County and the FOP Lodge 143, Howard County Police Supervisor's Alliance, the County Council approves the attached Conflicting Provisions, listed in Exhibit B as attached to this Act and incorporated herein, that are in conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the Employee Manual.*

Section 4. And Be It Further Enacted *by the County Council of Howard County, Maryland that the provisions of this Act shall apply beginning with the first pay date after July 1, 2011.*

Section 5. And Be It Further Enacted *by the County Council of Howard County, Maryland that, in accordance with Section 612 of the Howard County Charter, Section 1 and Section 2 of this Act shall be effective immediately upon its enactment.*

Section 6. And Be It Further Enacted *by the County Council of Howard County, Maryland that, subject to Section 5, this Act shall become effective 61 days after its enactment.*

Exhibit A

AGREEMENT

BETWEEN

HOWARD COUNTY, MARYLAND

AND

FOP LODGE 143, HOWARD COUNTY POLICE SUPERVISOR'S ALLIANCE

EFFECTIVE:

July 1, 2011 - June 30, 2013

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PREAMBLE

This AGREEMENT, made this 1st day of July 2011, between Howard County, Maryland, hereinafter referred to as the "County", and Howard County Police Supervisors' Alliance, hereinafter referred to, as the "Union," shall be effective as of July 1, 2011.

WHEREAS, the County and the Union, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION

Section 1.1. - Recognition.

The County recognizes the Union as the exclusive representative of certain employees, as defined in Section 1.2(a) of this Article, for the purpose of negotiating collectively with the County pursuant to Title I, Section 1.600 of the Howard County Code, with respect to wages, hours, and other terms and conditions of employment.

Section 1.2. - Unit Description.

(a) The unit shall consist of all classified positions held by sergeants. The unit will include only the following job class titles:

2121 Police Sergeant

(b) Re-titled Classifications. In the event that any of the above listed classifications are re-titled without any change in job duties, such classification shall be included in Section 1.2(a).

(c) New Classifications. In the event that any new classifications are created which fall within the first sentence of the unit description in Section 1.2(a) of this Article, the inclusion or exclusion of the new classifications shall be subject to the mutual agreement of the County and the Union. In the event the County and the Union are unable to agree on the inclusion or exclusion of a classification, either party may submit the issue to arbitration. The County and the Union shall attempt to select a mutually acceptable arbitrator within 10 working days; if no arbitrator is selected, the party seeking arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. In reaching a decision, the arbitrator shall be guided by the standards used by the National Labor Relations Board in similar cases. The decision of the arbitrator shall be final and binding. The cost of the arbitration shall be borne equally by the County and the Union, except the costs incurred in presenting or defending the case to the arbitrator shall be borne by the side incurring the expense.

Section 1.3. - Probationary Employees.

(a) All newly promoted employees covered by this agreement shall serve a probationary period of 12 months. The County may, during such probationary period, in its sole discretion, demote or transfer such employees and no grievance shall be filed or claimed by such employees or on behalf of any of them by the Union for or on account of any such action of the County during said period. Grievances may be filed by probationary employees on issues other than those listed above.

(b) The Chief of Police may extend the probationary period up to an additional 6 months for medical reasons, military service, or other just cause when an employee is unable to perform his/her role as a police sergeant for thirty days or more during the initial probationary period.

(c) In the event of an extension of the probationary period, at the end of such extension and upon receiving a satisfactory performance evaluation, the employee shall receive the appropriate step increase that will place that employee at the same level as their peers as though there has been no extension of the probationary period.

(d) The Chief of Police shall not extend the probationary period for performance reasons.

ARTICLE 2 - AUTHORIZED DUES AND SERVICE FEES DEDUCTIONS

(a) No employee is required to join or not join the Union. The County agrees to deduct from the earnings of each employee, who chooses to join the Union and who has properly authorized such deductions in writing by a proper authorization card duly executed, membership dues to be remitted to the Union as indicated below. The Union shall provide each employee, executing an authorization card a copy of such card clearly indicating that such authorization shall be irrevocable for the period of one year and shall be automatically renewable from year to year thereafter, unless written notice of termination by the employee is given to the County at least 30 days prior to the anniversary date of the authorization.

(b) Any employee promoted to sergeant on or after July 1, 2005 who elects not to become a member of the Union or who terminates membership in the Union will be required to pay a service fee in lieu of Union dues as a condition of employment or continued employment. The amount of the service fee shall not exceed the amount of the then current Union dues. The service fee shall be used exclusively by the Union to defray the costs incurred by the Union in the negotiation, administration, and implementation of the terms of this Agreement, including the representation of employees in the processing of grievances, in the defense of disciplinary actions, in the protection and improvement of merit system rights, in any and all of the proceedings and matters or other purposes lawfully permitted for which the Union has been certified as the employee's exclusive representative. No portion of the service fee shall be used for political purposes.

(c) The periodic dues or service fees deducted during any pay period from the pay of the employees pursuant to this Article shall be remitted to the Union within seven calendar days following each payroll deduction. Payroll deductions for Union dues and service fees will begin on the first possible payroll following the receipt of the signed Authorization Cards by the County Office of Personnel but in no case, later than three weeks following that receipt. Separate accounts will be maintained by the County for Union dues and service fees.

(d) The designation of dues deductions or service fees pursuant to this Article shall be made on a form supplied to the employees by the Union, which has been approved by the County.

(e) The County will not deduct the Union's dues or service fees when an employee's net pay for the pay period involved is insufficient to cover the dues or service fees after other legal deductions have been made.

(f) The amount of the dues or service fees deducted will remain the same until the Union certifies in writing to the County, over the signature of an authorized officer of the Union, that such fees have been lawfully changed and what the new deduction will be each pay period. The County shall be notified at least one month in advance of the effective date of such a change.

ARTICLE 3 - RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES

Section 3.1. - Selection of Representatives.

Union employee representatives shall be selected in any manner determined by the Union from among those actively employed by the County. The Union shall furnish the Chief of Police with a roster of lodge officers and shop stewards; the Union will keep the Chief of Police informed in writing of any changes regarding these Union representatives.

Section 3.2. - Non-Discrimination.

The County and the Union shall not discriminate against any employee because of race, sex, creed, religion, color, age, national origin, physical or mental handicap, occupation, marital status, political opinion, sexual orientation, personal appearance, affiliation, association or non-association, or his membership or non-membership in the Union as it relates to the enforcement and administration of this Agreement.

Section 3.3. - Individual Representation.

Employees have the right to represent themselves individually, or designate their personal representatives, in their employment relations with the County. Notwithstanding any other provision in this Agreement, an individual employee may present a grievance at any time to the County without the intervention of the Union, provided that the Union is advised in advance of said grievance and is notified of the specific disposition of the matter, and provided further that any adjustment made shall not be inconsistent with the terms of this Agreement.

Section 3.4. - *Union Visitation.*

With permission of the Chief or his/her designee, representatives of the International Union of Police Associations shall have reasonable access to the County premises for the purpose of conferring with a shop steward while investigating a grievance. Such permission shall not be unreasonably withheld by the County.

Section 3.5. - Union Representation.

(a) Presuming there will be no abuse; the County agrees to hear grievances filed by the Union on behalf of an employee, pursuant to a provision of this Agreement, during normal work hours. Only one Union representative employed by the County shall be permitted to attend these hearings at Steps 1 and 2, as set forth in Article 16 of this Agreement on a paid basis.

(b) Presuming there will be no abuse, two Union representatives employed by the County, to include the Union President, shall be permitted to attend grievance hearings at Step 3 and above on a paid basis if held during their regular work hours.

(c) Two Union representatives employed by the County shall be permitted to attend hearings before the Personnel Board on a paid basis if the hearings are held during their regular working hours.

(d) The County reserves the right, at its option and after five days' notice to the Union, to schedule grievances during non-working hours.

Section 3.6. - Consultation Rights.

Except in emergency situations, drafts of all new or revised General Orders will be provided to the President who will have the same time as senior management to respond. Any comments from the Union will be considered before a final order is issued. There will be no obligation on the Chief's part to reach an agreement with the Union prior to implementing the change and the Union agrees that the final decision, with respect to implementation, will be left to the Chief.

Section 3.7. - Use of E-mail and Mail Systems.

The Union shall have use of the County e-mail and Departmental inter-office mail system for distribution of Union materials. However, Departmental clerical staff shall not be used to place Union material in individual mailboxes.

Section 3.8. Union Briefings.

(a) With prior approval of the appropriate Deputy Chief or designee, the Union will be permitted to make presentations, of reasonable length, to departmental personnel.

(b) Notification: The County will provide the Union with the following information:

1. The names, classification and assignment of all bargaining unit employees one time per year between July 1st and September 1st.

2. The names, classification and assignment of any bargaining unit employee who is demoted, terminated, retired or newly hired. This information shall be transmitted to the Union President within 30 days of the personnel action.

Section 3.9. Labor Management Committee.

(a) The County and the Union agree to establish a Labor-Management Committee to promote effective communications and Labor Relations throughout the contract period. The committee will consist of representatives designated by the Chief of Police and representatives designated by the Union President, with a maximum of four each.

(b) The committee will meet as requested by either party at an agreeable time to discuss any and all topics, which may affect bargaining unit members.

(c) Either Management or Labor may request a Sub-Committee on topics brought before the Committee.

(d) Attendance of bargaining unit members at meetings of the Labor-Management Committee will be handled as follows:

1. Members scheduled to work on the day of a meeting will have their schedules adjusted to allow attendance during duty time.

2. Members scheduled to work night shift the day prior to a scheduled meeting will have their schedules adjusted to allow attendance.

3. Members whose regular day off coincides with a scheduled committee meeting will not receive a schedule adjustment or compensation for their attendance.

(e) Committee recommendations presented to the Chief will be considered as advisory.

(f) Upon mutual agreement of the parties involved, both Labor Management Committees (Lodge 143 and HCPSA) may hold joint session as agreed upon.

Section 3.10. AVL.

The County and Union agree not to use AVL data as the sole reason for disciplinary investigations or actions. Any use of historical AVL data for disciplinary use must be approved by the Chief of Police or a Deputy Chief of Police. Note: There will be no restrictions on the use of AVL for criminal investigations.

ARTICLE 4 - MANAGEMENT RIGHTS

(a) The County shall retain the exclusive right and authority, at its discretion, to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the County in all aspects including, but not limited to, all rights and authority held by the County prior to the signing of this Agreement (including that provided by State law, County Charter, County Code, Rule or Regulation), except where abridged by an express provision of this Agreement.

(b) The Union recognizes that the following rights, which are in no way wholly inclusive, belong to the County exclusively except where abridged by an express provision of this Agreement:

1. To determine the purposes and objectives of each of the County's constituent offices and departments.

2. To set standards of services to be offered to the public.

3. To determine the methods, means, personnel, and other resources by which the County's operations are to be conducted.

4. To exercise control and discretion over its organization and operations.

5. To direct its employees.

6. To hire, promote, transfer, assign, or retain employees.

7. To establish work rules.

8. To demote, suspend, discharge or take any other appropriate disciplinary action against its employees for just cause and in accordance with the County Charter, the Maryland State Law Enforcement Officers Bill of Rights, and other applicable laws.

9. To relieve its employees from duty because of lack of work or other legitimate reasons.

10. To determine the mission, budget, organization, number of employees, number, type and grade of employees assigned, the work project, tour of duty, methods, processes by which such work has to be performed, technology needed, internal security practices, and relocation of facilities.

11. To determine the qualifications of employees for appointment, promotion, step increases, etc., and to set standards of performance, appearance and conduct.

12. To judge skill, ability, and physical fitness, and to create, eliminate, or consolidate job classifications, departments or operations.

13. To control and regulate the use of all equipment and other property of the County.

14. To set and change work hours.

ARTICLE 5 - HOURS OF WORK

Barring an emergency affecting police services in the County, the duty schedule set forth in this section shall remain in effect for the duration of this Agreement.

Section 5.1. - Regular Work Period.

(a) The regular work period for day shift employees in the Patrol Division shall consist of a tour of duty of 84 hours in a 14-day period.

(b) The regular work period for night shift employees in the Patrol Division shall consist of a tour of duty of 72 hours in a 12-day period.

(c) Employees assigned to Communications shall follow the work schedule determined by the Department for the Communications Division.

(d) The regular work period for all other employees shall continue to consist of a tour of duty of 160 hours in a 28-day period.

(e) "Tour of duty" means the time during which an employee is considered to be on duty for purposes of determining compensable hours.

Section 5.2. - Work Schedule.

(a) All employees assigned to patrol functions within the Patrol Division shall continue to be assigned to work a schedule consistent with the patrol schedule that applies to IUPA Local 86 members.

(b) The workday shall include a paid meal period.

(c) Personal copies of the 12-month schedule shall be distributed in lieu of posted schedules.

(d) Work schedules may continue to be temporarily adjusted in order to meet the operational needs of the Department. Departmental Memorandum 92-02 of 3/17/92 constitutes department policy regarding temporary schedule changes.

(e) An employee will be given ten (10) days notice of any permanent change in his/her work schedule except that the ten (10) days notice may be waived when mutually agreed upon by the chief of police or designee and the affected member with notification made to the union.

ARTICLE 6 – LAYOFFS

Section 6.1. – Layoffs.

During FY2012 and FY2013, no bargaining unit member shall be subject to layoff.

Section 6.2. – Furloughs.

During FY2012 and FY2013, no bargaining unit member shall be subject to an unpaid furlough.

ARTICLE 7 - COMPENSATION

Section 7.1. – Wage Adjustments.

(a) The salary scales for fiscal years 2012 and 2013 are provided in Exhibit A, 1 through 4. Based upon the operating budget approved by the County Council, and subject to the provisions of subsection (b) of this section, Exhibit A shall take effect on July 1, 2011 except as amended.

(b) All changes in pay rates, including adjustments to the salary scale, step increments, longevity, etc. shall be effective beginning the first day of the pay period during which the effective date of the change occurs.

(c) If a change in the job status of an employee results in a pay increase, the increase will be effective on the first day of the pay period following the change.

(d) Pay rates shall be adjusted on the first day of the pay period during which the effective date of the rate change occurs.

(e) Effective with the first pay date subsequent to July 1st, employees will be paid in accordance with the wage scale attached as Exhibit A.

(f) Paychecks: Employees will be paid for their regular hours in equal bi-weekly paychecks.

(g) Effective January 1, 2013, each member shall receive a 2% cost of living adjustment contingent on paragraph h.

(h) Should the County General Fund Property and Income Tax revenues increase by more than 4% and no significant increases in State Required funding equal to .75% of these revenues in the approved Howard County FY 2012 General Fund budget be imposed on the County, the Union may request to reopen the contract. This request shall be made in writing not later than January 1, 2012. At the same time should these same revenues fail to increase by more than 2% from FY 2012 budgeted levels; or the State imposes additional funding requirements equal to 1% or more of these revenues in the FY 2012 approved General Fund Budget, the

county may request to reopen the contract. This request shall be made in writing no later than January 1, 2012.

Section 7.2. - Longevity Increments.

(a) Employees who complete 15 years, 16 years 17 years, 18 years (effective July 1, 2012) and 20 years of Howard County service respectively, shall be entitled to receive a 3.25% longevity adjustment to their existing base salary. 3.25% shall be awarded at the conclusion of each year based upon the attached pay scales.

(b) The longevity increments will be added to the base annual pay and shall be paid in equal installments throughout the year as part of the employee's regular pay, beginning the first pay period after the employee's completion of the requisite years of service.

Section 7.3. - Annual Step Increments.

(a) Employees will move through the pay scale based on the completion of creditable months of service.

(b) Before moving from one increment to the next, all employees must meet the standards of satisfactory performance established by the Chief of Police.

(c) To receive a merit increase, all employees must meet the standards for satisfactory performance established by the Chief of Police.

Section 7.4. - Pay Rate Adjustments.

Pay rates shall be adjusted beginning with the first day of the pay period in which the date of change occurs.

Section 7.5. - XL Compensation.

Employees assigned to work in Patrol on the 12-hour patrol schedule or in the Communications Division shall be compensated on a time and one-half (1½) basis for hours in excess of 40 hours per week up to 42 hours per week on average via overtime pay Total hours will not exceed 156 hours.

ARTICLE 8 - PREMIUM PAY

Section 8.1. – Overtime/Compensatory Time.

(a) Day shift employees in the Patrol Division of the Operations Command shall be paid overtime at time and one-half their regular hourly rate of pay for all hours worked in excess of 84 hours during each 14 day period.

(b) Night shift employees in the Patrol Division of the Operations Command shall be paid overtime at time and one-half their regular hourly rate of pay for all hours worked in excess of 72 hours during each 12 day period.

(c) All other employees shall be paid overtime at time and one-half their regular hourly rate of pay for all hours worked in excess of 160 during each 28-day period.

(d) For purposes of computing overtime, paid leave is included in time worked.

(e) If an overtime assignment is posted as a "supervisory assignment", overtime will be offered to members of this bargaining unit. The County agrees to post the available overtime via email. If the assignment is not filled by a member of this bargaining unit, by the deadline contained in the posting for supervisory response, the assignment can then be opened to employees outside of this bargaining unit.

(f) Compensatory time:

1. Employees have the option to receive overtime compensation in the form of compensatory time off with pay at the rate of time-and-one-half the amount of time worked in an overtime status in lieu of paid overtime.

2. The option to earn compensatory time in lieu of paid overtime will be exercised by completing the "compensatory time" portion at the time an overtime slip is submitted.

3. An employee of this unit may accrue at any given time up to a total of 360 hours of unused compensatory time and carry over this amount from one year to another.

4. Scheduling the use of compensatory time shall be undertaken pursuant to the policies and procedures of the Police Department. The use of compensatory time may be taken in increments of one hour or more.

5. Upon termination of employment for any reason, any unused accrued compensatory time will be paid out at the employee's regular hourly rate of pay.

Section 8.2. - Shift Differential.

(a) Employees who work a shift beginning between 1300 hours and 1759 hours will receive a shift differential of five percent (5%) per hour until December 31, 2011. Effective January 1, 2012, employees who work a shift beginning between 1300 hours and 1759 hours will receive a shift differential of three percent (3%) per hour.

(b) Employees who work a shift beginning between 1800 hours and 0200 hours will receive a shift differential of 8.3% per hour until December 31, 2011 Effective

January 1, 2012, employees who work a shift beginning between 1800 hours and 0200 hours will receive a shift differential of 6% per hour.

(c) Employees who are assigned to the Permanent Night Shift in the Patrol Division will receive a shift differential of 8.3% when assigned to Court, MVA, hearings, and training until December 31, 2011. Effective January 1, 2012, employees who are assigned to the Permanent Night Shift in the Patrol Division will receive a shift differential of 6% when assigned to Court, MVA, hearings, and training (Note: When attending training extending beyond five (5) days (i.e., K-9, Polygraph, etc.) the 6% differential will not apply.

(d) Effective January 1, 2012, each step of the pay scale will be increased 2% as a Shift Differential Savings Adjustment.

Note: The intent of subparagraph (c) is that Night Shift Patrol Sergeants will not be compensated the shift differential for working voluntary day shift assignments.

Section 8.3. - Call-in-Pay.

(a) Employees called into work outside their regular shift shall receive a minimum of four hours pay at time and one-half. Pay shall start when they call in service and begin their response to the location/call.

(b) Off-Duty employees who are contacted by a supervisor or are requested by a supervisor to contact another designee; and do not directly respond to the scene; and that contact is then made or attempted; and the employee spends a minimum of 30 minutes attempting to resolve the issue; the employee shall receive a minimum of one hour of pay at time and one-half. If the employee exceeds more than the minimum time allotted they shall receive compensation at time and one half equal to the time spent resolving the issue.

1. Routine informational calls, such as: informing an officer that a suspect has been arrested; inquiring on the whereabouts of a case file; searching for a police report; or a clarification question requiring less than 30 minutes to resolve are excluded.

2. In order to qualify for this pay, the employees must receive approval from a supervisor to handle the issue over the phone.

Section 8.4. - Court Time.

(a) When a Sergeant is required to attend a work related court, a work related MVA hearing, or summoned to a location to give a work related deposition on his/her non-scheduled working hours, compensation will be at a minimum of three hours at the overtime rate.

(b) When a Sergeant is required to report to a work related afternoon court, a work related MVA hearing, or summoned to a location to give a work related

deposition on a regularly scheduled workday and who are required to start their shift less than three hours after the start of the court/hearing/deposition, will be compensated at the overtime rate starting at the required court/hearing/deposition time until the beginning of their scheduled shift.

(c) When a Sergeant is required to meet with the State's Attorney's Office or the U.S. Attorney's Office outside of their work hours, and such meeting has been pre-approved by the Chief of Police or his/her designee, the officer shall be compensated for a minimum of three hours at the overtime rate. In the event that this court preparation minimum time overlaps with a scheduled court time, only one minimum will apply.

Section 8.5. - Temporary Duty Pay.

(a) Employees who are temporarily assigned to perform the full responsibilities of a job classification title in a higher pay grade than their regular job classification title shall be paid for all hours worked in such higher pay grade at either seven percent (7%) above their regular rate of pay or the minimum rate for the higher pay grade. Sergeants who are performing in a higher job classification for seven consecutive working days will be paid at the higher rate of pay beginning the first day in that assignment. Temporary duty pay comes in line with the pay scale. The higher rate will be seven percent (7%).

(b) The above provisions shall apply provided the Personnel Officer has determined that all of the following conditions are satisfied:

1. The position to be filled temporarily is an authorized budgeted position.

2. There is no incumbent in the position or the incumbent is absent from duty.

3. The assigned employee is listed on a current qualifying register for the classification or, if no qualifying register exists, meets the minimum qualifications for the classification unless, in the sole discretion of the Deputy Chief of Police, a particular situation warrants that the assignment be made without respect to the minimum qualifications for the higher position.

4. The assigned employee is able to perform all the normal duties expected of a person occupying that position.

5. An employee assigned to a temporary acting position will retain all bargaining unit rights and benefits.

Section 8.6. - Holiday Pay.

(a) Employees who are required to work the night shift beginning on Christmas Eve or the day or night shift on Christmas Day will be paid at a rate of one and one-half times their regular hourly rate of pay.

(b) Employees who are required to work the day or night shift on Thanksgiving Day will be paid at a rate of one and one-half times their regular hourly rate of pay.

(c) Employees who are utilizing annual, compensatory or personal leave on either Christmas Day or Thanksgiving Day and who are called in to work will be paid in accordance with section 8.1 or 8.3 and will be re-credited with the number of hours actually worked, not to exceed the amount of leave taken.

(d) Employees who are scheduled to work on the fourth of July will be paid at a rate of one and one-half times their regular hourly rate of pay.

(e) Employees who are specifically scheduled to work the fourth of July Celebration, who are not regularly scheduled to work that day will be paid at a rate of one and one-half times their hourly rate of pay.

Section 8.7. - Clothing and Uniform Allowance.

(a) The County will provide a clothing allowance in the amount of three hundred and fifty dollars ($350) quarterly for full-time plainclothes employees who are normally required to wear business attire, three hundred dollars ($300) quarterly for other full-time plainclothes employees and one hundred and fifty dollars ($150) quarterly for part-time plainclothes employees.

(b) The County will continue to provide uniforms to designated personnel in accordance with department regulations.

(c) The County will also continue its present policy of providing cleaning services for employees up to a maximum of thirty dollars ($30) per month at the service vendor selected by the County.

(d) Employees assigned to a light duty assignment by virtue of a medical condition, illness or injury will be eligible to receive a cleaning allowance for civilian clothes worn during the period of light duty.

(e) Any employee who normally receives a clothing allowance and who is placed in a light duty status due to a medical condition, illness or injury, shall continue to receive their normal clothing allowance.

(f) At the employee's option a utility uniform, if available, will be issued by the department for the use and wear by the employee while the employee is working a light duty assignment.

Section 8.8. - No Duplication or Pyramiding of Premium Pay.

There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this article shall be applicable to any time worked by an employee, the employee shall be paid for such time at the highest rate specified in any one applicable section, but the employee shall not be entitled to additional pay for such time under any other section.

Section 8.9. - Specialty Pay.

(a) Employees who are assigned to the following positions will be entitled to specialty pay at the following rates:

1. $1,100 annually to employees not assigned to Patrol or Communications.

2. Employees will be paid $3,000 annually when they have tested fluent in Spanish, Korean or Chinese languages designated by the Chief of Police and provide translation services for Department business. The criteria for fluency as determined by the Chief of Police will be predicated on a state, regional or national evaluation instrument or a standard developed by an institution of higher education.

3. Employees will be paid $1,100 annually when they have tested fluent in any language not listed above designated by the Chief of Police and provide translation services for Department business. The criteria for fluency as determined by the Chief of Police will be predicated on a state, regional or national evaluation instrument or a standard developed by an institution of higher education.

4. $1,100 annually to employees who are FAA certified as a Private Pilot for Rotary Aircraft, and who are assigned to the Aviation Program as a Pilot-in-Command or Pilot-in-Training.

5. $825 annually to employees assigned as Hostage Negotiators.

6. $550 annually to employees assigned to Project Lifesaver or to the Aviation Program as Observers.

7. $220 annually to employees assigned to the Department's Honor Guard, Emergency Services Unit (ESU), Intoximeter Operators and Command Post Operators.

(b) Specialty pay can be pyramided. Employees who qualify for more than one specialty pay will receive all specialty pay available to the employee.

(c) The Chief may, at his discretion, create additional Specialty Pay categories at any rate. The Chief may also increase any existing specialty pay category amount at his discretion.

Section 8.10. - Detail Pay.

Officers who are assigned to a detail of at least fifteen (15) minutes but less than three hours during off-duty hours will receive a minimum of three hours of pay or compensatory time at the overtime rate when the assignment is approved in advance. This section does not apply to any assignment contiguous to the officer's regular schedule.

Section 8.11. - Meal Allowance.

An employee shall receive a meal allowance for actual costs not to exceed $12.00 (inclusive of taxes and tips) when the employee is required to work four or more hours beyond their regular shift and the County Executive or Chief of Police has declared an emergency related to an unforeseen event or an event requiring critical action. The employee must provide a receipt for such expenses before payment is made. If the meals are otherwise provided by the County, this provision will not apply.

Section 8.12. - County Closing.

(a) Some unit members will be required to work during an emergency, which is defined as an unforeseen event or an event requiring critical action that results in the closing of County offices for normal business operations.

1. If this occurs, the County Executive or Chief Administrative Officer shall declare, in writing, the date and time the emergency began and ended.

2. The declaration:

a. shall be only for the purpose of application of this section; and

b. may be made retroactive or prospective.

(b) An employee who is required to work during an event under subsection (a) of this section shall be paid time and one-half for all hours worked during the event.

(c) Work under this section may potentially be performed outside of normal business hours.

1. If the decision to close County offices is made after the event has begun, the declaration under subsection (a) of this section may be made retroactive, and hours worked either before or after normal business hours shall be paid in accordance with subsection (b) of this section.

2. If County offices are closed for business, all hours worked during the closure shall be paid in accordance with subsection (b) of this section.

ARTICLE 9 - SECONDARY EMPLOYMENT

An employee may work in approved secondary employment, to include private security in and out of Howard County; consistent with guidelines included in General Order ADM-7, with an

effective date of February 14, 2003. The Department will discuss with the Union, prior to discussing with secondary employers, the establishment or amendment of pay rates for secondary employment in uniform.

ARTICLE 10 - LEAVE BENEFITS

Employees shall be entitled to the following types of leave, as provided in and under the conditions set forth in the Howard County Code:

Section 10.1. - Holidays.

(a) All employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
The Fourth of July	Christmas Day

(b) Employees shall be credited eight hours of annual leave (unless otherwise specified), for each legal holiday set forth in this section. In order to obtain this eight hours of leave, Employees must remain on active status as an employee of the County through the day on which the holiday is observed by the County. When on leave for legal holidays set forth in this section, employees may elect to take annual leave, compensatory leave, or personal leave.

(c) If Thanksgiving Day, Christmas Day, or the Fourth of July holiday falls on a normally scheduled work day, all Employees except those permanently assigned to the Communications Division, Patrol/K-9 must take a day of annual leave, compensatory leave, or personal leave for each of those days.

(d) Employees who are permanently assigned to the Communications Division, Patrol/K-9, and who are scheduled and required to work dayshift or nightshift on Thanksgiving and/or Christmas day, will be credited a minimum of eight hours of annual leave for each holiday plus any additional hours worked during the particular shift.

(e) Employees who are permanently assigned to the Communications Division, Patrol/K-9, and who are scheduled and required to work nightshift on Christmas Eve will be credited the number of hours of annual leave they were required to work.

(f) Fourth of July Holiday

1. Employees assigned to Communication Division, Patrol/K-9, and normally scheduled and assigned to work on the Fourth of July holiday as recognized

by the County, will be credited the number of hours of annual leave equal to the number of hours they were required to work.

2. Employees assigned to the Communications Division, Patrol/K-9, and on regular leave on the Fourth of July holiday as recognized by the County who are required to work overtime on the Fourth of July holiday as recognized by the County, will be credited a minimum of eight hours of annual leave plus any work hours extended beyond an eight hour shift.

3. Employees assigned to other than the Communications Division, Patrol/K-9, (i.e. CIB, Youth Division, Traffic Management Division) who are required to work overtime on the Fourth of July holiday as recognized by the County, will be credited a minimum of eight hours of annual leave plus any work hours extended beyond an eight hour shift.

4. If the County recognized holiday falls on a day other than the actual 4th of July (i.e. July 3rd), anyone who did not receive the enhanced leave benefit on that date and works on the actual day of July 4th, will be credited annual leave equal to the number of hours they work in excess of (8) hours.

*Note: the intent of this provision is to fairly compensate those required to work on July 4th when the County recognized holiday falls on a day other than the 4th. It is not intended to allow the enhanced benefit to be accrued on both dates if the employee works both dates.

Section 10.2. – Annual Leave.

(a) After six continuous months of service, all employees shall be entitled to use paid annual leave earned in accordance with the following schedule and prorated on a monthly basis:

CONTINUOUS SERVICE	VACATION ACCRUAL
Appointment through 5th year	13 days per year
6th year through 10th year	16 days per year
11th year through 18th year	20 days per year
19th year through 25th year	22 days per year
26th year and above	24 days per year

(b) Employees may carry over no more than 524 hours of annual leave from one Fiscal Year to the next except that when an employee is required to forego the use of annual leave because of emergency work, the Chief Administrative Officer may, upon the recommendation of the Chief of Police, permit an employee to carry over a maximum of 120 additional hours of annual leave.

(c) All employees must use a minimum of 40 hours of annual leave during each Fiscal Year.

(d) All use of annual leave requires prior supervisory approval. Written requests for scheduling leave should be submitted in accordance with departmental procedures

as far in advance as possible. Approval will be based on staffing needs and seniority, where practical.

(e) Upon termination of employment for any reason, employees with six or more months of continuous service shall be paid any accumulated annual leave credits minus one day's pay for each day the employee fails to have given the County 10 days' minimum notice.

Section 10.3. - Personal Leave.

(a) Employees shall receive six personal leave days each calendar year.

(b) Employees hired after April 30th of the calendar year shall receive four personal leave days for that year.

(c) Employees hired after August 31st of the calendar year shall receive two personal leave days for the year.

(d) Employees hired after November 30th of the calendar year shall not receive any personal leave for that year.

(e) Personal leave must be taken during the calendar year in which it is granted upon prior approval of the immediate supervisor and may not be carried over from year to year.

Section 10.4. - Disability Leave.

(a) Accrual - Disability leave is accrued at the equivalent of one day per month.

(b) Authorization - When an employee requests disability leave, he/she shall be required to notify his/her immediate supervisor or, if not available, the duty officer, of the illness or incapacity before the start of the employee's shift on the first day of illness or incapacity and the probable date of return to work.

(c) Limitations - Disability leave may be used for the incapacitating illness of an employee, the employee's spouse or the employee's minor child residing in the employee's household.

(d) Disability leave may be taken in periods of one half (1/2) hour or more.

(e) Disability leave absences equal to one workweek or more will be counted as Family and Medical Leave and the County will so notify the employee. (Exhibit B - Family and Medical Leave Eligibility/Entitlement.)

(f) When an employee uses disability leave in excess of three or more consecutive days, upon return to work, he/she must submit a certificate to their supervisor from the treating physician or licensed practitioner, which describes the dates of treatment, and a release to return to work outlining any applicable work

restrictions. Failure to provide the documentation required by the County may result in a denial of paid leave. If disability leave abuse is suspected, the employee may be notified that a doctor's certificate will be required for future absences of less than three days. If the leave extends beyond a week, then the employee must provide a certification of the health care provider on a form supplied by the County. Failure to notify the supervisor of illness, or the abuse of disability leave, will be considered sufficient cause for disciplinary action.

(g) Fathers may use up to three days of disability leave related to the birth or adoption of a child.

(h) Disability leave may be used for medical/dental/optical appointments; to the extent such appointments cannot be scheduled during non-working hours.

(i) Disability leave may be carried over from one Fiscal year to the next with no maximum carry over limitation.

(j) Employees who leave employment will not be paid for accumulated disability leave. Accumulated disability leave may be credited toward retirement/pension service under certain circumstances as defined by the employee's retirement/pension plan.

(k) An employee who is disabled as a result of a non-duty illness or injury shall be granted a six month leave of absence which will begin after all of the employee's own accumulated leave has been exhausted. At the end of this period, if certified as fit for duty, the employee will be re-instated.

1. If at the end of an initial six-month leave of absence the employee is still unable to return to duty, the Chief may grant up to a maximum of six months additional leave of absence. At the end of this period, or anytime during the period, if certified fit for duty, the employee may be re-instated if a vacancy exists.

2. Leave granted under this provision is contingent upon continuing disability as certified by a physician of the County's choice.

(l) During the term of this contract, employees who have accrued 12 days of disability leave during the contract year and who have used no more than two days of disability leave (not including any contributions to the disability leave bank) may convert three of their accrued disability days to two days of pay.

Upon retirement, disability leave reported to the Howard County Police and Fire Retirement System is calculated by counting the total number of disability days earned based on months of actual Howard County service minus the actual number of days of disability leave used or disability leave converted to pay under the provisions of 10.4(l) above.

Section 10.5. - Disability Leave Incentive Program.

(a) Incentive Program – The Department has established a Disability Leave Incentive Plan (Plan) effective July 1, 2005. Employees who do not utilize any disability leave for a six-month period shall be awarded one day of compensatory time based on the officer's schedule, with no award to exceed 12 hours in a six-month period or 24 hours in a one-year period.

(b) The six consecutive months will start on July 1st and January 1st.

Section 10.6. - Disability Leave Donation.

The Union has established a Disability Leave Program which supplements the County Leave Bank. This program will be administered by the Police Human Resources Bureau.

Disability Leave Contributions:

(a) Eight hours of Disability Leave may be donated to a bargaining unit member by another member. The donation and use of donated disability leave must be approved in advance by the Chief of Police.

Application:

(a) Officers who are members of the County Disability Leave Bank, should consult with the Office of Human Resources to review benefit options prior to making application for Union Disability Leave Program.

(b) Bargaining unit members, who wish to utilize this form of disability leave, shall make a written request outlining the reason and need to the Chief of Police. Before the Chief of Police can consider this leave request, the requesting member must exhaust all of their disability, compensatory and personal leave. The requesting employee may carry up to two times his/her annual leave accrual.

(c) Once approved by the Chief of Police, a request for solicitation of individual donations may be made. Police Human Resources will coordinate this program.

(d) A maximum of 800 hours of leave may be granted to an employee per Fiscal Year.

Section 10.7. - Worker's Compensation Leave.

(a) **Eligibility** - An employee is eligible for Workers' Compensation leave if an injury or disease which causes the employee to be disabled is compensable under Maryland Workers' Compensation Law; the employee is completely unable to work at their regular or modified duty job; and their inability to work is supported by sufficient medical evidence. Under certain circumstances described in this document, employees may be eligible for Workers' Compensation leave for medical appointments.

(b) **Lost Time** - Authorization for all lost time shall be determined by the Risk Management Administrator or Worker's Compensation Coordinator, based on medical substantiation and State Law. An employee who suffers a compensable worked related injury or illness will receive full pay during the period of disability to a maximum of 12 months from the date of injury, if the employee is evaluated by a County approved medical provider, as to the ability to work with or without restrictions. Employees electing not to be evaluated by a County approved medical provider shall receive benefits, if applicable, at the rate established under Maryland Workers' Compensation Law.

1. In the event that the evaluations of the County approved medical provider and the employee's physician are conflicting with respect to the ability to work with or without restrictions, an independent evaluation may be requested by the employee. The physician conducting the independent evaluation will be selected based on a mutual agreement of the parties. The cost of the independent medical evaluation shall be paid by the County. If the independent physician concurs with the opinion of the employee's doctor, the employee shall receive full salary for periods of authorized lost time up to 12 months from the date of injury, subject to all other provisions of Maryland Workers' Compensation Law. If the independent physician concurs with the opinion of the County approved medical provider that the employee can return to work, no benefits shall be payable.

2. If at any time during the course of the claim the County refers the employee for an independent medical exam in accordance with Maryland Workers' Compensation Law, the provision allowing for a third opinion will not apply.

3. After 12 months, the employee is eligible to receive benefits to the extent available under Maryland Workers' Compensation Law.

4. Department payroll will be reimbursed from the Risk Management Fund for lost time in amounts equal to benefits payable under Maryland Workers' Compensation Law, in the amount of 2/3 average weekly wage, for employees who are medically authorized to be out of work for compensable injuries and for the three days of initial disability only if the employee loses more than 14 days of authorized lost time.

5. Department payroll will not be reimbursed for any unauthorized lost-time wages that are paid.

(c) **Continuation of Other Benefits** - During the period for which an employee is receiving Workers' Compensation benefits, all Health and Life Insurance premiums and Retirement Fund contributions shall continue as if the employee was receiving wages. If the employee is receiving Workers' Compensation benefits through a source other than County payroll, the employee will be responsible for reimbursement to the County for the employee's contributions for

Health and Life Insurance premiums and will be responsible for other personal payroll deductions.

(d) **Use of Accrued Leave** - If the employee's Workers' Compensation payments are not paid or are suspended for any reason, the employee may elect to use available annual, personal or sick leave with the approval of their supervisor, as long as the usual requirements for such leave are met.

(e) **Modified Duty** - Workers' Compensation benefits shall not be authorized if the employee has been offered a temporary modified duty position in accordance with medical restrictions.

1. It is the department's responsibility to provide suitable modified duty for the entire period of time during which an employee is temporarily unable to perform the functions of his/her job.

2. If the department fails to provide modified duty during the time it is medically necessary, the department shall bear the full cost of Workers' Compensation leave and will not be reimbursed by Risk Management.

3. If a department has exhausted its modified duty options, the Risk Management Workers' Compensation Coordinator may assist in finding alternative modified positions outside of the employee's department.

(f) **Medical** Appointments - Under Maryland Law, the employer is required to provide reimbursement to an employee for lost wages due to time spent being examined by a physician or other examiner at the request of the employer or its insurer. The employer is not required to reimburse the employee for wages lost during time spent visiting a private physician or medical practitioner at their own behest. Workers' Compensation leave shall be authorized for medical appointments if:

1. The appointment is at the request of the risk management staff or its authorized claims adjuster.

2. The appointment is with the designated medical provider selected by the County.

Section 10.8. - Jury Leave.

(a) **Rate** - When required to report for jury duty, an employee will receive full pay for the time needed to serve.

(b) **Authorization** - Immediately upon receipt of a notice, an employee must provide his/her immediate supervisor with a copy of the notice.

(c) **Limitations** - If not required to serve as a juror on a particular day, the employee must immediately contact his/her supervisor to determine when next to report for work.

(d) Any payment received as a juror may be retained in addition to regular salary.

Section 10.9. - Military Leave.

(a) **Rate** - Paid leave for hours equivalent to two times the employee's standard weekly hours maximum.

(b) **Authorization** - An official copy of military orders must be submitted to the employee's supervisor immediately upon receipt of the orders and prior to the commencement of leave.

(c) **Limitations** - Paid Military Leave benefits are granted time covered by written orders, to a maximum of the above rate. Time off for other military obligations will be granted as annual leave, personal leave or leave without pay, at the request of the employee. In order for leave time to be approved as excused, the County may require documentation of required service dates for leave requested that is not covered by orders which designate the time as Active Duty Training or Active Duty Tour.

Section 10.10. - Bereavement Leave.

(a) The Chief shall grant an employee bereavement leave for a maximum of three consecutive work days following the death of a member of the immediate family as defined in the Howard County Employee Manual.

(b) Additionally, upon the death of a brother-in-law, or sister-in-law, one day of bereavement leave may be granted.

(c) Bereavement leave shall not be deducted from any other leave earned by the employee.

(d) Up to two additional Bereavement Leave days may be granted for an out-of-state death; at the discretion of the Chief.

(e) In case of hardship, the employee will be allowed to use any additional leave that they have with the exception of disability leave, to attend a funeral as defined above. This leave will be granted automatically upon request, if the employee demonstrates the need for additional leave.

(f) Hardship is defined as unusual circumstances that would prevent the employee from attending the death of a family member as defined above. Examples of this would be: out of state travel, executor responsibilities, or any valid reason requiring the need for additional leave.

Section 10.11. - Leave of Absence Without Pay.

(a) If an employee needs leave for a valid reason such as training and education, extended military service, and certain family responsibilities not covered by FMLA, or if he/she needs leave for a reason enumerated as FMLA leave but beyond his/her 12 weeks of eligibility, the employee may apply for unpaid leave. The Personnel Officer may grant such leave when it is in the best interest of the County. An employee's eligibility for unpaid leave ends when the total amount of leave, paid and unpaid, including any FMLA leave, amounts to a consecutive year of absence. If an employee does not return to work after a consecutive year of absence, eligibility for an additional FMLA leave is not granted.

(b) **Reinstatement Rights** - An employee who is granted unpaid leave, and who returns to work within four consecutive months or less of absence, will be reinstated in the merit system with all rights and privileges.

(c) An employee who is granted a leave of absence that will result in his/her absence from work, on paid and unpaid leave, for more than four consecutive months but one consecutive year or less will be reinstated to an equivalent position, if such position is available and if the employee's reinstatement is in the best interest of the County.

(d) **Requirements** - The following requirements or limitations apply to unpaid leave:

1. An employee's request for a leave of absence without pay for valid purposes must be approved by the Personnel Officer.

2. Unpaid leave will not be granted unless the employee has exhausted his/her accrued annual and personal leave.

3. During any unpaid leave that does not qualify as FMLA leave; the employee must pay the full cost of any insurance coverage he/she may wish to keep in effect during the unpaid leave.

Section 10.12. - Union Leave.

(a) The County shall annually grant Lodge 143 two hundred (200) hours of paid leave to conduct Union business. Unused County granted leave may be carried from one year to the next.

(b) The County will credit to the Union's leave bank all personal leave days or hours not used by members by the end of a calendar year.

(c) In addition, the Union may create and administer a bank of donated leave for the purpose of providing additional paid time to conduct Union business. The Union must provide to the County a signed authorization form to deduct annual leave from the accruals of donating members. A member may donate to the bank up to two hours of annual leave per Fiscal Year.

(d) The County will accept a form (provided by the Union) signed by unit members authorizing the automatic deduction of annual leave for credit into the Union leave bank. Such authorization shall remain in effect until revoked by the employee.

(e) Total paid leave granted for Union business shall not exceed the number of hours accrued in the Union leave bank.

(f) All use of Union leave must be approved in writing, in advance, by the Chief of Police or his/her designee.

Section 10.13. - Leave for Negotiations.

Four members of Lodge 143, selected by the Union, will be granted leave with pay for the purpose of negotiating a collective bargaining agreement with the County for attendance at those bargaining sessions conducted during their normal working hours. The bargaining sessions shall be deemed to include one hour of time before and after each session to be utilized for meetings among the Union's bargaining representatives.

Section 10.14. - Family and Medical Leave.

All employees shall be entitled to the Family Leave Benefits set forth in the Howard County Employee Manual. The Howard County Employee Manual is provided in Exhibit B for information and convenience only.

ARTICLE 11 – INSURANCE

Section 11.1. - Health Insurance.

(a) FY2011

1. Employees covered by this Agreement will obtain health insurance coverage through the County's Flexible Benefit Program.

2. Unit members hired and employed prior to July 1, 1993 shall continue to receive one hundred and fifty dollars ($150.00) in monthly benefit dollars.

3. Unit members hired on or after July 1, 1993 will receive a monthly benefit of one hundred and fifty dollars ($150) to apply towards selected health benefits but shall receive only a cash-out benefit of seventy-five dollars ($75) if no health benefit option is selected.

(b) The County and Union agree to continue to study the feasibility of providing a special Retiree Health Insurance Benefit through the use of funding associated with a current benefit provision in the Police/Fire Retirement Plan.

(c) The County agrees to include Lodge 143 on any committee formed to study Health Care Insurance Costs and services.

Section 11.2. - Life Insurance.

(a) The County shall provide, at no cost to the employee, Basic Group Life Insurance coverage in an amount equal to two times the employee's annual salary.

(b) Any employee who retires from active employment shall have the option to continue to receive Basic Group Life Insurance Coverage for a total of five years from the effective date of retirement at the employee's expense. Such expense shall be fixed at one hundred and ten per cent (110%) of the supplemental life insurance rates for active employees' coverage.

The principal amount of such insurance coverage upon the date of retirement (two times annual salary) shall be decreased to an amount no greater than 85% of two times the annual salary and shall continue to decrease as follows:

1. On the first anniversary date of the employee's retirement, the amount of insurance shall be decreased to no greater than 70% of the original principal.

2. On the second anniversary date of the employee's retirement, the amount of insurance shall be decreased to no greater than 55% of the original principal.

3. On the third anniversary date of the employee's retirement, the amount of insurance shall be decreased to no greater than 40% of the original principal.

4. On the fourth anniversary date of the employee's retirement, the amount of insurance shall be decreased to 25% of the original principal.

5. Coverage shall end on the fifth anniversary of the employee's retirement.

(c) This Retiree Life Insurance coverage is conditional on the continued existence of a County Group Life Insurance Plan, which provides for such retiree life insurance coverage on the terms set forth in this section.

(d) The County and Union agree to continue to study the feasibility of providing a special life insurance benefit through the use of funding associated with a current benefit provision in the Police/Fire Retirement Plan.

ARTICLE 12 - DEATH BENEFITS

(a) In the event of the death of an employee, the County will continue its present policy of paying to the appropriate beneficiary, in accordance with the law, all unused compensatory time, unpaid holidays, accumulated annual and/or personal leave and all accrued wages due.

(b) In the event of the death of an employee in the line of duty, as defined by the County's insurance coverage, the County will pay to the employee's appropriate beneficiary a lump sum payment of fifty thousand dollars ($50,000) in addition to all other benefits presently payable to such beneficiary.

(c) The County shall provide a line-of-duty death benefit in the amount of ten thousand dollars ($10,000) to a Sergeant's beneficiary if the sergeant dies in the line-of-duty. Line-of-duty shall be defined by the Chief of Police.

ARTICLE 13 - TRADING OF SHIFTS

(a) Employees shall be authorized to trade shifts in accordance with the following procedures:

1. Trading of shifts is defined as the trading of whole shifts or a portion of any shift.

2. Within the Operations Command, a Patrol Sergeant may trade shifts with any other Patrol Sergeant. All other employees in the Operations Command may only trade with an employee in their own Section.

3. Employees in the Criminal Investigations Bureau may only trade shifts with employees in their own Division.

4. All other employees may only trade shifts with employees in their assigned sections.

(b) The trading of shifts must have prior written approval of the supervisor of the employee originally scheduled to work on the day of the trade. A supervisor may disapprove a trade of shifts if that trade is judged to have an adverse impact on departmental operations.

(c) The employee originally scheduled to work shall be carried for payroll purposes as worked and shall be paid at his/her appropriate rate.

(d) The repayment of trading time shall be the sole responsibility of the individual involved and will not obligate the County in any way. Neither the County nor the Union will be involved in managing the program.

(e) The trading of shifts does not negate the responsibility of both individuals to comply with all established rules and regulations.

(f) Should any employee call in sick or fail to complete an approved trading of shift, the employee originally scheduled to work will be responsible for any leave taken by their replacement employee.

(g) Should an exigent circumstance arise and the replacement employee is granted leave by the Watch Commander during the shift, said leave will be deducted from the replacing employee's appropriate leave accruals.

ARTICLE 14 - TUITION ASSISTANCE

The County will continue its present policy with respect to providing tuition reimbursement to employees in accordance with the Howard County Employee Manual.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.1. - Scope.

(a) This Article sets forth a grievance procedure which shall apply and be limited only to questions concerning the interpretation or application of a specific provision of this Agreement, except

1. as otherwise provided in subsection (b) below, and

2. that the grievance procedures set forth herein shall be unavailable for disciplinary matters (which are governed by the Maryland State Law Enforcement Officers Bill of Rights).

(b) Beginning with July 1, 2010, the grievance procedures set forth in this Article may be used for grievances regarding a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment. For purposes of this agreement, "rules and regulations" means:

1. the actions of the Personnel Officer pertaining to eligibility lists for appointment or promotion;

2. actions of the appointing authority which result in denial of the minimum merit increase allowed by law;

3. personnel actions which allegedly violate federal, state, or county human rights law;

4. employee performance evaluations; and

5. terms and conditions of employment, excluding management rights.

The employee will bear the burden of proving by a preponderance of the evidence that the action being grieved was clearly erroneous, arbitrary and capricious, or contrary to law.

Section 15.2. - Election of Remedies.

As an alternative to the grievance procedures set forth in this Article for non-disciplinary matters, an employee may use the grievance procedure provided in the Appeals Section of the

Howard County Employee Manual. (Exhibit C) extract from the Employee Manual provided for information and convenience only.

Section 15.3. - Time Limitations.

(a) A grievance covered by this Article must be presented promptly within 14 calendar days after it arises and be processed in accordance with the following steps, time limits, and conditions. The parties recognize that the prompt settlement of grievances is important to a sound and harmonious relationship between the Union, the County, and the employees.

(b) All grievances, except Class Action Grievances, shall be presented at the first step of this grievance procedure by the aggrieved employees or the Union within the time limitations contained herein or they shall be considered waived. If the County fails to give its answer to a grievance within the time limits set forth in any step, the Union and/or employee may appeal the grievance to the next step at the expiration of such time limit.

(c) The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties hereto. A grievance not appealed within the time limits herein set forth shall be considered settled on the basis of the answer provided by the County at the last step of the procedure utilized by the Union or the employee, which answer shall be final and binding upon the aggrieved employee or the Union.

(d) The parties may, by mutual agreement, waive certain steps and/or extend stated time frames. Such mutual agreement shall be reduced to writing and signed by the parties prior to the expiration of said time frames. In no event may waiver or extension of any time limit hereunder for presentation or appeal be implied by any action or inaction of the County or the Union.

(e) In the event a decision made by the Chief of Police is grieved by a covered employee, the first two steps of the grievance process will be bypassed and the grievance proceedings will start at Step 3.

(f) Should a grievance affect two or more employees, the Union or the employees affected may elect to file a Class Action Grievance. A Class Action Grievance is intended to consolidate the same type grievances in order to facilitate the resolution of a grievance. A Class Action Grievance shall be presented at step 2 of the grievance procedure.

Section 15.4. - Procedural Steps.

Step 1

The aggrieved employee or the Union will submit his/her grievance on the approved grievance form to his/her Deputy Chief. The Deputy Chief or his/her designee shall schedule a meeting to

discuss the grievance within seven calendar days of receipt of the grievance form and shall reply to the employee and/or Union, in writing, within seven calendar days after the meeting.

Step 2

In the event the Deputy Chief or his/her designee's decision is not satisfactory to the employee or the Union, the employee or the Union may, within seven calendar days from receipt of the Deputy Chief or his/her designee's answer at Step 1, present the grievance in writing to the Chief of Police. All grievances concerning suspension or discharge shall begin at this step. The Chief or designee shall schedule a meeting with the employee and/or the Union within seven calendar days after receipt of the grievance, and shall reply to the employee and/or Union within seven calendar days after the meeting.

Step 3

In the event that the Chief or designee's decision is not satisfactory to the employee or the Union, the employee or the Union may, within seven calendar days from receipt of the Chief's or designee's decision at Step 2, present the grievance form to the Personnel Officer. The Personnel Officer or his/her designee shall schedule a meeting with the employee and/or the Union within fourteen calendar days after receipt of the grievance. The Personnel Officer or designee shall reply to the employee and/or Union within fourteen calendar days after the meeting.

Step 4

(a) Any grievance that has been properly processed through the above procedure and has not been settled at Step 3 may, at the request of the Union, be appealed to binding arbitration.

(b) The Union shall serve written notice of its intention to proceed to binding arbitration upon the Personnel Officer within fourteen calendar days of receipt of the Personnel Officer's decision at Step 3.

(c) The County will arrange for the American Arbitration Association to provide a list of arbitrators within fifteen days of the Union's notice of intent.

(d) The County and the Union may use the services of either the Federal Mediation and Conciliation Service or the American Arbitration Association. In any event, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

(e) The Arbitrator shall have no authority to amend, alter or modify any provision of this Agreement or to limit, diminish or in any manner interfere with the authority of the County and its administration as provided by State Law and/or County Charter.

(f) The written decision of the Arbitrator shall be rendered within 30 days after the hearing and shall be final and binding upon the aggrieved employee, the Union, and the County.

(g) The cost of arbitration shall be shared equally by the County and the Union, except the costs incurred in presenting or defending the grievance to the Arbitrator shall be borne by the side incurring the expense.

Section 15.5. - Other Conditions.

(a) If an employee is given a directive by a supervisory authority, which he/she believes to be in conflict with a provision of this Agreement, the employee shall comply with the directive at the time it is given and thereafter may exercise his/her right to grieve the matter. The employee's compliance with such directive will not prejudice the employee's right to file a grievance, nor will his/her compliance affect the resolution of the grievance.

(b) The County may present a grievance, in writing, to the Union at Step 4 of this procedure provided that it has filed a notice of intent with the Association President. The notice of intent, outlining the details of the complaint, must be presented 30 days prior to filing the demand for arbitration.

ARTICLE 16 - L.E.O.B.R. DISCIPLINARY PROCEDURES

Section 16.1. - Administrative Discovery.

(a) Employees proceeding to a hearing will receive the investigatory file as defined in the LEOBR, Maryland Code Public Safety Article 3-101, at least 20 days in advance of the hearing.

(b) The County will provide copies of statements that have already been transcribed.

Section 16.2. - Composition of Hearing Boards.

(a) A Sergeant who declines summary punishment when offered will be granted a one person hearing board. The Hearing Officer will be chosen by lottery from a pool of Lieutenants and Captains. The Sergeant and management may each use up to two challenges in the selection of the Hearing Officer.

(b) All other charges will be heard before a three person hearing board composed of two members selected from a pool of Lieutenants and Captains and one member who shall be a peer of the accused. Each person shall be chosen by lottery. Both the Sergeant and management will have two challenges for each pool selection.

Section 16.3. - Final Decision.

The Chief of Police will retain final authority in determining the punishment upon a finding of guilty, as authorized by LEOBR.

Section 16.4. – Disciplinary Matrix

The County agrees to submit to the Labor Management Committee a proposal to institute a Disciplinary Matrix.

ARTICLE 17 - PERSONNEL FILES

Section 17.1. - Employee Access.

The Personnel Officer shall permit inspection of an employee's personnel file as provided by law. All personnel records shall be treated as confidential information. Employees with or without Union representation shall have access to their individual personnel files by prior appointment with the Personnel Office. All items contained in such file shall be available for review and copy with the exception of outside confidential references relating to original employment or promotion.

Section 17.2. - Removal of Information.

Any correspondence related to disciplinary action shall be removed from the employee's personnel file if requested in writing by the employee, provided three years have elapsed since the most recent entry.

Section 17.3. - Employee Additions.

Employees shall have the right to respond in writing to any information contained in their personnel file, which will be kept in said file.

ARTICLE 18 - SUBSTANCE ABUSE TESTING

Bargaining unit members shall adhere to ADM-34, which provides for substance abuse testing of all bargaining unit members and other sworn members of the Howard County Police Department. The General Order may be amended from time to time by mutual agreement of the County and the Union. In addition to the requirements noted above and in G.O. ADM-34, Bargaining Unit members assigned to the Vice and Narcotics Division are considered a separate employee population for purposes of random drug testing and may be subject to more frequent tests.

ARTICLE 19 - REFERRAL SERVICES

The County has adopted a County-wide Employee Assistance Program involving assessment and referral for counseling and treatment of alcoholism. Alcoholism will be recognized and treated as a disease. Employees suffering from alcoholism will be afforded the opportunity for counseling and rehabilitation through this County program. Alcohol related employee infractions may be subject to disciplinary action whether or not the employee participates in the Employee Assistance Program. The County shall maintain confidentiality with respect to all employees who make use of the program. Employees may be referred for assistance services by the County or may request the County to refer them for such services.

ARTICLE 20 - TAKE HOME VEHICLE

(a) The County's present take home vehicle policy -- including compensable and non-compensable time -- will remain in effect for the duration of this Agreement, unless the pattern of employee off-duty activity increases the cost of such activity to a level unacceptable to the County or an unanticipated event occurs which otherwise makes the policy economically unfeasible. If this occurs, the County will have the right to terminate the take home vehicle policy after first giving notice to the Union.

(b) Employees who are designated as "on-call" for a specific period of time may operate their assigned vehicle outside Howard County as long as they are able to respond to the scene of a call-in within 45 minutes of receiving the call.

ARTICLE 21 - HOWARD COUNTY POLICE AND FIRE RETIREMENT SYSTEM

(a) Retirement benefits for employees covered by this agreement shall be as provided for in Title 1 (Personnel Administration), Subtitle 4A (Police and Fire Employees Retirement Plan) of the Howard County Code (the "Pension Subtitle") (Exhibit D).

(b) In determining the final compensation of an employee's retirement benefits, the employee's high consecutive 36 months of the legislated base salary shall be used. (See Exhibit D).

(c) Notwithstanding the provisions of this Agreement, and as provided in Section 1.465A of the Pension Subtitle, the County shall have the right to amend the Pension Plan, at any time, by amendment to the Howard County Code.

(d) A retiree under age 50 with at least 10 years of County service and who is not collecting a disability retirement benefit, shall have the option of participating in the County's Health Insurance Program by paying the entire premium. At age 50, the retiree shall be entitled to a Retiree Health Insurance Benefit as provided for in the Retiree Health Insurance Program.

(e) Eligible employees may participate in the Deferred Retirement Option Program (DROP) pursuant to Section 1.437A of the Howard County Code.

ARTICLE 22 - NO STRIKE OR LOCKOUT CLAUSE

Section 22.1. - No Strikes.

(a) For the duration of this Agreement, the Union, its officers, representatives, stewards and members, and the employees covered by this Agreement, shall not in any way, directly or indirectly, individually or concertedly engage in, initiate, sponsor, support, direct, ratify or condone any strike, sympathy strike, sit-down, secondary boycott, or picketing, which interferes with or interrupts the County's operations, to include but not be limited to the individual or concerted failure to report for duty, willful absence from one's position, stoppage or slow down of

work, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment.

(b) In the event of a violation of this Article, the Union shall immediately upon learning of such activity, publicly disavow such action by the employees and shall so advise the County and the employees involved in writing.

(c) In the event of any violation of this Article, the County Executive may, in addition to any other remedy or right of the County, take any or all of the following action he deems necessary in the public interest:

1. Imposition of disciplinary action, including removal from County service, of employees engaged in such illegal conduct;

2. Termination of the Union's dues deduction privilege, if any;

3. Revocation of the Union's exclusive representation certification and disqualification of the Union from participation in representation elections for a period up to a maximum of two years.

(d) Any grievance involving disciplinary action against an employee charged with a violation of this Article shall be limited to the question of whether such a violation occurred.

Section 22.2. - No Lockouts.

The County shall not, under any circumstances, engage in, initiate or direct a lockout of County employees.

ARTICLE 23 – SAVINGS CLAUSE

Any Article or Section of this Agreement found to be in conflict with the Howard County Charter or with any law, ordinance, statute, County or government regulation or declared invalid by decree of a court of competent jurisdiction, will be null and void and the parties will enter into negotiations for a substitute provision. All other Articles and Sections of this Agreement will remain in full force and effect for the duration of the Agreement.

ARTICLE 24 - SELECTION OF PERSONNEL FOR WORK ASSIGNMENTS

(a) The Department agrees to post notices permanent transfer opportunities via email so that members may submit an expression of interest, except in cases of an emergency. Management reserves the right to select any qualified member of the posted position regardless of whether an expression of interest was received.

(b) The Department agrees to post notices of permanent transfer opportunities via email so that members may submit an expression of interest, except in cases of an emergency. Management reserves the right to select any qualified member for the posted position regardless of whether an expression of interest was received.

Additionally, the Chief of Police reserves the right to make appointments for positions on his staff without any formal email posting.

ARTICLE 25 – PHYSICAL FITNESS STANDARDS/WELLNESS PROGRAM.

(a) On a voluntary basis, employees may elect to participate in an Annual Physical Fitness Evaluation. The evaluation will consist of the following testing components.

1. Push-ups
2. Sit-up/crunch
3. 1 ½ mile run/walk
4. Vertical jump

(b) Testing standards will be rated on a scale that allows for age and gender variances. Standards have been mutually agreed upon by the employer and Union and are here for reference.

Physical Fitness Testing Standards

MALES

TEST	Sit-ups	Vertical Jump	Push-ups	1.5 Mile Run
20-29	38	19	29	12:53
30-39	35	18.5	24	13:25
40-49	29	15	18	14:10
50-59	24	13.5	13	15:53

FEMALES

TEST	Sit-ups	Vertical Jump	Push-ups	1.5 Mile Run
20-29	32	13.9	15	15:32
30-39	25	12	11	16:43
40-49	20	9	9	17:38
50-59	14	7.1	7	19:43

(c) Employees shall be rewarded one hundred dollars ($100.00) for each testing components they pass, not to exceed a maximum four hundred dollars ($400.00) for passing all four tests.

(d) The employer is free to maintain data related to how many employees take the test and the pass/fail rate for each test. No additional data related to the tests shall be maintained by the employer, except as noted in (e) below.

(e) The Physical Fitness Evaluation is part of the employer's overall Wellness program. Only positive results from annual physical fitness evaluations may be referenced in evaluations. Results may be added in the supervisor comments field and will not be added as to affect the employee's pars scoring. The employer

shall not include an employee's lack of participation in an employee's job evaluation or personnel files at any level.

(f) The employer and the union shall jointly develop a department general order, which will implement this program in a timely fashion.

(g) The physical fitness tests shall take place starting September 2005 and every September thereafter.

ARTICLE 26 - DURATION AND FINALITY OF AGREEMENT

TWO-YEAR AGREEMENT

(a) This agreement shall become effective as of July 1, 2011 and remain in full force and effective until June 30, 2013.

(b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties through their duly authorized representatives, after negotiations mutually agreed to by the County and the Union.

(c) The parties shall reopen negotiations for a successor agreement not later than December 4, 2012.

(d) The parties acknowledge that this Agreement represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this _____ day of _____, 2011

FOR THE COUNTY:

COUNTY EXECUTIVE Ken Ulman	HUMAN RESOURSES ADMINISTRATOR Todd Allen
CHIEF ADMINISTRATIVE OFFICER Lonnie R. Robbins	COUNTY SOLICITOR Margaret Ann Nolan
	ATTORNEY Camela Sandmann
CHIEF OF POLICE William McMahon	CHIEF NEGOTIATOR Sean Malone
TEAM MEMBER Major Gary Gardner	TEAM MEMBER Captain Luther Johnson
TEAM MEMBER Captain Ellsworth Jones	TEAM MEMBER Arthur Griffin

FOR THE UNION:

PRESIDENT, LODGE 143 Ronald "Jason" Baker	CHIEF NEGOTIATOR Jason Luckenbaugh
TEAM MEMBER Justin Baker	TEAM MEMBER James Capone
TEAM MEMBER Gordon Carpenter	TEAM MEMBER Ann Gibbons

EXHIBIT A

Police Sergeants (Local 112) Salary Schedule
FY 2011
EFFECTIVE JULY 1, 2010

Sergeant

Step	1	2	3	4	5	6	7	8	9	L 15	L 16	L 17	L 20
Months	60 months	72 months	84 months	96 months	108 months	120 months	132 months	144 months	168 months	180 months	192 months	204 months	240 months
Hourly	$31.11	$32.16	$33.30	$34.46	$35.67	$36.95	$38.21	$39.60	$40.95	$42.28	$43.65	$45.07	$46.53
Annual	$64,709	$66,893	$69,264	$71,677	$74,194	$76,856	$79,477	$82,368	$85,176	$87,942	$90,792	$93,746	$96,782

EXHIBIT B

FAMILY AND MEDICAL LEAVE PROVISIONS EXTRACT

(For Information and Convenience Only)

FAMILY AND MEDICAL LEAVE - The following leave applies to leave taken under the provisions of the Family and Medical Leave Act of 1993 (FMLA). All related County leave benefits will be administered in compliance with the FMLA and Department of Labor Regulations. Please refer to Parental Leave in this manual for additional benefit provisions related to the birth or adoption of an employee's child, which exceed the legal requirements of the FMLA.

(a) Definitions - The following definitions apply to Section 3 - Family and Medical Leave:

1. Serious Health Condition - "Serious" health condition is an illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. It includes any period of incapacity requiring an absence from work, school or regular daily activities of more than three (3) calendar days including treatment by a health care provider.

2. Son or Daughter - means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability."

3. Parent - means a biological or adoptive parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include "parents-in-law."

(b) Eligibility/Entitlement - As required by the Family and Medical Leave Act (FMLA), an employee is entitled to 12 weeks of leave (paid and/or unpaid) per year provided that they have worked for Howard County Government for at least one (1) year, and for at least 1250 hours over the previous twelve (12) months. The reasons for FMLA leave are listed below:

for the birth of an employee's child and to care for the newborn child;

for placement with the employee of a son or daughter for adoption or foster care;

to care for the employee's spouse, son or daughter, or parent (but not parent-in-law) who has a serious health condition; or

for a serious health condition that makes the employee unable to perform the employee's job.

Leave is designated as FMLA leave if it is used for any of the reasons stated above, and is counted toward the total of 12 weeks, whether the employee is on paid or unpaid leave status, except that if the employee uses personal, annual or disability leave and the absence is one week or less, the leave will not be counted as FMLA leave.

An employee is eligible to receive 12 weeks of FMLA leave every 12 months on a "rolling" year basis counted backwards from the employee's first leave taken after August 5, 1993. (EXAMPLE: An employee who takes 12 weeks of FMLA leave beginning on March 1st will again be eligible to take FMLA leave the following March 1st.)

Eligibility for FMLA leave under reasons 1 and 2 expires 12 months after the birth or placement of a child.

A husband and wife who are both eligible for FMLA leave and are both employed by the County are permitted to take only a combined total of 12 weeks of leave during any 12 month period if the leave is taken for reason 1 or 2 or for reason 3 to care for a parent with a serious health condition.

Employees may request that they be permitted to take FMLA designated leave on an intermittent basis or may request a reduced work schedule when there is a medical need for such leave. Requests will be reviewed and approved on a case by case basis in conformity with FMLA.

(c) Reinstatement - Employees taking FMLA leave shall have the same rights as described in Section (B)(4) of this Policy (UNPAID LEAVES OF ABSENCE).

(d) Health Care Benefits - An employee who is on FMLA leave is entitled to have his/her health care benefits continued on the same basis as he/she would if he/she were not on leave. For that reason, even when the employee taking FMLA leave is on unpaid status, the County will continue to pay its portion of the employee's medical and dental insurance, in conformity with the employee's most recent benefit election.

To the extent that payroll deductions are necessary to provide the elected coverage, the employee must continue to pay the amount normally deducted from his/her paycheck that is necessary to keep the coverage in effect or the employee may elect not to continue his/her medical and/or dental insurance coverage during the period of his/her unpaid leave.

The Office of Human Resources will assist the employee to work out payment arrangements for the employee's share of his/her health care coverage cost. If employee contributions to coverage are not timely paid by the employee, after a 30-day grace period, the insurance coverage(s) will be canceled.

Upon the employee's return to paid status, his/her insurance benefits will be reinstated to the same level and terms as were provided when the FMLA leave commenced. If the benefit plan provided to employees changes while the

employee on FMLA leave is on unpaid status, the changes to the coverage will be applied to the employee in the same manner as employees in paid status.

Except under limited circumstances specified by the FMLA, if an employee fails to return from unpaid FMLA leave, the County's expenses in providing health care coverage to the employee while in unpaid status must be reimbursed by the employee to the County.

(e) Employee Requirements - The following requirements or limitations apply to all FMLA leave:

1. An employee must provide 30 days' advance notice when requesting FMLA leave for "foreseeable" events; as much notice as possible must be given for "unforeseeable" events.

2. An employee must complete a Certification of Physician or Practitioner form (available in the Office of Human Resources) to support requests for FMLA leave because of serious health conditions. The County may require, at its expense, a second opinion as to the serious health condition to confirm the validity of the medical certification provided.

   While on FMLA leave, an employee may be required to provide periodic reports concerning his/her status and intent to return to work.

3. Paid leave will not be accrued while an employee is on unpaid leave.

4. An employee must exhaust all accrued leaves (annual, disability and/or personal, as defined in this manual) applicable to the reason for which FMLA leave is requested before unpaid FMLA leave is granted.

   If an employee is absent for one work week or more for any of the reasons listed above as qualifying the employee for FMLA leave, even though he/she uses accrued paid leave to cover that absence, the leave will be treated as FMLA leave for purposes of calculating the total amount of such leave an employee may be granted in one year. The employee will be notified pursuant to the Act when paid leave is to be treated as FMLA leave.

EXHIBIT C

APPEALS EXTRACT FROM THE EMPLOYEE MANUAL
(Provided for Information and Convenience Only)
APPEALS AVAILABLE TO CLASSIFIED EMPLOYEES

1. APPEALS FROM ACTIONS TAKEN BY THE COUNTY

Utilizing the procedures set forth below, classified employees may appeal the following actions, and have the right under Section 705(a) of the Charter to have their appeals heard by the Howard County Personnel Board ("Personnel Board"):

(a) Actions of the Personnel Officer pertaining to eligibility lists for appointment or promotion;

(b) Disciplinary actions involving loss of job, suspension of pay or benefit accrual, demotion, or a reduction in pay;

(c) Actions of the Appointing Authority which result in denial of the minimum salary increase granted to all employees, as allowed by law;

(d) Personnel actions which allegedly violate federal, state, or county human rights law;

(e) Employee performance evaluations.

2. OTHER APPEALS

Classified employees believing that they have been treated unfairly, arbitrarily, capriciously or illegally with respect to any other matter affecting their working conditions or employment status, may file an appeal utilizing the procedures set forth below. These appeals, however, may be heard by the Personnel Board only if four members of the Board vote to hear the grievance as provided in Section 705(c) of the Charter.

FORMAL APPEAL PROCEDURES FOR CLASSIFIED EMPLOYEES

In the event that a classified employee is unable or unwilling to informally resolve a workplace problem, a classified employee must follow the following procedural steps:

1. PRELIMINARY PROCEDURES

(a) Matters Other Than Dismissal (1) within fifteen (15) days* after the date when the act(s) constituting the appeal first became known to the employee, the employee must file a written complaint with the Appointing Authority. The written complaint must include, at a minimum, the employee's name, job title, and a description of the substance of the employee's complaint, as well as a statement of the relief sought.

(1) After a timely written complaint is filed by an employee with the Appointing Authority, the employee and the Appointing Authority will be given thirty (30) days to resolve the employee's complaint. During this time period, an Appointing Authority, who may delegate investigatory and other responsibilities to subordinates, may meet with the employee, gather information necessary for the consideration of the employee's complaint from the employee and others, including supervisors, and consult with personnel in the Office of Human Resources for advice and interpretation as to County policies in order to ensure consistency in the resolution of employee problems. Within thirty (30) days after a written complaint is filed, the Appointing Authority must advise the employee in writing as to the manner in which the employee's complaint can be resolved or, if no resolution is possible, the reasons why no relief will be given to the employee.

Reference to "days" within this policy means "calendar days" not "work days. Further, in computing time under this policy, the date when the act(s) constituting the appeal first become known to the employee, and the date of the act after which a designated period of time begins to run, is not included when be waived or extended only by mutual written agreement.

(2) If a classified employee's complaint is not resolved to the employee's satisfaction after the timely filing of an appeal with the Appointing Authority, the employee must file the written complaint with the Personnel Officer within fifteen (15) days after receiving a written decision from the Appointing Authority, or within fifteen (15) days after the expiration of the thirty (30) day period, whichever is first to occur, in order to have the appeal proceed. *

(3) If a timely written complaint is filed by an employee with the Personnel Officer, a tape-recorded hearing will be held by the Personnel Officer or designee, who shall act as a hearing examiner. At the request of the employee, the hearing shall be either open to the public or closed. The hearing examiner shall maintain orderly procedure and shall restrict the hearing to an airing of relevant information. The employee has the right to be represented at this hearing, and has the right to present evidence and produce witnesses. Representatives of the County who are responding to the employee's complaint may also present evidence and produce witnesses. The hearing examiner may permit both sides to ask questions of all witnesses, and to offer statements summarizing their respective positions. The hearing examiner may also extend the duration of the hearing to receive additional evidence or testimony, or may ask either side to produce additional evidence. Within thirty (30) days after the conclusion of the hearing, the hearing examiner will advise the employee in writing of the decision upon the appeal. If the hearing examiner cannot render a decision within that time period, the employee shall be advised in writing of when a decision may be expected. Depending upon the nature of the employee's appeal, the written decision of the Personnel Officer shall specify that if the employee is dissatisfied with the decision, the employee may request either a de novo hearing before the Personnel Board as provided by Section 705(a) of the Charter, or that the Personnel

Board consider the appeal upon the record created before the Personnel Officer in the manner contemplated by Section 705(c) of the Charter.

If an Appointing Authority fails to give an answer to an employee within the time limits established in this policy for any reason, the employee must file a complaint with the Personnel Officer in order to have the appeal proceed

(b) Dismissal

(1) When an Appointing Authority or the Personnel Officer determines that a classified employee should be dismissed, the employee shall be advised in writing of the reasons or charges supporting the dismissal decision, and shall have the right to appear before the person making the dismissal decision to respond to the stated reasons or charges.

(2) If, after meeting with the employee, the Appointing Authority or the Personnel Officer determines that the dismissal contemplated should proceed, the employee shall be immediately removed from County employment, shall be advised in writing of the effective date of the dismissal, and shall be advised of the right to file an appeal with the Personnel Board within 15 days of the effective date of the employee's discharge.

2. PROCEEDINGS BEFORE THE PERSONNEL BOARD

(a) De Novo Proceedings

(1) If a classified employee pursuing an appeal is dissatisfied with a decision rendered by the Personnel Officer in any matter involving those actions specified in Section 705(a) of the Charter, or if a classified employee has been dismissed, the employee may seek a review of the decision by filing an appeal with the Personnel Board. The appeal must be filed with the executive secretary of the Personnel Board within fifteen (15) days after the employee's receipt of a written decision from the Personnel Officer or, in the case of dismissal, within fifteen (15) days of the effective date of their dismissal.

(2) After receiving a timely written appeal, the Personnel Board shall schedule a hearing, which shall be conducted pursuant to the rules of the Personnel Board and which may, at the request of the employee, be either open to the public or closed. The employee has the right to be represented at the hearing, and will have the right to subpoena witnesses and evidence, to produce and cross-examine witnesses, and to make an opening statement and closing argument to the Personnel Board. It will be the employee's burden at this hearing to show, by a preponderance of the evidence, that the act(s) about which he complains are clearly erroneous, arbitrary or capricious, or contrary to law.

(3) Within sixty (60) days after the hearing, the Personnel Board shall render a written decision upon the appeal, and shall forward copies of its decision

to all parties of record. The decision of the Personnel Board shall be final and conclusive upon the parties, except that an employee aggrieved by an action of the Personnel Board in a case involving an appeal under Section 705(a) of the Howard County Charter may seek judicial review of the action under Title VII Chapter 200 of the Maryland Rules.

(b) Proceedings on the Record

(1) If a classified employee is dissatisfied with a decision rendered by the Personnel Officer as to any matter defined by Section 705(c) of the Charter, the employee may seek the Personnel Board's review of the decision by filing a written request for a hearing on the record with the Personnel Board within fifteen (15) days of the date of the receipt of the Personnel Officer's written decision. The written request, which should be filed with the Personnel Officer, shall detail the good cause which makes it desirable for the Personnel Board to hear and consider the employee's appeal.

(2) After receiving a written request for a hearing on the record, and after affording the Personnel Officer an opportunity to respond, the Personnel Board shall vote on whether to hear the appeal. Before voting on whether to hear the appeal, the Personnel Board may also choose to hear the parties upon the issue of "good cause". If, after considering the parties' respective positions, there are fewer than four (4) votes to hear the appeal, the decision of the Personnel Officer will become final. If there are four (4) or more votes to hear the appeal, the executive secretary shall secure and deliver to the Personnel Board all documentary evidence, as well as the tapes of the proceedings before the Personnel Officer. If requested and paid for by the employee, a transcript of the proceedings before the Personnel Officer may be submitted to the Personnel Board.

(3) After receiving the record of the proceedings before the Personnel Officer, and after reviewing the written and testimonial evidence offered at the hearing before the Personnel Officer, the Personnel Board shall schedule a hearing, which shall be tape recorded. At this hearing, which may, at the request of the employee, be either open to the public or closed, the employee and representatives may make a summary argument to the Personnel Board.

(4) Within sixty (60) days after the hearing, the Personnel Board shall render a written decision, and shall forward copies of its decision to all parties of record. A decision of the Personnel Board upon an appeal heard on the record shall be final and binding on all parties.

EXHIBIT D

POLICE RETIREMENT BENEFIT

(Effective January 1, 2002)

Years of Creditable Service	Percentage of Compensation
20	50%
21	53%
22	57%
23	62%
24	68%
25	75%
26	76%
27	77%
28	78%
29	79%
30	80%

The benefit for unused sick leave is 2.5% of the employee's average salary for each year of unused sick leave.

Exhibit B

Pursuant to Section 1.111(e) of the Howard County Code, the following provisions of the Agreement, attached to the Bill as Exhibit A, between Howard County and the FOP Lodge 143, Howard County Police Supervisor's Alliance, conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the Employee Manual:

1. Section 1.2 – Unit Description

   Subsections (a) and (c)
2. Section 1.3 – Probationary Employees
3. Article 2 – Authorized Dues and Service Fees Deductions
4. Section 3.3 – Individual Representation
5. Section 3.4 – Union Visitation
6. Section 3.5 – Union Representation

   Subsections (a), (b) and (c)
7. Section 3.6 – Consultation Rights
8. Section 3.7 – Use of E-mail and Mail Systems
9. Section 3.8 – Union Briefings

   Subsection (b)
10. Section 3.9 – Labor Management Committee
11. Section 3.10 – AVL
12. Article 5 – Hours of Work
13. Section 5.1 – Regular Work Period
14. Section 5.2 – Work Schedule
15. Article 6 – Layoffs
16. Section 7.1 – Wage Adjustments
17. Section 7.2 – Longevity Increments
18. Section 7.3 – Annual Step Increments
19. Section 7.5 – XL Compensation
20. Section 8.1 – Overtime/Compensatory Time

    Subsections (a), (b), (c) and (e)
21. Section 8.2 – Shift Differential
22. Section 8.3 – Call-in-Pay
23. Section 8.4 – Court Time

24. Section 8.5 – Temporary Duty Pay

    Subsections (a) and (b)(3)

25. Section 8.6 – Holiday Pay
26. Section 8.7 – Clothing and Uniform Allowance
27. Section 8.9 – Specialty Pay
28. Section 8.10 – Detail Pay
29. Section 8.11 – Meal Allowance
30. Section 8.12 – County Closing
31. Article 9 – Secondary Employment
32. Section 10.1 – Holidays

    Subsections (b), (c), (d), (e) and (f)

33. Section 10.2 – Annual Leave

    Subsections (a) and (b)

34. Section 10.4 – Disability Leave

    Subsections (c), (k) and (l)

35. Section 10.5 – Disability Leave Incentive Program
36. Section 10.6 – Disability Leave Donation
37. Section 10.10 – Bereavement Leave
38. Section 10.12 – Union Leave
39. Section 11.1 – Health Insurance

    Subsections (b) and (c)

40. Section 11.2 – Life Insurance

    Subsections (b) and (d)

41. Article 12 – Death Benefits

    Subsections (b) and (c)

42. Article 13 – Trading of Shifts
43. Article 15 – Grievance Procedure
44. Section 16.4 – Disciplinary Matrix
45. Section 17.2 – Removal of Information
46. Section 17.3 – Employee Additions
47. Article 18 – Substance Abuse Testing

48. Article 20 – Take Home Vehicle
49. Article 21 – Howard County Police and Fire Retirement System
    Subsection (d)
50. Article 25 – Physical Fitness Standards/Wellness Program
51. Article 26 – Duration and Finality of Agreement

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on July 12, 2011.

Stephen M. LeGendre

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on _____, 2011.

_____

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on _____, 2011.

_____

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on _____, 2011.

_____

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on _____, 2011.

_____

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on _____, 2011.

_____

Stephen M. LeGendre, Administrator to the County Council