

## **PREAMBLE**

This **AGREEMENT**, effective as of July 1, 2020, is entered into between Howard County, Maryland, hereinafter referred to as the “County”, and the Howard County Public Safety Dispatchers Association (HCPSDA) hereinafter referred to as the “Union.”

**WHEREAS**, the County and the Union have as their intent and purpose to promote and improve the efficiency and quality of the public service provided by the County to the citizens of Howard County, Maryland; and

**WHEREAS**, the Union and the County agree that this goal can best be achieved through a harmonious relationship between them, in consideration of the mutual covenants and promises herewith contained, the County and the Union do hereby agree as follows:

### **ARTICLE 2 - AUTHORIZED DUES DEDUCTIONS**

#### **Section 2.1. - Employee Rights.**

An employee is not required to join the Union.

#### **Section 2.2. - Dues Deductions for Employees Who Join the Union.**

The County agrees to deduct from the earnings of each unit member 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 unit member 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 unit member is given to the County at least 30 days prior to the anniversary date of the authorization. An information copy of the notification to terminate dues deductions will be sent to the Union.

#### **Section 2.3. - Remitting of Dues.**

The periodic dues deducted during any month from the pay of the unit members, pursuant to this Article, shall be remitted to the Union as soon as practicable after the close of the month.

#### **Section 2.4. - Authorization of Deductions.**

The authorization for deductions pursuant to this Article shall be made on a form supplied to the unit members by the Union, which has been approved by the County. The form of a proper Authorization Card is attached to this Agreement as [Exhibit A](#). A deduction regarding any unit member shall not be made by the County during any month unless the authorization form, signed by the unit member, has been delivered to the County not later than the first day of the month in

which the first deduction is to be made.

**Section 2.5. - Lack of Funds.**

The County will not deduct the Union's dues when a unit member's net pay for the pay period involved is insufficient to cover the dues after other legal deductions have been made. Should dues not be deducted, the member will be considered on inactive status. The member may request that the Union continue payment of the dues on the member's behalf with the understanding that the member will reimburse HCPSDA upon the member's return to active status. The County will adjust the member's deductions such that the Union is reimbursed all unpaid amounts in not less than six months.

**Section 2.6. - Changes in Union Dues.**

The amount of the dues deducted will remain the same until the Union certifies to the County, in writing, over the signature of an authorized officer of the Union, that it has been lawfully changed and what the new deduction will be each pay period. The County shall be notified at least two months in advance of the effective date of such change.

**Section 2.7. - Hold Harmless.**

The Union shall indemnify and hold the County harmless of and from any and all claims, grievances, actions, suits or other forms of liability or damages arising out of, or by reason of, any action taken by the County for the purpose of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the County to the Union.

**Section 3.9. – In Service Training.**

- (a) Members will be notified of any quarterly in-service training dates and times 90 days prior to the training.
- (b) Management has the right to schedule emergency training less than 90 days at their sole discretion.
- (c) During FY 2021 and FY 2022, in s-service training will be scheduled during employee's short weeks (this item will sunset with this agreement).

**Section 3.10. – Office Space.**

The County will consider office space for the Howard County Dispatchers Association during the renovations of the space at the Northern Police District.

**ARTICLE 7 – COMPENSATION**

**Section 7.1. – Salary Scale; Wage Adjustments.**

- (a) The salary scales for Fiscal Years **FY2021 and FY2022** are attached in Exhibits B, C and D. Exhibit B reflects the pay scale in effect as of **July 1, 2020 which includes incorporating shift differential into the pay scale and adding step 19 at the top of the scale.** Exhibit C is effective the first pay period that includes January 1, **2021** and reflects a 2% across the board increase over Exhibit B. Exhibit D is effective the first pay period that includes January 1, **2022** and reflects a 2% across the board increase over Exhibit C.
- (b) Adjustments to the salary scale are effective the first pay date after July 1, of the contract year, provided the contract is ratified by the Union on or before June 15, of the concluding contract year. If contract settlement is not reached and impasse is declared, the effective date of any salary increase, as recommended by the fact-finder, will be considered. Considerations in this regard shall not compromise the authority of the County Executive pursuant to Section 1.608 of the Howard County Code.

**Section 7.2. - Step Increments.**

For Fiscal Years **FY2021 and FY2022**, an employee who meets performance standards established by the Department and who is eligible for a step increment shall receive the increment beginning on the first day of the pay period during which the employee’s anniversary date occurs.

**ARTICLE 8 - PREMIUM PAY**

**Section 8.1. - Reserved.**

**(a) Reserved**

**Delete - Effective January 1, 2012, employees who work a shift beginning between 6:59 p.m. and 6:59 a.m. shall receive a shift differential of 6% per hour for their entire shift. Employees who are scheduled to work a shift starting between the above times and have their schedule altered by supervision for staffing or training purposes shall receive a shift differential of 6% for those hours worked. Employees who report to work prior to 6:59 p.m. but continue to work past 6:59 p.m., at the request of management, shall receive a shift differential of 6% for those hours worked past 6:59 p.m. Delete**

**Section 8.5. - Temporary Duty Pay.**

- (a) Employees within the job classification title of Senior Dispatcher who are temporarily assigned to perform the full responsibilities of an ECS, shall be paid for all hours

worked in such higher pay grade at either 6.04% above their regular rate of pay, or as close as a numerical equivalent at the higher grade if their current salary is at the top of their pay range. Such higher level duties must be performed for a period of **more than 4** consecutive work days. The higher rate shall be paid beginning the 5<sup>th</sup> day of such assignment and shall be retroactive to the first day **and will include the fifteen-minute briefing.**

**Section 8.10. - Specialty Pay.**

- (a) Employees will be paid \$3,000 annually when they have tested fluent in Spanish, Korean or Chinese languages as 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.
- (b) Employees will be paid \$1,100 annually when they have tested fluent in any language not listed above as 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.
- (a) Language fluency pay is not subject to the pyramiding prohibition of Section 8.8 of this Agreement.
- (b) \$1100 annually to employees who are NCIC TAC
- (c) \$1100 annually to employees who are NAED ETC-I Certified, not to exceed 6 employees
- (d) **\$1,100 annually to employees who hold and use the NCIC-I certification.**

**Section 8.15. – Overtime and Compensatory Leave.**

- (a) All unit members shall be paid overtime at time and one-half their regular hourly rate of pay for all hours, or fraction thereof, worked in excess of 40 during the workweek.
- (b) 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.

- (c) The option to earn compensatory time in lieu of paid overtime will be exercised by completing the “compensatory time” portion of the overtime slip at the time it is submitted.
- (d) An employee of this unit may accrue at any given time up to a total of 320 hours of unused compensatory time and carry over this amount from one year to another.
- (e) DELETE -Upon termination of employment, for any reason, up to 240 hours of unused accrued compensatory time will be paid out at the employee’s regular hourly rate of pay DELETE.
- (e) Members may select either overtime or compensatory time, or any combination of overtime and compensatory time pay for each hour, or fraction thereof, worked in excess of 40 during the workweek.

**Section 9.10. - Union Leave.**

- (a) The County shall annually grant HCPSDA eighty-eight (160) hours of paid leave to conduct Union business. Unused County granted leave may be carried from one year to the next except that the total accumulation may not exceed one hundred seventy-six (176) hours.
- (b) All use of Union leave must be approved in writing, in advance, by the Chief or his/her designee.

**ARTICLE 14 - 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 County and four (4) representatives designated by the Union President.
- (b) The Committee will meet quarterly at a mutually agreeable time to discuss any and all topics, which may affect bargaining unit members. The Director or his/her designee and the President may agree to waive a meeting, however, not more than two meetings in a row may be waived.
- (c) Committee recommendations presented to the County will be considered as advisory.
- (d) The County will provide copies of policies that affect the Communications Bureau in advance for review and comment.

## ARTICLE 16 - TRADING OF SHIFTS

- (a) Employees shall be authorized to trade shifts in accordance with this Article 16. Trading of shifts is defined as the trading of whole shifts or a portion of any shift.
- (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) DELETE ---Should an exigent circumstance arise and the replacement employee is granted leave by the Sergeant during the shift, said leave will be deducted from the replacing employee's appropriate leave accruals DELETE.

## ARTICLE 18 – PENSION PLAN

Effective July 1, 2020, the annualized salary for pension calculations (final average salary and pension contributions will be based on the actual scheduled hours worked. For FY 2021, the schedule in place is based on an average work week of 42 hours.

The County agrees to share the cost of a pension study as presented by the Dispatchers Association. Should the Dispatchers Association choose to increase contributions to fund any pension enhancements, the County will work with the County Executive to introduce legislation and support passage of such legislation.

## ARTICLE 21 - DURATION AND FINALITY OF AGREEMENT

This agreement shall be effective from July 1, 2020 to June 30, 2022.

- (a) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives, after negotiations mutually agreed to by the

County and the Union.

- (b) 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. Any subject or matter referred to or covered or not specifically referred to or covered in this Agreement shall be negotiable only by mutual consent for the duration of this Agreement.
- (c) The parties shall reopen negotiations for a successor agreement not later than January 1, 2022.