

Tentative Agreement between Howard County Government and AFSCME Local 1810
Completed January 22, 2020

The County and Local 1810 have tentatively agreed upon the following items:

1. Two-year Agreement
2. Two percent (2%) Across the board (ATB) increases in January of both years (2% January 2021, 2% January 2022)
3. Funding for step increases in both years of the agreement
4. Adding two steps added to the top of the scale; (20 and 21 two-year steps)
5. Deleting references to Service Fee Language
6. Approval of direct Sick Leave donation at the request of the Union President and with the approval of the Appointing Authority.
7. Approval of an office for Chief Shop Steward (as long as we are in the Ascend One Bldg)
8. Incorporate Snow Side Letter
9. Update Health Insurance Dates and Exhibit
10. The County agrees that if a Hazewoper Trainer premium is offered to any other unit we will extend the premium to Local 1810.

PREAMBLE

This **AGREEMENT**, effective as of July 1, 2020 is entered into between Howard County, Maryland, hereinafter referred to as the “County”, and the American Federation of State, County and Municipal Employees, Howard County Local 1810, Council 67, AFL-CIO 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

No employee is required to join the Union and each employee has the right not 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 employee 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, a copy of such card clearly indicating that such authorization is 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 and the Union at least 30 days prior to the anniversary date of the authorization. Deductions shall continue through the anniversary date. Such notice shall be sent via mail to the following address:

Director, AFSCME Council 67
Re: Local 1810
1410 Bush Street, Suite A
Baltimore, MD 21230

**CC: Director of Human Resources
Howard County Government
3430 Court House Drive
Ellicott City, MD 21043**

OR by email to both the Union and the County addressed to:

The Council 67 Chief Shop Steward and HRAdministrator@HowardCountyMd.gov

Section 2.3. - Periodic Dues Deduction

Withholdings for union dues or any other agreed upon voluntary deductions for union endorsed programs are to be transmitted via electronic fund transfer to the account authorized by the Comptroller of AFSCME Council 67. Such transfer shall take place no later than the 15th day after said collections(s) were made. A corresponding list of dues paying members in an Excel Format shall accompany the transfer of funds. A full list of all employees covered by the bargaining unit in an Excel format will be made available upon request.

Section 2.4. - Authorization for Dues Deductions

The authorization for deductions pursuant to this Article shall be made on a form supplied to the employee by the Union that has been approved by the County. A deduction regarding any employee shall not be made by the County during any month unless the authorization form signed by the employee 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. - Insufficient Pay for Dues

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

Section 2.6. - Amount of Dues

The amount of the dues/service fees 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 a change.

Section 2.7. - Indemnification Clause

The Union shall indemnify and save 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 3.6. - Union Office

(a) In the event that the Union President is not assigned an office as part of his regular work duties, the County shall provide a furnished workspace, including desk, chairs, telephone, internet connection, the use of a private room and an ability to store records in a secure fashion. If space is not available at the President's work site, some alternative location will be made available. Said workspace will be used for the purpose of conducting official Union business at such times and by such persons as provided for in this Agreement.

(b) The County will continue to provide the Council 67 Chief Shop Steward a private office as long as the County continues to occupy the top floor of the Ascend One Building.

ARTICLE 7 – COMPENSATION

Section 7.1. - Salary Scale; Adjustments

- (a) The pay rates for Fiscal Year 2021 are provided in Exhibit B1 and B2. Exhibit B1 shall be effective the first pay date after July 1, 2020 and shall remain in effect until the pay period which includes January 1, 2021. Exhibit B1 reflects the addition of two steps at the top of the pay scale. Exhibit B2 shall be effective the pay period which includes January 1, 2021 and shall remain effective until the pay period which includes January 1, 2022. Exhibit B2 represents a 2% across the board increase to the pay scale in Exhibit B1.
- (b) The pay rates for Fiscal Year 2022 are provided in Exhibit B3. The pay rates in Exhibit B3 shall be effective the pay period which includes January 1, 2021. Exhibit B3 represents a 2% across the board increase to the pay scale in Exhibit B2.

Section 8.6. - Emergencies

(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.

(b) An employee who is required to work during an event under subsection (a) of this section shall be compensated at their regular rate or in compensatory time for hours worked during the employee's regular assigned shift when County offices are closed. An employee shall also be credited with compensatory time or pay equal to the number of hours that County offices were closed. The County shall determine whether compensation under this Subsection shall be pay or compensatory time.

(c) In the event that the County delays opening of offices by 2 hours or less, employees required to work their regularly assigned duties during their regularly scheduled shift during the delayed opening will be paid their normal rate and not eligible for compensatory time. This clause shall apply to the first four hours of delayed openings in a calendar year. Once the County exceeds 4 hours of delayed opening, the employee will be compensated consistent with paragraph b of this Section.

(d) Unit members will be provided the opportunity to volunteer and assist Highways during the snow season. Prior to the annual snow meeting, volunteers will be required to sign a CDL-Operation Request Form that is mutually agreed upon by the County and the bargaining unit. This form obligates the volunteer's availability for the snow season, as well as advises the employee that they will be placed in the random drug testing pool. In the event that there is a positive test, the volunteer will be precluded from pushing snow in the future; however, the positive test will not result in any disciplinary action as driving is not a part of their normal core job duties. Volunteers

will be chosen based on years of service with the County and the ability to perform emergency snow operations. Volunteers will have the opportunity to review their routes prior to a snow event. In order to be an eligible Volunteer, an employee must not be deemed emergency employees for their home department and must have the approval of their appointing authority.

Section 10.4. - Disability Leave

- (a) Accrual - Disability leave is accrued at the equivalent of 1 day per month.
- (b) Authorization - An employee is required to notify his/her immediate supervisor prior to the beginning of the employee's shift on the first day of the illness. The employee is required to keep the supervisor informed as to each subsequent day requiring absence.
- (c) Limitations - Disability leave may be used for the incapacitating illness of an employee, the employee's spouse, minor child (under age 18), same sex domestic partner (for whom a partnership declaration form is on file) and/or for absences due to a serious health condition for which FMLA leave benefits are approved for family members.
- (d) Disability leave may be used for the medical, dental or optical appointments of the employee, the employee's spouse or the employee's minor child (under age 18), to the extent such appointments cannot be scheduled during non-working hours.
- (e) Disability leave absences equal to one work week or more will be counted as Family and Medical Leave and the County will so notify the employee. (See Family and Medical Leave Eligibility/Entitlement.)
- (f) When an employee uses disability leave in excess of 3 consecutive days, upon return to work he or she must submit a certificate to the supervisor from the treating physician or licensed practitioner which describes the dates of treatment, and which contains 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 the leave extends beyond a week, then the employee may be required to provide a certification of the health care provider on a form supplied by the County.
- (g) 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 3 days. An employee who has submitted notice of intent to resign may be required to submit a doctor's certificate for all disability leave used during the notice period.
- (h) Disability leave may be carried over from one fiscal year to the next with no maximum carry over limitation.
- (i) 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.

- (j) An employee who is disabled, but has no accrued disability leave available may request to be permitted to use accrued annual, compensatory and/or personal leave in lieu of disability leave. Authorization to substitute other paid leave for disability leave is at the discretion of the appointing authority. Such absences may be classed as "unexcused" (with or without pay).
- (k) An employee who is allowed to use other paid or unpaid leave in lieu of disability leave may be required to submit a certificate from the treating physician or licensed practitioner which describes the dates of treatment and which contains a release to return to work outlining any work restrictions for all time absent due to disability.
- (l) When, due to injury or illness, an employee is temporarily unable to perform his/her full complement of assigned tasks, he/she may be assigned or request to work in a restricted duty capacity.

The employee must present documentation from the treating health care provider which states the specific restrictions and the anticipated duration of those restrictions. If the County can identify a meaningful body of work which is consistent with the medical restrictions, a duty assignment will be established, thereby allowing the employee to conserve use of accrued paid leave benefits.

If restrictions are determined to be permanent rather than temporary, on a case by case basis, the County will evaluate the employee's rights and the County's responsibilities and proceed in accordance with the provisions of the ADA.

(m) Unit members shall be allowed to donate accrued disability leave to other unit members. Each unit member may donate up to twenty-four (24) hours of leave. Donations will be made at the request of the Union President and with the approval of the Appointing Authority. In order to donate leave, the donating member must have at least one hundred and eighty (180) hours of disability leave available.

ARTICLE 11 – INSURANCE

Section 11.1 -Health Insurance.

- (a) Health Insurance rates for Calendar Year 2020 are provided in Exhibit D.

An employee that separates from the County will be given a meeting with Howard County benefits personnel if requested by the employee to discuss all options on paid status within 5 working days of separation from the County.

ARTICLE 21 – DURATION AND FINALITY OF AGREEMENT

- (a) This Agreement shall become effective as of July 1, 2020 12:01 AM, and remain in full force and effect until midnight, June 30, 2022.
- (b) 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.

(c) 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 matter. Any subject or matter referred to or covered or not specifically referred to or covered in this Agreement shall be negotiated only by mutual consent for the duration of this Agreement.

Agree to meet to reopen to add a Hazewopper Training Premium if we extend this premium to any other bargaining unit.