

AFSCME Local 3080/Howard County Government Tentative Agreement

The County and Local 3080 (the Union) have tentatively agreed upon the following items.

1. A two-year agreement
2. A two percent (2%) Across the Board (ATB) increase in January of each year of the agreement.
3. Providing step increases for eligible employees.
4. The addition of a Step 16 at the top of the pay scale.
5. Adding the Memorial Day holiday in the list of holidays in which the members receive pay at time and one-half (with the agreement that it is a management right to set schedules and staffing levels).
6. Increasing the amount of allowable disability leave donation at the request of the union president and the approval of the Director.
7. Deleting references to Service Fees.
8. \$250 for Honor Guard (up to 7)
9. Shift differential for 12 hour schedule
10. Moving forward with DROP legislation.

PREAMBLE

This AGREEMENT, entered into this 1st day of July, 2020 between Howard County, Maryland, hereinafter referred to as the “County”, and the American Federation of State, County and Municipal Employees, Howard County Local 3080, Council 67, AFL-CIO hereinafter referred to as the “Union”, shall be effective as of July 1, 2020.

ARTICLE 25 -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 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.

ARTICLE 2- AUTHORIZED DUES DEDUCTIONS

Section 2.1.- Employee Rights.

No unit member is 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 and 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 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 in one of the following ways:

- (a) By mail to both the Union and the County, addressed to:

Director AFSCME Council 67
Re: Local 3080

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

(b) By email to both the Union and the County, addressed to:

The President of Local 3080 and HRAdministrator@HowardCountyMD.gov

Section 2.3.- Dues Deductions.

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 shall accompany the transfer of funds. A full list of all employees covered by the bargaining unit will be made available upon request.

Section 2.4. -Dues Authorization.

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 B. 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.- Dues Deduction/Insufficient Pay.

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.

Section 2.6. - Change in 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 a change.

Section 2.7. - Indemnification.

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 2.8. – P.E.O.P.L.E. DEDUCTION

Unit members shall be allowed to have monies deducted, either once per year or per pay period, from their salary for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality). Such deductions shall be effectuated through an approved authorization form signed by the unit member.

ARTICLE 7 - COMPENSATION

Section 7.2 – Salary Scale; Increases.

The salary scales for Fiscal Year 2021 and Fiscal Year 2022 are provide in Exhibit A. Exhibit A1 shall be effective July 1, 2020 and will remain in effect until the pay period which includes January 1, 2021. Exhibit A1 reflects the addition of step 16 at the top of the pay scale. Exhibit A2 reflects a 2% across the board increase and shall be in effect from the pay period which includes January 1, 2021 until the pay period which includes January 1, 2022. Exhibit A3 reflects a 2% across the board increase and shall be in effect with the pay period which includes January 1, 2022.

(County also agrees to continue Step increases in FY 2021 and FY 2022)

ARTICLE 8 – PREMIUM PAY

Section 8.1. – Shift Differential

For those unit members who work a fixed shift, a shift differential shall be paid for hours worked as follows:

- (a) Unit members whose fixed shift begins from 3:00 PM through 8:59 PM shall receive a shift differential increment of three-percent (3%) over their base hourly rate of pay.
- (b) Unit members and Correctional Dietary Officers whose fixed shift begins from 9:00 PM through ~~4:49 AM~~ 4:59 AM shall receive a shift differential increment of five percent (5%) over their base hourly rate of pay.
- (c) Dietary Officers who start at 11:00 AM later shall receive a 3% shift differential for the hours worked after 3:00 PM

- (d) Unit members who work a 12 hours shift beginning at 7:00 AM shall receive a three percent (3%) shift differential for the hours from 4:00 PM through 7:00 PM. **DURING TRIAL BASIS PERIOD**
- (e) Unit members who work a 12 hour shift beginning at 7:00 PM shall receive a five percent (5%) shift differential for the hours from 12:00 midnight through 7:00 AM. **DURING TRIAL BASIS PERIOD**

Section 8.10. Specialty Pay.

An employee who is assigned to one of the positions contained in this section shall receive an annual increase for the specialty effective July 1, 2018. Employees qualified for more than one specialty pay category may only receive specialty premium pay for a maximum of two categories.

- (a) \$1,000 shall be paid to an employee (not to exceed a total of 30) assigned to the Special Emergency Response Team (SERT).
- (b) \$1,500 shall be paid to an employee (not to exceed a total of 6) who has tested fluent in a language determined by the Director and who provides translation services for departmental business. The criteria for fluency as determined by the Director will be predicated on a state, regional, or national evaluation instrument or a standard developed by an institution of higher education.
- (c) \$1,000 shall be paid annually to an employee (not to exceed a total of 7) who perform duties as a Field Training Officer.
- (d) \$1,000 shall be paid annually to any employee that is routinely used as a Class Room Instructor.
- (e) \$1000 shall be paid annually to a dietary employee who maintains a ServSafe certification.
- (f) \$250 shall be paid annually to any employee (not to exceed 7) who serves in the Department Honor Guard.

ARTICLE 10 -LEAVE BENEFITS

Section 10.1.- Holidays.

- (a) All unit members shall be entitled to 12 paid holidays as follows:

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

Thanksgiving Day, The Day after Thanksgiving, Christmas Day or as designated by the County Executive.

- (b) Unit members shall be credited with eight (8) hours of annual leave for each legal holiday as established above or by the County Executive. Holiday leave will be credited to the unit member's record after the date of the approved County holiday and shall be treated as earned annual leave.
- (c) Unit members shall receive pay at time and one-half (an additional halftime, in addition to being credited a day of leave earned) for hours actually worked on Thanksgiving Day, Christmas Day, Memorial Day, the Fourth of July and Labor Day
- (d) Unit members who work over eight (8) hours on a holiday will receive double their rate of pay for hours worked over eight (8) hours on a holiday designated in Section 10.1(c).

Section 10.4.- Disability Leave.

- (a) Accrual- Disability leave is accrued at the equivalent of one (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 or the employee's minor child residing in the employee's household.
- (d) Disability leave may be taken in periods of one half (½) hour or more.
- (e) Disability leave absences equal to one (1) workweek or more will be counted as Family and Medical Leave and the County will so notify the employee.
- (f) When an employee uses disability leave in excess of three (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 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.

- (g) Parents may use up to three (3) 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. During any review of leave use, due consideration will be given to scheduled medical appointments when documentation is provided by the treating medical provider.
- (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) When a unit member has been counseled regarding the use and possible abuse of disability leave and improvement has not been noted, the County may require that unit member to report to the County's physician each time he/she calls in sick to substantiate such absence. A unit member's failure to do so upon request will result in loss of pay and possible disciplinary action.
- (l) Unit members who have worked from July through June of each year of this Agreement and accrued twelve (12) disability leave days during that period and have used three or fewer of these days during that same period for personal or family illness or physician's appointments may, at their option, cash in three (3) of their remaining days for two (2) days' pay.
- (m) Unit members shall be allowed to donate accrued disability leave to other unit members. Each unit member can donate up to twenty-four (24) hours of leave. At the request of the Union President, the Director may approve the donation of additional leave by a member. In order to donate leave, the donating member must have at least one hundred eighty (180) hours of disability and/or annual leave available.

ARTICLE 23 – HOWARD COUNTY RETIREMENT PLAN FOR PARTICIPATING CORRECTIONS EMPLOYEES

- (a) Retirement benefits for employees covered by this Agreement shall be as provided in Title 1 (Personnel Administration), subtitle 4 Retirement Plans, of the Howard County Code.
- (b) In determining the final compensation of an employee's retirement benefit, the employee's average compensation for the thirty-six (36) consecutive full months that produce the highest average shall be used.

- (c) As provided in Section 1.465 of the Pension Subtitle, the County may amend the Pension Plan by amendment to the Howard County Code.
- (d) The County and Local 3080 have developed a cost neutral DROP proposal. The County will draft, sponsor and support legislation adopting the program.