

Tentative Agreement Between Howard County Government and Local 3888

The County and Local 3888 have agree to the following items:

1. A two-year agreement covering FY 21 and FY 22
2. The County will provide a two percent (2%) Across the Board (ATB) increase in January in each year of the agreement (2% January 2021, 2% January 2022).
3. The County will add one step to the top of the pay scale (step 20 two-year step).
4. The County will fund steps in each year of the agreement.
5. The County will add language increasing stand by pay on weekends to 3 hours.
6. The County agrees to meet to discuss the new CDL Regulations and the impact on employees.
7. The County agrees to pay a Water and Sewer Distribution License premium of \$.25 per premium.
8. The county agrees to a \$.60 premium for employees who participate in construction assignments in the Bureau of Utilities.
9. The County agrees to pay a Mechanics Certification Premium of \$.05 per EVT Certification.
10. The County agrees to strike subsection (c)in Section 8.10.
11. The County agrees to add language in 8.11 for supervisors to receive \$1.00/hr for hours actively engaged as the direct supervisor of the training employee.
12. The County agrees to reduce the time in Section 8.12 from 21 days to 6 days.
13. The County and the Union agree to add language to 8.1 (b) Shift Differential to allow for shift differential for the new rotating shifts at the treatment plant.
14. The union agrees to remove the references to Service Fees in the Agreement.
15. The County and the Union agree to update the Health Exhibit and corresponding dates.
16. The County agrees to modify the Job Descriptions for Supervisors who do not need a CDL as a requirement of their job. The Union will provide a list to the County for review.

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 3888, 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 a 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 3888
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:

Council 67 Chief Shop Steward and HRAdministrator@HowardCountymd.gov

The County will send a copy of any requests to withdraw from the Union to one of the Union addresses listed above.

Section 2.3. - Periodic Dues

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 after other legal deductions have been made.

Section 2.6. - Amount of 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 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 2.8. – P.E.O.P.L.E. DEDUCTION

Employees shall be allowed to have monies deducted from their salary either once per year or per pay period for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).

ARTICLE 7 - COMPENSATION

Section 7.1. - Salary Scale; Adjustments

- (a) The pay rates for Fiscal Year 2021 are provided in Exhibits A and B. Exhibit A shall be effective with the first pay period beginning after July 1, 2020. Exhibit A reflects the addition of one step on the top of the pay scale. Exhibit B shall be effective the pay period that includes January 1, 2021 and shall remain in effect until the pay period that includes January 1, 2022. The pay scale in Exhibit B reflects a 2% across the board increase over the existing pay scale.
- (b) The pay rates for Fiscal Year 2022 are provided in Exhibit C. Pay rates shall be effective the pay period that includes January 1, 2022. The pay scale in Exhibit C reflects 2% across the board increase over the pay scale in Exhibit b.

Section 8.1. - Shift Differential

- (a) Fixed Shifts. For those employees who work a fixed shift, a shift differential shall be paid for hours worked as follows:
 - (1) Employees whose shift begins at 12 noon or later and who work a full ten (10) hours shift shall receive a differential increment of five percent (5%) over their base hourly rate of pay.
 - (2) Employees whose fixed shift begins from 3:00 PM through 8:59 PM shall receive a shift differential increment of five percent (5%) over their base hourly rate of pay.
 - (3) Employees whose fixed shift begins 9:00 PM through 4:59 AM shall receive a shift differential increment of seven and one-half percent (7 ½%) over their base hourly rate of pay.
- (b) Rotating Shifts. For those employees who work a rotating shift, a shift differential shall be paid for hours worked as follows:
 - (1) Employees working the 4:00 PM – 12 Midnight shift shall receive a shift differential increment of five percent (5%) over their base rate of pay.

- (2) Employees working the 12 Midnight – 8:00 AM shift shall receive a shift differential increment of seven and one-half percent (7 ½%) over their base rate of pay.
 - (3) Employees working the 11:00 AM to 11:30 PM shift will receive a 5% shift differential for the hours worked between 3:00 PM and 11:30 PM.
 - (4) Employees working the 11:00 PM to 11:30 AM shift will receive a 7.5% shift differential for the hours worked between 11:00 PM and 7:30 AM.
- (c) Current Schedules. Current schedules cannot be changed or altered for the sole purpose of avoiding payment of this premium.

Section 8.4. - Stand-by Pay

- (a) An employee who is specifically assigned to stand-by status and scheduled through Central Communications as the Bureau's representative shall be granted two hours of pay at straight time for the stand-by period between his/her regular shifts or for each 24 hours in between his/her regular shifts. On weekends, employees specifically assigned to stand-by status shall be granted three hours of pay at straight time for the stand-by period. If the employee works 40 hours in the workweek, then the additional hours will be paid at time-and-one-half. To qualify for stand-by status and pay, the employee must be in immediate communication with the dispatcher and assigned to respond to all emergency calls.
- (b) Being on-call for snow removal or other emergency weather conditions does not qualify for stand-by pay.
- (c) Stand-by pay is in addition to any pay for time actually worked during the stand-by period unless such stand-by pay is in violation of Section 8.7 of this Agreement.

Section 8.5. – Construction Maintenance Premium

Unit members who participate in construction assignments with the Bureau of Utilities will receive a sixty cent (\$0.60) per hour increase to their base hourly rate of pay during the period that they are assigned to construction maintenance.

Section 8.6. - Commercial Driver's Licenses (CDLs)

An employee whose regular assigned duty requires that they possess and keep current a CDL will have the annual renewal cost paid by the County.

An additional 30¢ per hour will be paid to an employee for hours worked, if the employee is required to obtain and maintain a commercial driver's license (CDL). The CDL payment is not applicable to overtime or pension calculations.

Section 8.8. – Water Treatment License Premium

A member of the bargaining unit who possesses a valid water operator license will receive an additional \$0.25 per hour for all hours worked and an additional \$0.25 per hour for all hours worked for a valid sewer operator license. IF the bargaining unit member possesses both valid licenses, they would receive \$0.50 per hour for all hours worked. The payment is not applicable of pension calculations.

During FY 21, the County will meet with the Union to discuss new CDL regulations and the impact those regulations may have on employees.

Section 8.9. - Mechanics' Certification Premium

Operations Supervisors working in Fleet who obtain and maintain ASE or EVT certifications pertinent to their shop assignment will receive \$.05 per hour for each separate certification maintained. To receive the premium, the employee must present a copy of the ASE or EVT Certificate indicating successful completion of the required course(s) and examination(s) and accept assignment to duties that utilize the certification.

Section 8.10. 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 the 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.

(deleted C)

Section 8.11. – Supervisor Pay

- (a) Employees designated to supervise apprentices for the apprenticeship program shall receive an additional \$1.00 per hour added to their regular rate for all hours actively engaged as the direct supervisor of the training employee.

Section 8.12. - Temporary Assignment Pay

Employees who are temporarily assigned to a job classification in a higher pay grade than their regular job classification for a period in excess of six consecutive eight hour days shall be paid for all hours worked in such higher pay grade, beginning with the first day worked, at either five percent (5%) above their regular rate of pay or the minimum rate for the higher pay grade,

whichever is greater, 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 meets the minimum qualifications for the classification.
- (4) The assigned employee is able to perform all the normal duties expected of a person occupying that position. Employees who are directed to perform duties of a higher classification will be told from the outset whether they will qualify for temporary assignment pay or are being assigned higher duties for training purposes which will be explained to them.

Section 11.1. - Health Insurance

- (a) During the term of this agreement, members of the bargaining unit shall be eligible for the medical (including vision and prescription drug), dental, life, long term disability, flexible spending accounts and any other insurance benefit programs on the same basis as all other groups of County employees. This includes eligibility for participation, contribution rates, plan coverage, and all other terms and conditions as stipulated in each benefit's governing document.
- (b) Health insurance rates for Calendar **Year 2020** are provided in Exhibit C.
- (c) Unit members may participate in a pre-tax voluntary benefit program offered by SF&C Select Benefits Communication Group covering critical illness.
- (d) *Bidding.* When it becomes necessary for the County to bid for health insurance coverage, the Union shall be given, on a timely basis, the opportunity to meet with the County to discuss health benefit issues and provide input into the development of bid specifications.

ARTICLE 23 – 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.