

Introduced \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Council Action \_\_\_\_\_  
Executive Action \_\_\_\_\_  
Effective Date \_\_\_\_\_

## County Council of Howard County, Maryland

2020 Legislative Session

Legislative Day No. 6

### Bill No. 23 -2020

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

AN ACT pursuant to Section 1.111(e) of the Howard County Code, approving provisions in a collective bargaining agreement between Howard County and the Howard County Police Officer's Association, Lodge 21, that are in conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the Employee Manual; and providing for the application of this Act.

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Introduced and read first time \_\_\_\_\_, 2020. Ordered posted and hearing scheduled.

By order \_\_\_\_\_  
Diane Schwartz Jones, 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 \_\_\_\_\_, 2020.

By order \_\_\_\_\_  
Diane Schwartz Jones, Administrator

This Bill was read the third time on \_\_\_\_\_, 2020 and Passed \_\_\_\_, Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.

By order \_\_\_\_\_  
Diane Schwartz Jones, Administrator

Sealed with the County Seal and presented to the County Executive for approval this \_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_ a.m./p.m.

By order \_\_\_\_\_  
Diane Schwartz Jones, Administrator

Approved/vetoed by the County Executive \_\_\_\_\_, 2020

\_\_\_\_\_  
Calvin Ball, County Executive

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

1           **WHEREAS**, the Howard County Police Officer’s Association, Lodge 21 ("FOP  
2 21") and the County reached agreement through a Memorandum of Agreement (the  
3 "Agreement"), substantially in the form attached as Exhibit 1, that is effective July 1,  
4 2020 through June 30, 2021; and

5  
6           **WHEREAS**, in accordance with Section 1.111(e) of the Howard County Code, the  
7 County Executive is required to submit to the County Council for its approval all  
8 provisions in collective bargaining agreements that are in conflict with Title 1 “Human  
9 Resources" of the Howard County Code or the Employee Manual (the "conflicting  
10 provisions"); and

11  
12           **WHEREAS**, the members of the Howard County Police Officer’s Association,  
13 Lodge 21 have ratified the Agreement, and the Agreement includes provisions that  
14 are in conflict with Title 1 of the County Code or the Employee Manual; and

15  
16           **NOW, THEREFORE,**

17  
18           ***Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in regard to  
19 the Agreement between Howard County and the Howard County Police Officer’s Association,  
20 Lodge 21, the County Council approves the attached Conflicting Provisions, listed in Exhibit 2,  
21 as attached to this Act and incorporated herein, that are in conflict with the provisions of Title 1  
22 "Human Resources" of the Howard County Code or the Employee Manual.*

23  
24           ***Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
25 the provisions of this act shall apply beginning with the first pay date after July 1, 2020.*

26  
27           ***Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
28 this Act shall become effective 61 days after its enactment.*

AGREEMENT

BETWEEN

HOWARD COUNTY, MARYLAND AND

HOWARD COUNTY POLICE OFFICER'S ASSOCIATION LODGE

21

EFFECTIVE:

July 1, 2020

June 30, 2021

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## **PREAMBLE**

This AGREEMENT, made this 1<sup>st</sup> day of July 2020, between Howard County, Maryland, hereinafter referred to as the "County", and "HCPOA Lodge 21", hereinafter referred to, as the "Union" shall be effective as of July 1, 2020.

**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 uniformed probationary police officers and uniformed sworn police officers, excluding sergeants, lieutenants, confidential management and exempt employees. The unit will include only the following job class titles:

7762 Police Officer (Probationary)  
7764 Police Officer  
7766 Police Officer First Class  
7767 Police Corporal

It is understood that plain-clothes detectives in the above classes are included in this unit.

- (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 hired employees covered by this agreement shall serve a probationary period as outlined in paragraphs (b), (c) and (d). The County may, during such probationary period, in its sole discretion, dismiss, layoff 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) Employees hired as Recruit Officers, and who attend the traditional Howard County Police Recruit Officer Training Academy or an approved alternative Academy, shall serve a probationary period of 18 months from the date they are first employed by the Police Department as a Probationary Police Officer.
- (c) Employees hired as Lateral/Experienced Police Officers shall serve a probationary period of one-year from the date they are first employed by the Police Department.
- (d) The Chief of Police may extend the probationary period for probationary employees past their normal probationary period for medical reasons when an employee is unable to perform his/her role as a police officer for thirty days or more during the initial probationary period.
- (e) 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.
- (f) 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) The periodic dues 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 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.
- (c) The designation of dues deductions pursuant to this Article shall be made on a form supplied to the employees by the Union, which has been approved by the County.
- (d) 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.
- (e) The amount of the dues 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.
- (f) The County agrees to provide a separate slot in the payroll deductions for the Union's Political

Action Committee (PAC) deductions. The deductions shall comply with the Union's constitution and the laws governing PAC's in the State of Maryland.

## **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 Union, or the Union's State and/or National Affiliation 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 Union 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 Bulletin Boards.**

- (a) The County agrees to provide bulletin boards to the Union for the purpose of allowing the Union to inform its membership of Union business. The bulletin board locations shall be in the Debriefing Room in the Northern District and in the Debriefing Room at the Southern District. In addition, the County agrees to provide bulletin boards in the Education and Training Division, the Vice & Narcotics Division and the Community Outreach Building.
- (b) Material posted by the Union shall not violate criteria generally applicable to the posting of notices on County property. The Union agrees to provide copies of all notices being posted to the Chief of Police prior to the posting.
- (c) The Union shall continue to have use of the 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.
- (d) The Union shall have use of departmental email system for the purpose of allowing the Union to inform its membership of Union business and/or activities. The Union agrees to provide email postings to the Chief or his/her designee prior to posting.

### **Section 3.8. -Union Orientations/Briefings.**

- (a) With prior approval of the Education & Training Division Commander, the Union will be permitted a reasonable period of time to present a Union orientation to members of the Police Training Academy.
- (b) With prior approval of the appropriate Deputy Chief or designee, the Union will be permitted to make presentations, of reasonable length, to departmental personnel.
- (c) Notification: The County will provide the Union with the following information:
  - 1. The names, classification and assignment of all bargaining unit employees upon request.
  - 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.
  - 3. During an employee's orientation, the County Office of Human Resources will distribute information to the employee related to Article 2 - Authorized Dues and Service Fees Deductions of this Agreement.

### **Section 3.9. -Union President.**

- (a) Effective October 1, 2009, the Chief of Police shall grant the Union President the full-time assigned position of President of HCPOA Lodge 21 for the purpose of performing official union business. The Union President shall remain on the payroll of the Police Department and shall receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals, seniority and fringe benefits. It shall be the responsibility of the Union President to attend all mandatory training and maintain all MPTC certifications required of a Howard County Police Officer.
- (b) Upon mutual agreement between the Chief of Police and the Union President, the Union President may be assigned to a position within the Department to continue working in an official capacity as directed by the Chief. The Chief of Police reserves the right to assign the Union President to an active police position based upon exigent operational needs.

### **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) 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.
- (d) "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, including employees certified as K-9 officers who are assigned K-9 duties, shall continue to be assigned to work either a permanent day shift of 12 hours each on a 2/3, 2/2, 3/2 cycle of rotation with the three day block to always be on Friday, Saturday, and Sunday or a permanent night shift of 12 hours each on a 3/3 cycle of rotation.
- (b) All other employees will work a schedule that is mutually agreed upon by the Chief of Police and the Union. These schedules will be posted for a 12-month period and may be changed at any time by mutual agreement of both parties. If mutual agreement on revision to a schedule cannot be reached, then the existing schedule remains in effect. Upon the request of the Union, the employer shall provide the Union with copies of all work schedules not outlined in this agreement.
- (c) The workday shall include a paid meal period.
- (d) Personal copies of the 12-month schedule shall be distributed in lieu of posted schedules.
- (e) Change of schedules:
  1. 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 (Exhibit A).

2. An employee will be given ten (10) days' notice of any permanent change in his/her work schedule except that the 10 days' notice may be waived when mutually agreed upon by the Chief of Police or designee and the affected member with notification being made to the Union.
- (f) Employees designated to work a 12-hour shift schedule, that are assigned to attend training that may require less than 12 hours but a minimum of 8 hours, shall not be required to work the remaining hours of their assigned shift.

### **Section 5.3. – Patrol Shift Start Times.**

- (a) Patrol shift times (0630/0830 and 1830/2030) will be based on seniority as defined below. Shift start times will be effective June 30<sup>th</sup> of each year. All officers assigned to the platoon will submit their preference to their Watch Commander by June 1st. Watch Commanders will make notifications of shift start times by June 15th. During the year, requests for "Open" start times that may become available will be based on seniority, as defined below. When an officer is transferred into the platoon, and his/her preferred start time is not available, he/she will be assigned to the "Open" position. If two or more officers have equal seniority, choice will be decided by lottery.
- (b) Seniority will be determined by date of hire, as a Howard County Probationary Police Officer, at the platoon level.

## **ARTICLE 6 - LAYOFFS AND REHIRES**

### **Section 6.1. – Seniority.**

The Department and Union jointly agree to submit to the Labor Management Committee the topic of seniority. The Committee will study the seniority issues. This provision does not prevent the Union from proposing seniority as a bargaining topic if the Committee is not able to resolve issues associated with seniority.

### **Section 6.2. – Layoffs and Rehires.**

- (a) The County will continue its present policy governing the layoff of classified employees in accordance with the Howard County Employee Manual with the following exceptions as substitute for corresponding Employee Manual provisions:
  - (1) Only for the purpose of establishing retention registers, the classifications of Police Officer, Police Officer First Class and Police Corporal shall be considered as one classification
  - (2) For purposes of receiving points for months of service, only service as a uniformed Probationary Police Officer, Police Officer, Police Officer First Class and Police Corporal in Howard County shall count.
  - (3) If it is necessary to choose for layoff among two or more employees having the same number of retention points, the selection shall be made by the Chief. When the employee is notified of his/her layoff, the Chief will provide the employee and the Union with a written statement of the reasons for the selection of that employee.

- (4) Prior to layoff, a regular employee shall receive at least 30-calendar days' notice or pay in lieu thereof.
- (5) Probationary Police Officers who are laid off and who have completed the training academy and been certified shall have rehire rights and, for this purpose only, shall be deemed to have successfully completed their probationary period prior to layoff. Such employees shall be placed on a separate rehire list behind the rehire list which shall be maintained for employees who have completed the full eighteen-month probationary period.

## **ARTICLE 7- COMPENSATION**

### **Section 7.1.- Wage Adjustments.**

- (a) The salary scales for fiscal year 2021 are provided in Exhibit B1 and B2.
- (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) Paychecks: Employees will be paid for their regular hours in equal bi-weekly paychecks.
- (e) Effective the first pay period that includes January 1, 2021, each member shall receive a 2% across the board increase.

### **Section 7.2.- Salaries for Probationary Police Officers.**

- (a) Newly hired Police Probationary Officers (Academy Recruits) will begin at Step 1 (PO, Step 1), Exhibit B, Police Salary Schedule.
- (b) At the completion of 12 months of satisfactory performance, these employees will move to PO, Step 2. Probationary Officers will remain on probation until their (18) months of satisfactory performance has been completed. A document (evaluation) will be completed by their supervisor documenting satisfactory performance and release from probation. Officers will not advance on the pay scale until they reach 24months of service, PO, Step 3.  
  
Officers will continue to move through the pay scale incrementally based on the completion of 12 months of service (12, 24, 36 months, etc) in accordance with Section 7.4 "Annual Step Increments".
- (c) Anniversary dates will be based on the employee's date of hire unless abridged by loss of creditable service in accordance with Section 7.4. "Annual Step Increments".

### **Section 7.3. -Longevity Increments.**

- (a) Employees who complete years 15, 16, 17, 18, and 19 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 increment 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.
- (c) Effective July 1, 2020, employees who complete year 13 shall receive 1.5% increase to base.
- (d) Effective July 1, 2020, employees who complete 14 years pf Howard County Service shall receive a 1.75% longevity increase (see attached scale).
- (e) Effective July 1, 2020, employees who complete 20 years of Howard County service respectively, shall be entitled to receive a 4.00% longevity adjustment to their existing base salary. 4.00% shall be awarded at the conclusion of each year based on the attached pay scale (B-1).

**Section 7.4.- Annual Step Increments.**

- (a) Employees will move through the pay scale based on the completion of creditable months of service.
- (b) Creditable service means time spent as a sworn Police Officer and in the position as Police Officer (Probationary) in the Howard County Police Department. At the discretion of the Chief of Police, laterally appointed officers may receive up to three years comparable service as a sworn Police Officer in another Police Department. "Creditable Service" does not include time spent during unpaid breaks in service, time worked for which performance was rated less than satisfactory, paid leave that was not credited as service time for annual step increase purposes, or service in another police department other than Howard County.
- (c) For payroll slotting purposes only, any lateral officers hired after June 30, 2007 will be slotted into the pay scale, attached as Exhibit B. They will be slotted at step 1 of the "LAT" scale.
- (d) Before moving from one increment to the next, all employees must meet the standards of satisfactory performance established by the Chief of Police.
- (e) To receive a merit increase, all employees must meet the standards for satisfactory performance established by the Chief of Police.

**Section 7.5.- Police Officer 1st Class Rank.**

- (a) During the month of December of each year, the department will conduct testing for the rank of Police Officer 1st Class for those employees who will reach their third year of service as a police officer with the Howard County Police Department during the following calendar year. Upon reaching their third year of service and successfully passing the required test, the employees shall be placed at the minimum Police Officer 1st Class salary step or that step which mostly corresponds to a seven percent (7%) increase over their current base hourly rate.
- (b) If a Police Officer takes but fails to pass the test for Police Officer First Class, but otherwise meets or exceeds all applicable performance standards, the police officer will be placed at step PO4 (a 3.5% wage increase) of the salary schedule when he/she reaches his/her thirty-six (36) month anniversary. If the same Police Officer, then retakes and passes the test for Police Officer First Class he/she will be placed on that step of the Police Officer First Class pay scale which

corresponds to his/her completed months of service.

**Section 7.6. -Police Corporal.**

- (a) Those employees who have achieved the rank of Police Officer 1st Class with the Howard County Police Department, and who have held this rank for one year as of the date of testing, and whose last evaluation period indicated satisfactory performance, shall be eligible to take the examination for the rank of Police Corporal.
- (b) Employees taking the examination shall be placed on a qualifying register, which will be based on a testing process, which includes a written examination, panel interview, and writing/analytical assessment. The eligibility list created from the register shall be in rank order (highest to lowest scoring) and shall consist of eight employees. One additional candidate shall be added to the eligibility list for each additional vacancy.
- (c) Employees who are competitively promoted to the rank of Police Corporal shall be placed at the minimum Police Corporal salary step or that pay step which mostly corresponds to a seven percent (7%) increase over their current base hourly pay.

**Section 7.7.- Police Sergeant.**

- (a) Those employees who have achieved the rank of Police Corporal with the Howard County Police Department, and who have held this rank for one year as of the date of testing, and whose last evaluation period indicated satisfactory performance, shall be eligible to take the examination for the rank of Police Sergeant.
- (b) Employees taking the examination shall be placed on a qualifying register, which will be based on a testing process. The eligibility list created from the register shall be in rank order (highest to lowest scoring) and shall consist of eight employees. One additional candidate shall be added to the eligibility list for each additional vacancy.
- (c) Employees who are competitively promoted to the rank of Police Sergeant shall be placed at the minimum Police Sergeant salary step or that pay step which mostly corresponds to a seven percent (7%) increase over their current base hourly pay.

**Section 7.8. -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 7.9.- Compensation.**

Employees assigned to work in Patrol on the 12-hour patrol schedule shall be compensated on a time and one-half (1 ½) 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.

**Section 7.10.- Tech Corporal.**

A new Technical Corporal rank may be established at the discretion of the Chief of Police. The Technical Corporal pay rate will be based on the Corporal pay scale rate and will be only for the duration of the approved assignment. Once the assignment is changed or terminated, the officer will be placed on the PFC scale. If a Technical Corporal is promoted to Corporal, he/she will remain in the salary scale as a Corporal for as long as he/she

remains a Corporal.

## **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) 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 400 hours of unused compensatory time and carry over 360 hours from one year to another.
  - 4. Scheduling of 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 3% per hour.
- (b) 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 6% shift differential 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.

**Note:** The intent of subparagraph (c) is that Night Shift Patrol Officers will not be compensated the 6% 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) Members may pyramid "call-ins" as defined in Section 8.3(a). If a member completes a "call-in" assignment prior to the minimum four-hour pay period, they are eligible for a second period of "call-in" compensation if directed to report to the second "call-in" during the initial compensated period of time. No more than two call-in compensations may be paid within a four hour periods of off-duty time

**NOTE:** Completion of a "call-in" assignment means the member has cleared the assignment and is returning to or has returned to their normal off-duty activities. If the employee is still at work on the initial "call-in," and is requested to respond to a second assignment, overtime will continue to be paid as hours worked until the conclusion of the assignment or the start of the member's shift, with a minimum of four hours.

### **Section 8.4. - Court Time.**

- (a) When an officer is required to attend 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 an officer is required to report to work related 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 an officer 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. - Field Training Officer Compensation.**

- (a) Employees with five years or more of experience as a sworn Howard County Officer who are assigned a recruit/lateral for six hours or more will receive \$100 per diem. Employees with less than five year of experience who are assigned a recruit/lateral for six hours or more will receive \$50.00 per diem. Employees working less than six hours per day will receive no compensation, unless management initiated.
- (b) With supervisory approval, employees assigned FTO duties who do not have a PVSP/SAV shall be entitled to take their assigned line vehicle to and from work on their scheduled work days when they have a recruit/lateral employee assigned to them.

### **Section 8.6.- Temporary Duty Pay.**

- (a) Corporals who are officially designated to perform the full responsibilities of a job classification

title in a higher pay grade than their regular job classification title for three (3) consecutive days shall be paid for all hours worked in such higher pay grade. Temporary duty pay will be paid at either seven percent (7%) above the regular rate of pay or the minimum rate for the higher pay grade. 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 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 Chief of Police, a particular situation warrants that the assignment be made without respect to the minimum qualifications for the higher position.
  - 2. The assigned employee is able to perform all the normal duties expected of a person occupying that position.
  - 3. An employee assigned to a temporary acting position will retain all bargaining unit rights and benefits.

#### **Section 8.7.- Canine Pay.**

The premium pay described in this section will apply to employees certified as K-9 Officers who are assigned K-9 duties.

- (a) Except as provided below, a 45-minute portion of each workday and 45 minutes on each non-workday will be paid time for the purpose of transporting, feeding, grooming, exercising and otherwise caring for the dog;
- (b) On a paid leave day, there will be 45 minutes of paid time for the care of the dog. If the dog is kenneled, the employee will not receive the 45 minutes of paid time.
- (c) On an unpaid leave day, there will be 45 minutes of paid time for the care of the dog, unless the dog is kenneled.

#### **Section 8.8. -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 8.9.- 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 8.10. -No Duplication or Pyramiding of Premium Pay.**

There shall be no duplication or pyramiding in the computation of overtime or other premium wages, except as noted in Section 8.3(c) and Section 8.11 (b), 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 8.11.- Specialty Pay.**

- (a) Employees who are assigned to the following positions will be entitled to specialty pay at the following rates:
  - 1. (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 an additional \$1,000 annually if they have tested at a superior level of fluency in Spanish, Korean, or Chinese languages and have successfully

completed State requirements to become court certified. The Department will determine the number of court certified officers and the selection process for court certification eligibility.

2. Employees will be paid \$1,100 annual 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.
  3. \$1,350 annually to employees assigned to the following:
    - Criminal Investigations Bureau
    - Education and Training Division**
    - Computer Operations Section
    - Tactical Section
    - Traffic Enforcement Section
    - Aviation Program Observers
    - District Detectives
    - Drug Recognition Experts (DRE's).
    - Emergency Services Unit (ESU)**
    - Hostage Negotiators**
    - K-9 Trainer
    - Tactical Flight Officers (Full Time)
    - Repeat Offender Proactive Enforcement (ROPE)
    - 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
    - Employees who are trained and assigned to operate the Department's Small Unmanned Aircraft System
  4. In addition to the Specialty Pay in paragraph 3, \$2,500 annually to employees assigned to the following:
    - Full-time and decentralized Tactical Section
    - Repeat Offenders Proactive Enforcement (ROPE)
  5. \$550 annually to employees assigned to the following:
    - School Resource Officers
    - Special Assignment Section
    - Assistant K-9 Trainer
  6. \$330 annually to employees assigned to the following:
    - Public Information Office
  7. \$220 annually to employees assigned to the following:
    - Command Post Operators
    - Department's Honor Guard
    - Intoximeter 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 increase any existing specialty pay category amount at his discretion.

### **Section 8.12. -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. Schedule changes may be made in accordance with Exhibit A of this contract.

### **Section 8.13. - 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 8.14. - County Closing.**

In lieu of receiving an extra monetary benefit for working during an emergency event, 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, employees will receive 8 hours of vacation leave each fiscal year. The additional 8 hours of leave will be applied to the leave balance of every member on July 1st, regardless of whether the County closes for an unforeseen emergency during the year.

## **ARTICLE 9 - WORK ASSIGNMENTS**

### **Section 9.1.- Selection of Personnel For Work Assignments.**

- (a) The County agrees to provide the Union with its criteria for the selection of personnel for work assignments.
- (b) The County agrees to post notices of permanent transfer opportunities for a period of ten calendar days except in cases of an emergency. Notices will be posted in writing on the designated bulletin board in each Police facility. Notices will identify the specific position vacancy by the smallest organizational unit as defined in Admin-17, "Organizational Direction and Structure" in effect on the date of the posting.
- (c) The Police Personnel Division will compile a list of eligible applicants after expiration of the posting period. The list will be date-stamped on the day it is delivered to the appropriate Bureau Commander. In addition to selecting personnel for the advertised vacancy(ies), the list may be used for a period of ninety calendar days from the date of delivery to select personnel to fill additional vacancies occurring within the same organizational unit.
- (d) The Chief of Police may make appointments for positions of Administrative Officer inside the Office of the Chief. These positions do not require a formal posting process.

## **ARTICLE 10- 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 November 22, 2013. 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. Probationary employees



may not work private security until they have successfully completed the Field Training Program.

## **ARTICLE 11 - 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 11.1. -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) Members 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, members 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 Patrol/K-9 must take a day of annual leave, compensatory leave, or personal leave for each of those days.
- (d) Members who are permanently assigned to 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) Members who are permanently assigned to 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. Members assigned to Patrol/K-9, and normally scheduled and assigned to work on the Fourth of July holiday, will be credited the number of hours of annual leave equal to the number of hours they were required to work.
  2. Members assigned to Patrol/K-9, and on regular leave on the Fourth of July holiday who are required to work overtime on the Fourth of July holiday, will be credited a minimum of eight hours of annual leave plus any work hours extended beyond an eight hours shift.
  3. Members assigned to other than Patrol/K-9, (i.e. CIB, Youth Division, Traffic Management Division) who are required to work overtime on the Fourth of July holiday, will be credited a minimum of eight hours of annual leave plus any work hours extended beyond an eight-hour

shift.

- (g) Holiday pay will not be paid when an employee is on approved leave of absence without pay or when an employee is directed to report to work and fails to do so.

**Section 11.2. -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
6 <sup>th</sup> 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) Beginning July 1, 2008, 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) On December 31, 2001, employees leave banks will be converted from days to hours. Leave earned on or prior to December 31, 2001 shall be credited on the basis of one-day equals 12 hours. Leave earned after December 31, 2001 shall be computed on the basis of one-day equals 8 hours. After December 31, 2001, all leave usage will be charged in hours and based on hours used.
- (d) All other employees must use a minimum of 40 hour of annual leave during each Fiscal Year.
- (e) 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.
- (f) 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. Additionally, annual leave accruals will be converted to hours at the rate of one-day equals eight hours. Effective July 1, 2001, all leave accounting will be based on hours for both accrual and usage. A leave day shall be defined as those hours equal to one- fifth of the normal basic workweek, (40) forty hours. The current employee leave balances based on days shall be converted to hours using a factor of eight equals one day.

**Section 11.3. - 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.
- (f) Leave earned after December 31, 2001 shall be on the basis of one day equals eight hours. After December 31, 2001, all leave usage will be charged in hours and based on hours used.

**Section 11.4- 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.
- (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) Disability leave may be used for medical/dental/optical appointments; to the extent such appointments cannot be scheduled during non-working hours.
- (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 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 his provision is contingent upon continuing disability as certified by a physician of the County's choice.
- (k) 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.
- (l) Upon termination of employment for any reason, all disability leave accruals will be converted to hours at the rate of one day equals eight hours. Effective July 1, 2001, all leave accounting will be based on hours for both accrual and usage. A leave day shall be defined as those hours equal to one-fifth of the normal basic workweek of (40) forty hours. The current employee leave balances based on days shall be converted to hours using a factor of eight hours equals one day.

On 12/31/01, employees leave banks will be converted from days to hours. Leave earned on or before December 31, 2001 shall be credited on the basis of one day equals 12 hours. Leave earned after December 31, 2001 shall be credited on the basis of one-day equals eight hours. After December 31, 2001, all leave usage will be charged in hours and based on hours used.

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 11.4(1) above.

- (m) The Union has proposed raising Disability Leave accrual rates from 8 hours per month to 10 hours per month. The County agrees to submit the proposal to the retirement committee for further review as to the impact this proposal would have on the retirement system. If the retirement committee deems the impact manageable, the recommendation will be forwarded to the County Executive for approval or disapproval.

#### **Section 11.5. -Disability Leave Incentive Program.**

Incentive Program- The Department has established a Disability Leave Incentive Plan (Plan) effective July 1, 2003. Employees who did not utilize any disability leave for a six-month period shall be awarded one day of compensatory time, based on the officer's work schedule, with no award to exceed 12 hours in a six-month period or 24 hours in a one-year period.

#### **Section 11.6. - 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) Upon a bargaining unit member's separation from County service, the County agrees to transfer all of the members' unused disability leave to a special Police Disability Leave Account. This account will be managed by the Police Human Resources Bureau.
- (b) 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, leave from the Police Disability Leave account will be utilized first. If additional disability leave is required beyond the balance in the special disability leave account, a request for individual donations may be made.
- (d) A maximum of 800 hours of leave may be granted to an employee per Fiscal Year.

### **Section 11.7.- Workers' 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 11.8. -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 11.9.- Military Leave.**

- (a) **Rate** - Eligible members shall receive up to a maximum of 120 hours of paid leave.
- (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 11.10. -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. Up to two additional Bereavement Leave days may be granted for an out-of-state death; at the discretion of the Chief.
- (b) Additionally, upon the death of a brother-in-law, or sister-in-law, one day of bereavement leave may be granted. Bereavement leave shall not be deducted from any other leave earned by the employee.
- (c) 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.
- (d) 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 11.11.- 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 11.12.- Union Leave.**

- (a) The County shall annually grant HCPOA Lodge 21 two-hundred (200) 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 ninety-six (96) hours.
- (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.
- (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) All use of Union leave must be approved in writing, in advance, by the Chief of Police or his/her designee.

**Section 11.13.- Leave for Negotiations.**

Five members of HCPOA Lodge 21, 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 11.14.- Family and Medical Leave.**

All employees shall be entitled to the Family Leave Benefits set forth in the Howard County Employee Manual.

**ARTICLE 12 - INSURANCE**

**Section 12.1.- 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, flexible spending accounts, and any other health insurance benefit programs at the same cost and basis as all other groups of County benefit eligible employees. This includes eligibility for participation, premium contribution rates, plan coverage, and all other terms and conditions as stipulated in each benefit's governing document.
- (b) The health insurance rates for Calendar Year 2020 are provided in Exhibit C.
- (c) The County agrees to include HCPOA Lodge 21 on any committee formed to study Health Care Insurance Costs and services.

**Section 12.2. - 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 annual salary but no less than thirty thousand dollars (\$30,000) in coverage.
- (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 13 -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 Police Officer's beneficiary if the officer dies in the line-of-duty. Line-of-duty shall be defined by the Chief of Police.

### **ARTICLE 14- 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 Officer may trade shifts with any other Patrol Officer. 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 15- 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 16- GRIEVANCE PROCEDURE**

**Section 16.1. - 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, 2009, 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 16.2. - 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 Howard County Employee Manual.

**Section 16.3. - Time Limitations.**

- (a) Notice of the intent to file a grievance under this Article must be given in writing to his/her Deputy Chief within 14 calendar days after it arises. The actual grievance must be filed within 30 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 16.4.- 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 Chiefs 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 16.5. - 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 17 - L.E.O.B.R. DISCIPLINARY PROCEDURES**

### **Section 17.1.- 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 30 days in advance of the hearing.
- (b) The County will provide copies of statements that have already been transcribed.

### **Section 17.2. - Composition of Hearing Boards.**

- (a) An Officer 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 Officer and management may each use up to two challenges in the selection of the Hearing Officer. Prior to the lottery selection, management and the officer may preemptively strike commanders from the lottery pool if both parties agree that the specific commander(s) should be removed.
- (b) All other charges will be heard before a three-person hearing board composed of a Lieutenant or Captain, a Sergeant and a peer of the accused. Each person shall be chosen by lottery. The Officer and management may use up to two challenges in the selection of each individual hearing board member. Prior to the lottery selection, management and the officer may preemptively strike a person(s) from the lottery pool if both parties agree that the specific person(s) should be removed.
- (c) All other charges will be heard before a three- p e r s o n hearing board composed of a Lieutenant or Captain, a Sergeant and a peer of the accused. Each person shall be chosen by lottery.

### **Section 17.3. -Final Decision.**

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

### **Section 17.4 – Criminal Charges.**

- (a) Employees who have been suspended without pay due to criminal charges shall be eligible for back pay under the following conditions:
  - 1. The employee is found not guilty of all criminal charges; and
  - 2. The results of an LEOBR hearing board does not result in the termination of the employee.
  - 3. If these conditions are met, the county agrees to reimburse the employee for lost pay during the suspension period

### **Section 17.5. – Disciplinary Matrix.**

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

## **ARTICLE 18 - PERSONNEL FILES**

### **Section 18.1. - 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 18.2. - 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 18.3. -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 19 -SUBSTANCE ABUSE TESTING**

Bargaining unit members shall adhere to Admin 34, ADM-34, (Exhibit D of this Agreement), 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. Additionally, drug testing levels, both initial and confirmatory, are based on mandatory guidelines for Federal workplace drug testing as determined by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. From this point forward, the drug testing levels of ADM-34 will be linked to those specified by the mandatory guidelines for Federal workplace drug testing and changes in said guidelines will result in an automatic update to the drug testing levels of ADM-34. The Union president will be notified of these changes before drug testing levels of ADM-34 are updated. 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 20 - 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 21 -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.
- (c) The County agrees to develop and implement a Take Home Car policy for officers who reside outside of the county.

## **ARTICLE 22 - 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 E).
- (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 E).
- (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) Within six months of an employee's request, the County shall inform the employee in writing of the cost to purchase eligibility service time for creditable service time, as well as the payment options available to the employee. The County will bear the costs associated with the production of this document.
- (e) During the second year of this agreement, the County will conduct a study on the fiscal impact of possible modifications to the current military benefit for new hires. The results of the study will be shared with the Union.
- (f) The County agrees to work with FOP Lodge 21 and FOP Lodge 143 to conduct an actuarial study to determine the following:
  - 1. Present Cost of Military Service Credit;
  - 2. Cost of inclusion of joint and survivor pension eligibility with no benefit offset to the retiree;
  - 3. Increasing accumulated sick-leave retirement benefit to 5% pension service credit.

The actuary study will determine cost of each item and calculate the increase in active member contribution to keep the changes cost neutral to the County. Upon completion of the study, the parties will review the results to determine the feasibility of the proposed changes. In the event that the parties agree, a proposal will be presented to the County Executive for his review and approval no later than January 30, 2020. In the event that the County Executive approves the proposal, and both groups ratify the change, the County will sponsor and support legislation adopting the program. The County will pay for 50% of the actuarial study and the Unions will pay the remaining 50%, the per Union share to be determined by mutual agreement of the Unions. It is the



intent of each party to have the initial study completed by November 1, 2019, contingent on the actuarial's agreement.

### **ARTICLE 23 - DEFERRED RETIREMENT OPTIONS PROGRAM (DROP)**

The County and Union agree to continue a cost neutral DROP.

### **ARTICLE 24 - 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 four representatives designated by the Chief of Police and four representatives designated by the Union President.
- (b) The committee will meet on an as-needed-basis to discuss any and all topics, which may affect bargaining unit members. Either side has the ability to request a meeting outside, or in addition to, the regularly scheduled meetings.
- (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.

### **ARTICLE 25 - NO STRIKE OR LOCKOUT CLAUSE**

#### **Section 25.1. -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 slowdown 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 25.2. - No Lockouts.**

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

**ARTICLE 26-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 27- 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 will be 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
60+	19	12	10	17:11

**FEMALES**

TEST	Sit-ups	Vertical Jump	Push-ups	1.5 Mile Run
20-29	32	14	15	15:32
30-39	25	12	11	16:43
40-49	20	9	9	17:38
50-59	14	7	7	19:43
60+	6	5.5	5	20:52

- (c) If employees pass two or fewer tests, they shall receive one hundred twenty-five dollars (\$125.00) for each testing component they pass. If employees pass three or more testing components, they shall receive one hundred fifty dollars (\$150.00) for each testing component. The maximum amount for passing all four components is six hundred dollars (\$600.00).
- (d) The HCPD FIT program fund will provide for an incentive bonus to employees who successfully complete three or more tests and demonstrate participation in all four tests. Employees will receive an additional four hundred dollars (\$400.00) maximum award per employee. The employee MUST successfully complete three or more tests and MUST give full participation in ALL four test events (participation = completion without successful passing performance). If the cost of the participation bonus exceeds the available undistributed funds, the participation bonus shall be reduced to match the available fund balance, however, the minimum incentive bonus will be no lower than \$100 for passing three tests and fully participates in all four tests.
- (e) 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.
- (f) The Physical Fitness Evaluation is part of the employer's overall Wellness Program. As such, the employer shall not include an employee's participation or lack of participation in an employee's job evaluation or personnel files at any level.
- (g) The Department will maintain a voluntary fitness program in accordance with General Order ADM 51 V. *VOLUNTARY FITNESS TESTING PROGRAM*.
- (h) The physical fitness tests shall be given annually with a minimum 90 days' notice to members. If an officer is on official no duty or light duty during the entire duration of the fall tests dates, then that officer, within 30 days of returning to full duty may contact the Commander for E & T who will set a test date for that officer.

**ARTICLE 28- DURATION AND FINALITY OF AGREEMENT**  
**ONE YEAR AGREEMENT**

- (a) This agreement shall become effective as of July 1, 2020 and remain in full force and effective until June 30, 2021.
- (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, 2020.

- (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 \_\_\_\_\_, 2020.

**FOR THE COUNTY:**

\_\_\_\_\_  
COUNTY EXECUTIVE  
Calvin Ball

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
Lonnie R. Robbins

\_\_\_\_\_  
CHIEF OF POLICE  
Lisa Myers

\_\_\_\_\_  
COUNTY SOLICITOR  
Gary Kuc

\_\_\_\_\_  
HUMAN RESOURCE ADMINISTRATOR  
Wanda S. Hutchinson

\_\_\_\_\_  
CHIEF NEGOTIATOR  
Sean Malone

\_\_\_\_\_  
TEAM MEMBER  
Janssen E. Evelyn

\_\_\_\_\_  
TEAM MEMBER  
John Peterson

\_\_\_\_\_  
TEAM MEMBER  
Dave Francis

\_\_\_\_\_  
TEAM MEMBER  
Major Thomas Ehart

\_\_\_\_\_  
TEAM MEMBER  
Captain Christopher Williams

Reviewing Attorney:

\_\_\_\_\_  
ASSISTANT COUNTY SOLICITOR  
Jamar Herry

**UNION (FOP 21):**

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PRESIDENT, LODGE 21  
James Flynn

---

CHIEF NEGOTIATOR  
Gary McLhinney

---

TEAM MEMBER  
Thomas Marello

---

TEAM MEMBER  
Erik Gillenwater

---

TEAM MEMBER  
Jonathan Campbell

---

TEAM MEMBER  
Corey Britton

---

TEAM MEMBER  
Allison Timmons

---

TEAM MEMBER  
Brandon Lapp

---

TEAM MEMBER  
Ronald Mabe

---

TEAM MEMBER  
Russell Burriss

---

TEAM MEMBER  
Zachary Cerrone

**EXHIBIT A**

**MEMORANDUM 92-02**

**DEPARTMENT OF POLICE**

DATE: March 17, 1992

TO: ALL POLICE DEPARTMENT MANAGERS

FROM: James N. Robey  
Chief of Police

RE: **TEMPORARY ADJUSTMENT OF SUBORDINATES' WORK SCHEDULES**

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In accordance with Article 5 of the Agreement between Howard County, Maryland and the Howard County Police Officers Association, work schedules may continue "... to be temporarily adjusted in order to meet the operational needs of the Department."

While this is an important managerial tool, which is required due to changing operational needs, it is also essential to consider the needs of our members and any impact, which a change would have on their personal life. Our members are the Department's most important assets. We must take into consideration any adverse impact or hardship which a temporary schedule change may have as they manage their job, family life and outside interests, including educational pursuits.

As operational needs arise which require temporary schedule changes, please review all your options in terms of their impact on the affected personnel. It is accepted that there will be inconveniences shared by all personnel as operational schedule changes are implemented. It is the supervisor's job to ensure that these inconveniences are minimized to assist our members in maintaining a normal and consistent work and family life.

**EHIXBIT B-1**

Exhibit B-1

Howard County, Maryland  
 Police Salary Schedule (HCPOA Lodge 21)  
 Including Laterally Hired Officers  
 Effective June 22, 2020

	1	2	3	4	5	6	7	8	9	10	11	12	13	13A	PL 14	PL 15	PL 16	PL 17	PL 18	PL 19	PL 20
Hire	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mo.	156 Mo.	168 mo	180 mo	192 mo	204 mo	216 mo	228 mo	240 mo	
PO	\$27.45	\$28.42	\$29.40	\$30.44	\$31.52	\$32.61	\$33.70	\$34.92	\$36.10	\$37.40	\$38.72	\$40.05	\$41.45	\$42.81	\$44.20	\$45.75	\$47.24	\$48.78	\$50.37	\$52.38	
	\$57,096	\$59,114	\$61,152	\$63,315	\$65,562	\$67,829	\$70,096	\$72,634	\$75,088	\$77,792	\$80,538	\$83,304	\$86,216	\$89,045	\$91,939	\$95,160	\$98,259	\$101,462	\$104,770	\$108,950	
LAT	\$29.40	\$30.44	\$31.52	\$32.61	\$33.70	\$34.92	\$36.10	\$37.40	\$38.72	\$40.05	\$41.45	\$42.81	\$44.20	\$45.64	\$47.12	\$48.65	\$50.23	\$52.24			
	\$61,152	\$63,315	\$65,562	\$67,829	\$70,096	\$72,634	\$75,088	\$77,792	\$80,538	\$83,304	\$86,216	\$89,045	\$91,936	\$94,931	\$98,010	\$101,192	\$104,478	\$108,659			
PFC			36 mos.	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mo.	156 Mo.	168 mo	180 mo	192 mo	204 mo	216 mo	228 mo	240 mo	
			\$31.52	\$32.61	\$33.70	\$34.92	\$36.10	\$37.40	\$38.72	\$40.05	\$41.45	\$42.89	\$45.53	\$44.29	\$45.75	\$47.22	\$48.76	\$50.34	\$51.98	\$54.06	
			\$65,562	\$67,829	\$70,096	\$72,634	\$75,088	\$77,792	\$80,538	\$83,304	\$86,216	\$89,211	\$90,542	\$92,123	\$95,160	\$98,218	\$101,421	\$104,707	\$108,118	\$112,445	
LAT			\$33.70	\$34.92	\$36.10	\$37.40	\$38.72	\$40.05	\$41.45	\$42.89	\$44.29	\$45.75	\$47.22	\$48.76	\$50.34	\$51.98	\$54.06				
			\$70,096	\$72,634	\$75,088	\$77,792	\$80,538	\$83,304	\$86,216	\$89,211	\$89,211	\$90,542	\$92,123	\$95,160	\$98,218	\$101,421	\$104,707	\$108,118	\$112,445		
Corp			48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mo.	156 Mo.	168 mo	180 mo	192 mo	204 mo	216 mo	228 mo	240 mo		
			\$34.92	\$36.10	\$37.40	\$38.72	\$40.05	\$41.45	\$42.89	\$44.40	\$45.98	\$46.67	\$47.49	\$49.00	\$50.61	\$52.26	\$53.95	\$55.70	\$57.93		
			\$72,634	\$75,088	\$77,792	\$80,538	\$83,304	\$86,216	\$89,211	\$92,352	\$95,638	\$97,074	\$98,779	\$101,920	\$105,269	\$108,701	\$112,216	\$115,856	\$120,494		
LAT			\$37.40	\$38.72	\$40.05	\$41.45	\$42.89	\$44.40	\$45.98	\$46.67	\$47.49	\$49.00	\$50.61	\$52.26	\$53.95	\$55.70	\$57.93				
			\$77,792	\$80,538	\$83,304	\$86,216	\$89,211	\$92,352	\$95,638	\$97,074	\$98,779	\$101,920	\$105,269	\$108,701	\$112,216	\$115,856	\$120,494				



**EXHIBIT B-2**

Exhibit B-2

Howard County, Maryland  
Police Salary Schedule (HCPA Lodge 21)

Including Laterally Hired Officers  
Effective December 21, 2020

	1	2	3	4	5	6	7	8	9	10	11	12	13	13A	PL 14	PL 15	PL 16	PL 17	PL 18	PL 19	PL 20
Hire	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mo	156 Mo.	168 mo	180 mo	192 mo	204 mo	216 mo	228 mo	240 mo	
PO	\$28.00	\$28.98	\$29.99	\$31.04	\$32.13	\$33.25	\$34.41	\$35.61	\$36.86	\$38.15	\$39.49	\$40.87	\$42.30	\$43.68	\$45.10	\$46.57	\$48.08	\$49.64	\$51.25	\$53.30	
	\$58,240	\$60,278	\$62,379	\$64,563	\$66,830	\$69,160	\$71,573	\$74,069	\$76,669	\$79,352	\$82,139	\$85,010	\$87,984	\$90,854	\$93,808	\$96,866	\$100,006	\$103,251	\$106,600	\$110,864	
LAT	\$29.99	\$31.04	\$32.13	\$33.25	\$34.41	\$35.61	\$36.86	\$38.15	\$39.49	\$40.87	\$42.30	\$43.68	\$45.10	\$46.57	\$48.08	\$49.64	\$51.25	\$53.30			
	\$62,379	\$64,563	\$66,830	\$69,160	\$71,573	\$74,069	\$76,669	\$79,352	\$82,139	\$85,010	\$87,984	\$90,854	\$93,808	\$96,866	\$100,006	\$103,251	\$106,600	\$110,864			
PFC	36 mos.	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mo	156 Mo.	168 mo	180 mo	192 mo	204 mo	216 mo	228 mo	240 mo			
	\$32.15	\$33.28	\$34.44	\$35.65	\$36.90	\$38.19	\$39.53	\$40.91	\$42.34	\$43.82	\$44.48	\$45.26	\$46.73	\$48.25	\$49.82	\$51.44	\$53.11	\$55.23			
	\$66,872	\$69,222	\$71,635	\$74,152	\$76,752	\$79,435	\$82,222	\$85,093	\$88,067	\$91,146	\$92,518	\$94,141	\$97,198	\$100,360	\$103,626	\$106,995	\$110,469	\$114,878			
LAT	\$34.44	\$35.65	\$36.90	\$38.19	\$39.53	\$40.91	\$42.34	\$43.82	\$44.48	\$45.26	\$46.73	\$48.25	\$49.82	\$51.44	\$53.11	\$55.23					
	\$71,635	\$74,152	\$76,752	\$79,435	\$82,222	\$85,093	\$88,067	\$91,146	\$92,518	\$94,141	\$97,198	\$100,360	\$103,626	\$106,995	\$110,469	\$114,878					
Corp	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mo	156 Mo.	168 mo	180 mo	192 mo	204 mo	216 mo	228 mo	240 mo				
	\$35.62	\$36.87	\$38.16	\$39.50	\$40.88	\$42.31	\$43.79	\$45.32	\$46.91	\$47.61	\$48.44	\$50.01	\$51.64	\$53.32	\$55.05	\$56.84	\$59.11				
	\$74,090	\$76,690	\$79,373	\$82,160	\$85,030	\$88,005	\$91,083	\$94,266	\$97,573	\$99,029	\$100,755	\$104,021	\$107,411	\$110,906	\$114,504	\$118,227	\$122,949				
LAT	\$38.16	\$39.50	\$40.88	\$42.31	\$43.79	\$45.32	\$46.91	\$48.44	\$50.01	\$51.64	\$53.32	\$55.05	\$56.84	\$59.11							
	\$79,373	\$82,160	\$85,030	\$88,005	\$91,083	\$94,266	\$97,573	\$99,029	\$100,755	\$104,021	\$107,411	\$110,906	\$114,504	\$118,227	\$122,949						

**EXHIBIT C- HEALTH INSURANCE**

**HOWARD COUNTY GOVERNMENT  
PLAN YEAR: JANUARY 1, 2020 - DECEMBER 31, 2020**

<b>PLAN OPTION &amp; ENROLLMENT TIER</b>	<b>2019 FULL MONTHLY PREMIUM</b>	<b>2019 FULL TIME EMPLOYEE Bi weekly contribution (24 pays)</b>	<b>2019 PART TIME EMPLOYEE Bi weekly contribution (24 pays)</b>
<b>Aetna Open Choice PPO</b>			
Employee	\$748.60	\$56.50	\$187.50
Employee & Child(ren)	\$1,310.05	\$98.50	\$328.00
Employee & Spouse	\$1,721.19	\$129.50	\$430.50
Family	\$2,133.52	\$160.50	\$533.50
<b>Aetna Open Access Select</b>			
Employee	\$634.05	\$32.00	\$159.00
Employee & Child(ren)	\$1,185.69	\$59.50	\$296.50
Employee & Spouse	\$1,158.33	\$73.00	\$365.00
Family	\$1,876.82	\$94.00	\$469.50
<b>Kaiser HMO</b>			
Employee	\$599.94	\$30.00	\$150.00
Employee & Child(ren)	\$1,139.88	\$57.00	\$285.00
Employee & Spouse	\$1,379.86	\$69.00	\$345.00
Family	\$1,799.81	\$90.00	\$450.00
<b>Delta Dental PPO Plus</b>			
Employee	\$33.46	\$9.00	\$9.00
Employee & Child(ren)	\$58.47	\$15.00	\$15.00
Employee & Spouse	\$76.93	\$19.50	\$19.50
Family	\$94.68	\$24.00	\$24.00
<b>Dominion Dental ePPO</b>			
Employee	\$15.02	\$4.00	\$4.00
Employee & Child(ren)	\$28.12	\$7.50	\$7.50
Employee & Spouse	\$28.12	\$7.50	\$7.50
Family	\$36.29	\$9.50	\$9.50

### Supplemental Life Insurance

Age on January 1st	Monthly Rate per \$1000 of coverage
Under 25	\$0.050
25-29	\$0.060
30-34	\$0.080
35-39	\$0.090
40-45	\$0.100
45-49	\$0.190
50-54	\$0.330
55-59	\$0.430
60-64	\$0.660
65-69	\$1.270
70+	\$2.060

### Dependent Life Insurance

\$20,000 benefit on spouse  
\$10,000 benefit on child(ren)

Rate is \$1.00 per pay

## **EXHIBIT D**



HOWARD COUNTY DEPARTMENT OF POLICE

# **GENERAL ORDER ADM-34 SUBSTANCE ABUSE POLICY**

EFFECTIVE OCTOBER 10, 2018

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This General Order contains the following numbered sections:

- I. POLICY
- II. DEFINITIONS
- III. POLICY APPLICATION
- IV. CAREGIVER
- V. DRUG AND ALCOHOL SCREENING
- VI. POLICY ADMINISTRATION
- VII. TESTING PROCEDURES
- VIII. TESTING RESULTS
- IX. CANCELLATION

### **I. POLICY**

The Howard County Department of Police (HCPD) seeks to ensure that public safety is not endangered because of substance abuse by HCPD members. The HCPD also seeks to ensure the safety of each of its members as they perform assigned duties and responsibilities. Recognizing that members who abuse substances on- or off-duty tend to be less productive, less reliable, and pose a greater threat to public and member safety, the HCPD is committed to maintaining a work environment that is untainted by substance abuse.

### **II. DEFINITIONS**

The following definitions apply in this policy, except as otherwise expressly provided or as necessary implication requires:

- A. Abuse
  - 1. Use of an illegal substance as defined in Section II.C. below.
  - 2. Use of prescription drugs in a manner other than that prescribed by a licensed physician or in a manner inconsistent with its medically prescribed or intended use, or under circumstances where use is not permitted.
  - 3. Use of non-prescription drugs in a manner other than that suggested by the manufacturer or as recommended by a physician that impairs job performance.
  - 4. Use of alcohol while performing one's duties or use of alcohol that impairs job performance.

5. Use or possession of alcohol contrary to the Criminal Laws of the State of Maryland.
  6. The intentional use of any substance, legal or illegal, that impairs job performance.
- B. Alcohol: Ethyl alcohol or ethanol.
- C. Drugs
1. All substances, narcotic and non-narcotic, that are subject to control under the Maryland Uniform Controlled Dangerous Substances Act (Schedule I-V) or the Federal Controlled Substances Act, and those non-controlled substances, inclusive, for which enforcement remedies are available pursuant to the Annotated Code of Maryland, Criminal Law Article, Title 5, sections 5-402 through 5-406.
  2. Any substance other than alcohol that may impair one's mental faculties, mood, and/or physical performance.
- D. Random testing
1. The manner of selecting individuals for drug testing from the total staff population within a department subject to testing so that each member of the staff population subject to testing has an equal chance to be selected for testing on each occasion random testing is undertaken.
  2. For purposes of this policy, a computerized random selection process beyond the control of members of Howard County, Maryland, will be utilized.
- E. Reasonable suspicion: The existence of facts and the rational inferences that may be drawn from such facts, or an objective base of knowledge sufficient to induce an ordinary, prudent, and cautious person under the same circumstances to believe that a person may be selling, purchasing, transferring, possessing, using, or abusing alcohol or drugs in any way that is illegal or a violation of this policy, or that a drug abuse test of a member will produce evidence of illegal use of drugs.
- F. Substance: Alcohol or drugs.
- G. Medical use of marijuana or cannabis
1. The acquisition; cultivation; possession; processing, to include the development of related products such as food, tinctures, aerosols, oils, or ointments; transfer; transportation; sale; distribution; dispensing; or administration of marijuana, for the benefit of qualifying patients in the treatment of debilitating medical conditions, or the symptoms thereof.
  2. The terms marijuana and cannabis will be used interchangeably and have the same meaning in this General Order.
- H. Qualified patient: A person of any age who has registered or been registered with the Maryland Medical Cannabis Commission (MMCC) for the purpose of obtaining medical cannabis for his personal use and who has been provided a written certification from a registered Provider.
- I. Caregiver
1. A person who is at least twenty-one (21) years of age who must complete the MMCC's multi-step registration process to become a Qualified Caregiver.
  2. Caregivers may be in possession of medical cannabis for delivery purposes.

- J. Provider
  - 1. A licensed medical professional who has registered with the MMCC to issue medical cannabis certifications.
  - 2. A provider may be a physician, dentist, podiatrist, certified nurse practitioner, or a nurse midwife.

K. Registration card

- 1. A personal identification card issued by the MMCC to a qualified patient or caregiver. The registration card shall verify that an MMCC registered provider has provided a written certification to the qualified patient or that a patient has designated the individual as a personal caregiver.

Patients are not required to possess a registration card.

- 1. The registration card shall identify the qualified patient or caregiver's name, date of birth, MMCC identification number, include a recent color photo of the patient or caregiver, and contain a custom hologram on the front of the card.

- L. Immediate family member: A spouse, domestic partner, parent, step-parent, child, step-child, sibling, step-sibling, grandparent, or grandchild. Other family members may be approved by the Chief of Police.

### III. POLICY APPLICATION

- A. All members will adhere to the following requirements. No member shall:

- 1. Manufacture, cultivate, distribute, dispense, possess, purchase, transfer, or use drugs as defined in Section II.C.1, or abuse alcohol or prescription drugs in any manner that is contrary to the laws of the State of Maryland, on- or off-duty. The only exception to this rule is a member who is the registered caregiver of a registered patient who is an immediate family member. The member may possess and/or distribute any form of properly certified and labeled medical cannabis to that registered patient.
- 2. Report to work or be at work or on-duty while under the influence of drugs or alcohol.
- 3. Consume alcohol while in uniform, displaying the insignia of the HCPD, or while operating a County owned vehicle.
- 4. Abuse alcohol as defined in section VIII.F. of this General Order while in an on-call status for duty as an employee of the HCPD.

- B. No HCPD member may abuse a substance as defined in this Substance Abuse Policy.

- C. HCPD members who are convicted of off-the-job drug or criminal alcohol offenses will be in violation of this policy.

- D. HCPD members must report any Controlled Dangerous Substance (CDS) related civil or criminal charges to their immediate supervisor within twenty-four (24) hours of that arrest.

- E. All members shall cooperate fully with law enforcement authorities in the investigation and prosecution of illegal drug or alcohol use.

- F. Members may use alcohol while on-duty when involved in approved covert operations, but only when supervisory approval for such use is obtained. Moderation will be maintained at all times in these circumstances.

- G. Members shall not, on- or off-duty, ingest, use or otherwise consume marijuana, THC, or any other cannabis by-product, even if certified by a provider.

#### IV. CAREGIVER

- A. Any member of the HCPD who has applied for, intends to apply for, has received, or has been denied a card as a caregiver under the MMCC, as permitted in this General Order, shall immediately notify the Chief of Police in writing, through their chain of command, of any such action.
- B. The following restrictions shall apply:
  - 1. The member shall not use any departmental vehicle while in possession or during the transportation of medical cannabis.
  - 2. The member shall not be armed with any department-issued or personally owned firearm, Conducted Electrical Weapon (CEW), or any other weapons system while in possession of or during the transportation of medical cannabis.
  - 3. The member shall not display any form of departmental clothing, departmental identification, or departmentally issued equipment while in possession of or during the transportation of medical cannabis.
- C. Any member of the department who has any person living within their residence that is considered under the MMCC to be a qualified patient or caregiver shall immediately notify the Chief of Police in writing, through the chain of command, indicating the person's name and what relationship the member has with the person.
- D. Caregivers must take all due precaution to avoid exposure to medical cannabis and are subject to the same testing procedures outlined in this General Order and the levels referenced in Appendix A. Any exposure should be immediately reported to the member's supervisor.

#### V. DRUG AND ALCOHOL SCREENING

- A. All persons being promoted shall be subject to a drug screen, provided at no cost to the employee. A physical/medical examination may also be required, at no cost to the employee.
- B. A drug screen will be a basic part of any regularly scheduled physical/medical examination. Such tests and/or drug screens will be at no cost to the member.
- C. All members will be subject to random drug testing, at no cost to the member.
- D. Civilians assigned to the Property and Evidence Section and the Forensic Services Section will be subject to regular drug testing at no cost to the affected member.
- E. Where a reasonable suspicion of substance abuse exists, all members will be required to undergo drug and alcohol testing under direct observation and at no cost to the member.

#### VI. POLICY ADMINISTRATION

- A. The Chief of Police and the Personnel Officer are responsible for the adherence to and the implementation, enforcement, and monitoring of this policy.
- B. The Howard County Office of Human Resources will be responsible for the following:
  - 1. Sending notification of random screening examinations to the HCPD.
  - 2. Coordination of drug and alcohol screening, upon the request of the HCPD, when a

reasonable suspicion of substance abuse exists.

3. Development of contractual agreements with a collection center and a substance screening laboratory for the purpose of implementing this policy.
4. Coordination of the substance screening record keeping process.
5. Informing the Chief of Police of test results.

C. HCPD members shall:

1. Upon receipt of appropriate notification, report for urinalysis or breath test (Intoximeter or other state certified test procedure) at such time and place set forth in the notification.
2. Present their Departmental identification to personnel at the collection center designated by the County.
3. Complete all forms and provide all medical information related to the screening examination requested by personnel at the collection center designated by the County.
4. Immediately report to their supervisor any accidental exposure to any drug as defined within this General Order.
5. Immediately seek medical treatment when exposed to any drug as defined within this General Order.
6. Immediately write an administrative report to their supervisor when accidentally exposed to any drug as defined within this General Order.
7. Notify their supervisor, in writing, when taking prescription or non-prescription medications that may affect performance and/or behavior and identify the type of medication being taken as well as the effects which the medication may have on performance and/or behavior.

## VII. TESTING PROCEDURES

A. Drugs

1. The Department, through the County Personnel Officer, will utilize independent collection facilities and laboratories for all urinalysis testing to determine drug abuse under this policy. The County will utilize only those laboratories that are certified or approved under Section 17-214.1, Health General, Annotated Code of Maryland, and collection facilities and laboratories that follow guidelines promulgated by the U.S. Department of Health and Human Services and the National Institute on Drug Abuse (NIDA).
2. Representatives of FOP Lodges 21 and 143 will be given notice thirty (30) days prior to a change in collection or laboratory contractors and will be given an opportunity to view the facilities of any new contractor selected by the County to provide collection or laboratory services related to the testing program.

B. Alcohol

1. Where a reasonable suspicion of alcohol abuse exists, a supervisor shall direct a member to take an Intoximeter or other blood test.
2. The test cannot be administered by a member of the same bargaining unit.
3. HCPD tests will be administered by a member certified in using the equipment who is at least one rank above the member being tested.



4. The Maryland State Police or other outside law enforcement agency or an appropriate medical facility may be utilized for this purpose, regardless of rank.
- C. Substances subject to testing
1. Random, promotional, and any regularly scheduled medical examination drug testing programs will test for marijuana, cocaine, opiates, phencyclidine, and amphetamines.
  2. When testing is conducted upon "reasonable suspicion," the HCPD may test for any substance.
- D. Testing Methodologies
1. Drugs
    - a. The initial tests will use immunoassay techniques outlined in the guidelines promulgated by the U.S. Department of Health and Human Services.
    - b. The confirmatory test will be Gas Chromatography-Mass Spectroscopy (GC-MS).
  2. Alcohol: Tests undertaken to determine alcohol abuse will utilize the Intoximeter test or other state certified test procedure techniques.
- E. Testing Levels will be determined by the Human Resources Bureau.

## VIII. TESTING RESULTS

- A. Test results will be forwarded by the independent laboratory to the Howard County Office of Human Resources where the results will be maintained in a confidential manner.
- B. The Howard County Office of Human Resources will advise the member being tested of a negative test result.
- C. The Howard County Office of Human Resources will advise the member being tested and the Chief of Police of any positive test results and that the tested has the right to request independent testing of the same sample taken from the member for verification of the presence of any prohibited substance by a laboratory certified and licensed in accordance with the laws of the State of Maryland and of the time period within which they must exercise such right.
- D. A member who refuses to be tested will be subject to discipline. Sworn officers will be subject to discipline in accordance with the Law Enforcement Officer's Bill of Rights (LEOBR), up to and including termination, and will be immediately removed from normal service and administratively assigned to duties which do not involve carrying a firearm or handling substances defined by this policy, pending the outcome of disciplinary proceedings.
- E. A member who tests positive for abuse of any drug will be subject to discipline. Sworn officers will be subject to discipline in accordance with the LEOBR, to include termination, and will be immediately removed from normal service and administratively assigned to duties which do not involve carrying a firearm or handling substances defined by this policy, pending the outcome of disciplinary proceedings.
- F. A member who tests positive for the abuse of alcohol will be subject to discipline.
  1. Any test result that reveals that there is .02 percent or more by weight of alcohol in the person's blood at the time of testing will be deemed positive.
  2. Sworn officers will be subject to discipline in accordance with the LEOBR, including termination, consistent with the member's work history, length of employment, current job


performance, past disciplinary actions, and job assignment.

G. A member who is convicted of off-the-job drug and/or criminal alcohol offenses will be subject to discipline. Sworn officers will be subject to discipline in accordance with the LEOBR, to include termination.

**IX. CANCELLATION**

This General Order cancels and replaces General Order ADM-34, entitled Substance Abuse Policy, dated June 1, 2007.

AUTHORITY:

  
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Gary L. Gardner  
Chief of Police

**EXHIBIT E**

**POLICE RETIREMENT BENEFIT**

**(EFFECTIVE JANUARY 1, 2002)**

<b>Years of Credible Service</b>	<b>Percentage of Compensation</b>
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.

PURSUANT TO Section 1.111 (e) of the Howard County Code, the following provisions of the Agreement, attachment to the Bill as Exhibit 1, between Howard County and the Howard County Police Officer's Association, Lodge 21, conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the Employee Manual:

1. Section 1.2. - Unit Description  
    Subsection (c)
2. Section 1.3. – Probationary Employees  
    Subsections (d), (e), and (f)
3. Article 2 – Authorized Dues
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 Bulletin Boards
9. Section 3.8. – Union Orientation/Briefings  
    Subsection (a), (b) and (c)
10. Section 3.9 -Union President
11. Article 5 – Hours of Worked
12. Article 6 – Layoffs and Rehires
13. Section 7.1 – Wage Adjustments
14. Section 7.3 – Longevity Increments
15. Section 7.4 - Annual Step Increments
16. Section 7.5 - Police Officer 1<sup>st</sup> Class Rank
17. Section 7.6 – Police Corporal  
    Subsection (b) and (c)
18. Section 7.7 – Police Sergeant  
    Subsection (b) and (c)
19. Section 7.10- Tech Corporal
20. Article 8 – Premium Pay
21. Section 9.1 – Selection of Personnel for Work Assignments
22. Article 10 – Secondary Employment

23. Section 11.1- Holidays  
    Subsection (b-f)
24. Section 11.2- Annual Leave  
    Subsection (a) and (d)
25. Section 11.4- Disability Leave  
    Subsection (c), (j), and (k)
26. Section 11.5- Disability Leave Incentive Program
27. Section 11.6- Disability Leave Donation
28. Section 11.9- Military Leave
29. Section 11.10 – Bereavement Leave  
    Subsection (a), (c), and (d)
30. Section 11.11 – Leave of Absence without Pay  
    Subsection (d)(2)
31. Section 11.12 – Union Leave
32. Section 11.13 – Leave for Negotiations
33. Section 12.1-Health Insurance  
    Subsection (c)
34. Section 12.2- Life Insurance  
    Subsection (b) and (d)
35. Article 13 - Death Benefits  
    Subsection (b) and (c)
36. Article 14- Trading of Shifts
37. Article 16 -Grievance Procedure
38. Section 17.4 -Criminal Charges
39. Section 17.5 -Disciplinary Matrix
40. Section 18.2 -Removal of Information
41. Section 18.3 -Employee Additions
42. Article 19 -Substance Abuse Testing
43. Article 21 -Take Home Vehicle
44. Article 22 - Howard County Police and Fire Retirement System  
    Subsection (d), (e), and (f)

45. Article 23 - Deferred Retirement Options Program (DROP)

46. Article 24 -Labor Management Committee

47. Article 27 -Physical Fitness Standards/Wellness Program

48. Article 28 -Duration and Finality of Agreement