

PREAMBLE

This AGREEMENT, made this 1st day of July 2020, between Howard County, Maryland, hereinafter referred to as the "County", and Howard County Police Supervisors' Alliance, hereinafter referred to, as the "Union," shall be effective as of July 1, 2020.

ARTICLE 7- COMPENSATION

Section 7.1.- Wage Adjustments.

- (a) The salary scales for fiscal year 2021-2023 are provided in Exhibits A1, A2, A3 and A4.
- (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.
- (f) **Effective the first pay** period that includes January 1, 2022, each member shall receive a 2% across the board increase.
- (g) **Effective the first pay** period that includes January 1, 2023, each member shall receive a 2% across the board increase.

Section 7.2. - Longevity Increments.

- (a) Employees who complete 14, 15, 16, 17, 18, 19 and 20 years 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) **Effective July 1, 2020**, employees who complete 20 years of Howard County service respectively, shall be entitled to receive a 3.75% longevity adjustment to their existing base salary. 3.75% shall be awarded at the conclusion of each year based on the attached pay scale.
- (c) **Effective July 1, 2021**, employees who complete 20 years of Howard County service respectively, shall be entitled to receive a 4% longevity adjustment to their

existing base salary. 4% shall be awarded at the conclusion of each year based on the attached pay schedule.

- (d) The longevity increments 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.

Section 7.3. -Annual Step Increments.

- (a) Employees will move through the pay scale based on the completion of creditable months of service.
- (b) Before moving from one increment to the next, all employees must meet the standards of satisfactory performance established by the Chief of Police.
- (c) To receive a merit increase, all employees must meet the standards for satisfactory performance established by the Chief of Police.
- (d) Effective FY2015, the pay scale will be adjusted at Step 9 to reflect 156 months.

Section 7.4.- 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 7.5. -XL Compensation.

Employees assigned to work in Patrol on the 12-hour patrol schedule or in the Communications Division shall be compensated on a time and one-half (112) 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 8.9.- 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 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 annually 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 \$2,000 annually to employees not assigned to Patrol or Communications as well as the following Specialty Assignments:

Drug Recognition Experts (DREs)

Emergency Services Unit (ESU)

ESV Operators

Hostage Negotiators

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, Pilot-in- Training, or Tactical Flight Observer.

Employees who are trained and assigned to operate the Department's Small Unmanned Aircraft System (sUAS)

4. In addition to the Specialty Pay in paragraph 3; \$2,500 annually to employees assigned to the following units:

Auto theft/Arson/Fraud/Forgery, Child Abuse, Domestic Violence, Internal Affairs, Narcotics, Property Crimes, Robbery, ROPE, Street Drug, Tactical, Traffic, Vice, Violent Crimes, and Warrants

5. \$220 annually to employees assigned to the following:

Command Post Operators

Department's Honor Guard

Intoximeter Operators

- (b) Employees who are assigned to Specialty Pay assignments during light-duty status are ineligible for corresponding Specialty Pay benefits.

*This does not apply to employees who are already permanently assigned to a particular Specialty Unit while on light duty status.

- (c) Specialty pay can be pyramided. Employees who qualify for more than one specialty pay will receive all specialty pay available to the employee.
- (d) **The Chief may** create additional Specialty Pay categories, add specialty groups or newly established pay categories or increase specialty pay, at the Chief's discretion and with the approval of the Chief Administrative Officer.

ARTICLE 9 - 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**. 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.

Section 10.10. -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.
- (b) Additionally, upon the death of a brother-in-law, or sister-in-law, one day of bereavement leave may be granted.
- (c) Bereavement leave shall not be deducted from any other leave earned by the employee. (d) Up to two additional Bereavement Leave days may be granted for an out-of-state death; at the discretion of the Chief **or designee**.
- (e) 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.
- (f) 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.

ARTICLE 25 -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 have been 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

FEMALES

TEST	Sit-ups	Vertical Jump	Push-ups	1.5 Mile Run
20-29	32	13.9	15	15:32
30-39	25	12	11	16:43
40-49	20	9	9	17:38
50-59	14	7.1	7	19:43

- (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. **Members will receive a minimum incentive bonus of \$100 for completing three and participating in 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, except as noted in (e) below.
- (f) The Physical Fitness Evaluation is part of the employer's overall Wellness program. Only positive results from annual physical fitness evaluations may be referenced in evaluations. Results may be added in the supervisor comments field and will not be added as to affect the employee's pars scoring. The employer shall not include an employee's 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 take place annually with a minimum 90-day notice to members. **If a member is on official no duty** or light duty during the entire duration of the annual test 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 member.

ARTICLE 26- DURATION AND FINALITY OF AGREEMENT

THREE YEAR AGREEMENT

- (a) This agreement shall become effective as of July 1, 2020 and remain in full force and effective until June 30, 2023.
- (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, 2022.
- (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.