

TENTATIVE SETTLEMENT AGREEMENT BETWEEN HOWARD COUNTY GOVERNMENT AND HCPOA LODGE 21

The sections below include the agreed upon changes to the existing memorandum of agreement between Howard County, Maryland and Howard County Police Officer's Association Lodge 21. All other sections of the contract not included in the changes below remain in effect and will be incorporated into the new agreement.

PREAMBLE

This AGREEMENT, made this 1st day of July 20~~19~~20, 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, 20~~19~~20.

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 7- COMPENSATION

Section 7.1.- Wage Adjustments.

- (a) The salary scales for fiscal year ~~2019-2020~~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 7.3. -Longevity Increments.

- (a) Employees who complete years ~~14~~, 15, 16, 17, 18, 19 and ~~20~~ 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 of 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).

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 ~~360~~400 -hours of unused compensatory time and carry over ~~this amount~~ 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 8.11.- 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.

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 201720 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.

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
<u>60+</u>	<u>19</u>	<u>12</u>	<u>10</u>	<u>17:11</u>

FEMALES

TEST	Sit-ups	Vertical Jump	Push-ups	1.5 Mile Run
20-29	32	13.9 <u>14</u>	15	15:32
30-39	25	12	11	16:43
40-49	20	9	9	17:38
50-59	14	7.4	7	19:43
<u>60+</u>	<u>6</u>	<u>5.5</u>	<u>5</u>	<u>20:52</u>

(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. ~~The incentive bonus will be eliminated if no available funds exist.~~

- (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 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 officer.

ARTICLE 28- DURATION AND FINALITY OF AGREEMENT

ONE YEAR AGREEMENT

- (a) This agreement shall become effective as of July 1, 2019~~20~~ and remain in full force and effective until June 30, 2020~~1~~.
- (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, 2019~~20~~.
- (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.

Tentatively agreed:

Sean Malone, Chief Negotiator
Howard County

Gary McLhinney, Chief Negotiator
Lodge 21