



Howard County

Internal Memorandum

SUBJECT: Council Testimony and Fiscal Impact
Statement – Council Bill No. 30 Re: Lodge 21

To: Lonnie Robbins
Chief Administrative Officer

Through: Todd Allen
Human Resources Administrator

From: Art Griffin
Chief, Classification and Pay

Date: May 29, 2009

The Administration supports and urges the passage of Council Bill 30, which relates to the approval of a multi-year agreement and the adoption of conflicting provisions contained in the negotiated collective bargaining agreement with the Howard County Police Officer's Alliance, Lodge 21 for fiscal years 2010 and 2011.

The bill is submitted to the County Council pursuant to Section 1.111(e) of the Howard County Code in order for the Council to approve agreed-upon provisions in the collective bargaining agreement that conflict with the personnel provisions of the County Code and the Employee Manual. The bill also seeks the Council's approval under Section 612 of the Howard County Charter because the agreement will be effective beyond the end of the fiscal year 2010 and includes compensation beyond fiscal year 2010.

The Bill's Exhibit A is the negotiated agreement in its entirety. Exhibit B to the bill contains all provisions determined to be in conflict and includes many that have been previously approved and not amended in this year's agreement. The purpose is to give the Council a comprehensive assessment of the differences between the collective bargaining agreement and the County's personnel provisions. Attached to this testimony is a list that summarizes the conflicting provisions that are new to this agreement as well as the other negotiated changes which do not conflict with existing Code or Employee Manual Provisions.

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The negotiated agreement with Lodge 21 provides that it will have a term from July 1, 2009 through June 30, 2011. The agreement includes the amount of compensation to be paid to members of Lodge 21 during fiscal year 2010 through the end of the agreement's term and other pay provisions as well. Because the agreement requires the payment by the County of funds from and appropriation beyond this fiscal year, it therefore is subject to the multi-year provisions of Section 612 of the Howard County Charter which requires Council approval of the agreement.

cc: Jennifer Sager

New Conflicting Provisions and Other Negotiated Changes FY 2010-11 - Lodge 21

Preamble

Change name denoting affiliation from International Union of Police Associations to The Howard County Police Officer's Alliance.

Article 3, Section 3:10 – Union President

Grants full time union leave to the President of Lodge 21

Article 6, Section 6.2 (a) 6. – Layoffs and Rehires

Provides layoff protection during the term of this agreement.

Article 6.3 Furloughs

Provides furlough protection during the term of this agreement.

Article 7, Section 7.1. (g) Wage Adjustments

For FY 2011, Lodge 21 will get a COLA equal to a COLA received by any other bargaining unit or General employees (excl. Fire Union, Fire management, and the Bd of Ed.)

Article 7, Section 7.1. (h) Wage Adjustments

Allows for the contract to be reopened in the second year should revenues increase or decrease by more than 2% during FY 2010.

Article 8, Section 8.8. (a) Holiday Pay

Adds the night shift on Christmas Day in receiving Premium Holiday Pay at 1.5 X the regular hourly rate.

Article 8, Section 8.8. (c) Holiday Pay

Adds Compensatory Leave and Personal Leave to Annual Leave among the types of leave that qualify for premium Holiday Pay when the employee is called in to work during Christmas Day or Thanksgiving Day.

Article 8, Section 8.9. (a) Clothing and Uniform Allowance

Increases the quarterly amount of clothing allowance to \$350 for full time business attire, \$300 for full time plainclothes, and \$150 for part time plainclothes.

Article 8, Section 8.11. (a) 1. Specialty Pay

Adds the Computer Operations Section to the groups receiving \$1,100 for specialty assignments.

Article 8, Section 8.11. (a) 2. Specialty Pay

Increases the language fluency premium to \$3,000 annually for Spanish, Korean or Chinese.

Article 8, Section 8.11. (a) 3. Specialty Pay

Adds a new category of \$1,100 annual premium pay for any other language as designated by the Chief.

Article 8, Section 8.11. (a) 7. Specialty Pay

Adds District Detectives and Project Lifesaver to the groups receiving \$550 annually for specialty assignments.

Article 8, Section 8.11. (a) 9. Specialty Pay

Adds the Emergency Services Unit to the groups receiving \$220 annually for specialty assignments.

Article 11, Section 11.1. (b) Holidays

Adds Compensatory Leave and Personal Leave to Annual Leave among the types of leave employees may elect to take on Holidays.

Article 11, Section 11.1. (d) Holidays

Allows employees in the Patrol/K-9 units to be credited with an additional 8 hours of Annual Leave when scheduled and required to work the dayshift of nightshift on Thanksgiving Day or Christmas Day.

Article 11, Section 11.1. (e) Holidays

Allows employees in the Patrol/K-9 units to be credited with additional Annual Leave in an amount equal to the number of hours actually worked when scheduled and required to work on Christmas Eve.

Article 11, Section 11.1. (f) Holidays

Allows employees in the Patrol/K-9 units, and certain other units, to be credited with additional Annual Leave when assigned to work on the Fourth of July Holiday, depending on assignment.

Article 11, Section 11.2. (a) Annual Leave

Adds one day of Annual Leave earnings to employees in years 11 through 15. Adds two days of Annual Leave for employees in years nineteen and above.

Article 16, Section 16.1. Scope

Broadens the list of personnel related actions which are "grieveable" and subject to arbitration.

Article 22(e) Howard County Police and Fire Retirement System

Following a request, the County must respond to an employee with the cost of purchasing additional service time, within six months.

Article 27 (a) Physical Fitness Standards/ Wellness Program

Revises the testing components of the Annual Physical Fitness Evaluation.