

**MEMORANDUM**

**OF**

**AGREEMENT**

**BETWEEN**

**HOWARD COUNTY, MARYLAND**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES**

**HOWARD COUNTY LOCAL 3080**

**COUNCIL 67, AFL-CIO**

**EFFECTIVE:**

**July 1, 2009      –      June 30, 2011**

|  |          |
|--|----------|
| PREAMBLE .....   | 1        |
| <b>ARTICLE 1 – RECOGNITION AND UNIT DESCRIPTION .....</b>                        | <b>1</b> |
| Section 1.1. – Recognition. ....   | 1        |
| Section 1.2. – Unit Description. ....  | 1        |
| Section 1.3. – Probationary Employees. ....                                      | 2        |
| <b>ARTICLE 2 – AUTHORIZED DUES DEDUCTIONS .....</b>                              | <b>2</b> |
| Section 2.1. – Employee Rights. ....   | 2        |
| Section 2.2. – Dues Deductions for Employees Who Join the Union. ....            | 2        |
| Section 2.3. – Service Fee for Employees Who are Not Members of the Union; ..... | 2        |
| Section 2.4. – Accounting. ....  | 3        |
| Section 2.5. – Dues or Service Fee Deductions. ....                              | 3        |
| Section 2.6. – Dues Authorization. ....  | 3        |
| Section 2.7. – Dues Deduction/Insufficient Pay. ....                             | 3        |
| Section 2.8. – Change in Dues. ....  | 3        |
| Section 2.9. – Indemnification. ....   | 4        |
| <b>ARTICLE 3 – RIGHTS OF UNIT MEMBERS/UNION REPRESENTATIVES .....</b>            | <b>4</b> |
| Section 3.1. – Selection of Representatives. ....                                | 4        |
| Section 3.2. – Non-Discrimination. ....  | 5        |
| Section 3.3. – Individual Representation. ....                                   | 5        |
| Section 3.4. – Union Visitation. ....  | 5        |
| Section 3.5. – Union Representation. ....  | 5        |
| Section 3.6. – Use of Bulletin Board. ....                                       | 5        |
| Section 3.7. – Union Office. ....  | 6        |
| Section 3.8. - Orientation For New Hires. ....                                   | 6        |
| <b>ARTICLE 4 – MANAGEMENT RIGHTS .....</b>                                       | <b>6</b> |
| <b>ARTICLE 5 – HOURS OF WORK .....</b>   | <b>7</b> |
| Section 5.1. – Regular Workweek. ....  | 7        |
| Section 5.2. – Work Schedules. ....  | 7        |
| Section 5.3. - Meal Breaks. ....   | 8        |

|  |           |
|--|-----------|
| <b>ARTICLE 6 – LAYOFFS and FURLOUGHS.....</b>                    | <b>8</b>  |
| <b>ARTICLE 7 – COMPENSATION .....</b>                            | <b>8</b>  |
| Section 7.1. – Roll Call Pay.....                                | 8         |
| Section 7.2 – Salary Scales; Increases. ....                     | 8         |
| Section 7.3 – Step Increments.....                               | 9         |
| <b>ARTICLE 8 - PREMIUM PAY.....</b>                              | <b>9</b>  |
| Section 8.1. - Shift Differential.....                           | 9         |
| Section 8.2. - Overtime. ....                                    | 9         |
| Section 8.3. - Call-in-Pay.....                                  | 11        |
| Section 8.4. - Inclement Weather.....                            | 11        |
| Section 8.5. - No Duplication or Pyramiding of Premium Pay. .... | 11        |
| Section 8.6. – Uniform Service.....                              | 12        |
| Section 8.7. – Emergency Closing.....                            | 12        |
| Section 8.8. – Acting Duty Pay.....                              | 13        |
| Section 8.9 – Court Time.....                                    | 13        |
| Section 8.10. – Specialty Pay.....                               | 13        |
| Section 8.11. – Longevity Pay. ....                              | 14        |
| <b>ARTICLE 9 -OPEB Study .....</b>                               | <b>14</b> |
| <b>ARTICLE 10 - LEAVE BENEFITS .....</b>                         | <b>14</b> |
| Section 10.1. - Holidays.....                                    | 14        |
| Section 10.2. - Annual Leave.....                                | 15        |
| Section 10.3. - Personal Leave.....                              | 16        |
| Section 10.4. – Disability Leave. ....                           | 16        |
| Section 10.5. – Workers’ Compensation Leave.....                 | 17        |
| Section 10.6. - Jury Leave.....                                  | 19        |
| Section 10.7. - Military Leave. ....                             | 19        |
| Section 10.8. - Bereavement Leave. ....                          | 19        |
| Section 10.9. Leave of Absence.....                              | 20        |
| Section 10.10. – Union Leave.....                                | 21        |

|  |           |
|--|-----------|
| <b>ARTICLE 11 - INSURANCE .....</b>                          | <b>21</b> |
| Section 11.1 - Health Insurance. ....                        | 21        |
| Section 11.2. - Life Insurance. ....                         | 22        |
| <b>ARTICLE 12 - PROTECTIVE CLOTHING AND UNIFORMS .....</b>   | <b>22</b> |
| <b>ARTICLE 13 - DEFINITIONS .....</b>                        | <b>22</b> |
| <b>ARTICLE 14 - GRIEVANCE PROCEDURE .....</b>                | <b>22</b> |
| Section 14.1. - Scope. ....                                  | 22        |
| Section 14.2. - Election of Remedies. ....                   | 22        |
| Section 14.3. - Time Limitations. ....                       | 22        |
| Section 14.4. – Procedural Steps.....                        | 23        |
| Section 14.5 – Grievance Procedure.....                      | 24        |
| Section 14.6 - Class Action Grievances.....                  | 24        |
| Section 14.7. - Other Conditions.....                        | 24        |
| <b>ARTICLE 15 – PERSONAL CORRESPONDENCE AND REPORTS.....</b> | <b>25</b> |
| Section 15.1. - Grievances. ....                             | 25        |
| Section 15.2. - Other Correspondence. ....                   | 25        |
| <b>ARTICLE 16 - PERSONNEL FILE .....</b>                     | <b>25</b> |
| Section 16.1. - Unit Member Access. ....                     | 25        |
| Section 16.2. - Removal of Information. ....                 | 25        |
| Section 16.3. - Unit Member Additions.....                   | 25        |
| <b>ARTICLE 17 - SAFETY .....</b>                             | <b>26</b> |
| <b>ARTICLE 18 – PROMOTIONS .....</b>                         | <b>26</b> |
| Section 18.1. - Filling Vacancies. ....                      | 26        |
| Section 18.2. - Work Standards - Trial Period.....           | 26        |
| Section 18.3. - Demotions.....                               | 26        |
| <b>ARTICLE 19 – LABOR/MANAGEMENT COMMITTEE .....</b>         | <b>26</b> |
| <b>ARTICLE 20 - P.E.O.P.L.E. DEDUCTION .....</b>             | <b>27</b> |
| <b>ARTICLE 21 – INMATE INFECTIOUS DISEASE CONTROL .....</b>  | <b>27</b> |
| <b>ARTICLE 22 – NO STRIKE OR LOCKOUT CLAUSE .....</b>        | <b>27</b> |

|   |           |
|---|-----------|
| Section 22.1. – No Strikes.....   | 27        |
| Section 22.2. - No Lockouts. ....   | 28        |
| <b>ARTICLE 23 - HOWARD COUNTY RETIREMENT PLAN FOR PARTICIPATING<br/>CORRECTIONS EMPLOYEES. ....</b> | <b>28</b> |
| <b>ARTICLE 24 – SAVINGS CLAUSE .....</b>  | <b>28</b> |
| <b>ARTICLE 25 - DURATION AND FINALITY OF AGREEMENT .....</b>  | <b>28</b> |
| <b>ARTICLE 26 – SUBMISSION TO THE COUNCIL .....</b>   | <b>30</b> |
| <b>EXHIBIT A.....</b>   | <b>31</b> |
| <b>EXHIBIT B.....</b>   | <b>32</b> |

## **PREAMBLE**

This **AGREEMENT**, entered into this 1<sup>st</sup> day of July, 2009 between Howard County, Maryland, hereinafter referred to as the “County”, and the American Federation of State, County and Municipal Employees, Howard County Local 3080, Council 67, AFL-CIO hereinafter referred to as the “Union”, shall be effective as of July 1, 2009.

**WHEREAS**, the County and the Union have as their intent and purpose to promote and improve the efficiency and quality of the public service provided by the County to the citizens of Howard County, Maryland; and

**WHEREAS**, the Union and the County agree that this goal can best be achieved through a harmonious relationship between them, in consideration of the mutual covenants and promises herewith contained, the County and the Union do hereby agree as follows.

### **ARTICLE 1 – RECOGNITION AND UNIT DESCRIPTION**

#### **Section 1.1. – Recognition.**

The County recognized 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, with respect to wages, hours, and other terms and conditions of employment.

#### **Section 1.2. – Unit Description.**

- (a) The unit shall consist of the following Public Safety positions of the Howard County Department of Corrections.

| <b><u>Classifications</u></b>              | <b><u>Grade</u></b> |
|--|---------------------|
| <b>2201 Correctional Officer - Dietary</b> | <b>G</b>            |
| <b>2205 Correctional Officer</b>           | <b>G</b>            |
| <b>2207 Correctional Corporal</b>          | <b>H</b>            |
| <b>2211 Correctional Sergeant</b>          | <b>I</b>            |

- (b) **Retitled Classifications.** In the event that any of the above listed classifications are retitled 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.**

Newly hired employees in classes covered in Section 1.2. above shall not be eligible for Union membership until they have successfully completed at least six months of a one-year probationary period. Additionally, at the completion of the initial six months of service, employees will be allowed to use accrued leave. All other aspects of a probationary period continue to apply. The Union shall have no right to bring a termination appeal on behalf of a probationary employee.

## **ARTICLE 2 – AUTHORIZED DUES DEDUCTIONS**

### **Section 2.1. – Employee Rights.**

No unit member is required to join the Union.

### **Section 2.2. – Dues Deductions for Employees Who Join the Union.**

The County agrees to deduct from the earnings of each unit member 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 unit member executing an authorization and 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 unit member is given to the County at least 30 days prior to the anniversary date of the authorization. An information copy of the notification to terminate dues deductions will be sent to the Union.

### **Section 2.3. – Service Fee for Employees Who are Not Members of the Union; Employees hired before and after April 16, 1992.**

- (a) Except as otherwise provided in this section, an employee covered by this Memorandum of Agreement who elects not to join the Union or who terminates Union membership, shall pay a service fee to the Union in an amount not to exceed the then current Union dues in order to defray the costs incurred by the Union in the negotiations, administration and implementation of the terms of the Agreement, and all

subsequent modifications and amendments, including related proceedings before an impasse panel or arbitrators in the processing of grievances, in the conduct of disciplinary proceedings and in the appeal thereof, and in any and all other proceedings and matters for which the Union is the employees' exclusive representative. In no case can the funds or any part thereof, be used for political purposes.

- (b) An employee hired before April 16, 1992 who never elected to join the Union does not have to pay the service fee under this section. Unit members who elect to join the Union and who terminate Union membership after April 16, 1992 shall pay the service fee under subsection (a) of this section.

#### **Section 2.4. – Accounting.**

Unit members paying service fees shall be entitled to an accounting from the Union upon request of any monies not used in servicing.

#### **Section 2.5. – Dues or Service Fee Deductions.**

The periodic dues/service fees deducted during any month from the pay of the unit members, pursuant to this Article, shall be remitted to the Union as soon as practicable after the close of the month.

#### **Section 2.6. – Dues Authorization.**

The authorization for deductions pursuant to this Article shall be made on a form supplied to the unit members by the Union, which has been approved by the County. The form of a proper Authorization Card is attached to this Agreement as Exhibit B. A deduction regarding any unit member shall not be made by the County during any month unless the authorization form, signed by the unit member, has been delivered to the County not later than the first day of the month in which the first deduction is to be made.

#### **Section 2.7. – Dues Deduction/Insufficient Pay.**

The County will not deduct the Union's dues/service fees when a unit member's net pay for the pay period involved is insufficient to cover the dues/service fees after other legal deductions have been made.

#### **Section 2.8. – Change in Dues.**

The amount of the dues/service fees deducted will remain the same until the Union certifies to the County, in writing, over the signature of an authorized officer of the Union, that it has been lawfully changed and what the new deduction will be each pay period. The County shall be notified at least two months in advance of the effective date of such a change.



### **Section 2.9. – Indemnification.**

The Union shall indemnify and save the County harmless of and from any and all claims, grievances, actions, suits or other forms of liability or damages arising out of, or by reason of, any action taken by the County for the purpose of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the County to the Union.

### **ARTICLE 3 – RIGHTS OF UNIT MEMBERS/UNION REPRESENTATIVES**

If the County determines that it is necessary to interview or conduct a fact-finding session with an employee, the employee shall be notified of the nature of the interview or fact-finding session and any specific allegations against the employee. The County and the Union agree that if an employee within the bargaining unit reasonably believes that any meeting may lead to disciplinary action being taken against the employee, the employee shall be entitled to Union representation. The Union representative shall have the right to meet in private with the subject employee prior to the interview or fact-finding session, the right to clarify questions asked during the interview or fact-finding session, to give advice to the subject employee and the ability to provide additional information at the end of the interview or fact-finding session. Representatives may not counsel employees to not answer questions or to give false information. The interview process may not be delayed because the subject employee requests a specific Union representative.

In the event that a member of the bargaining unit is being charged with a disciplinary action, the employee shall be given written notice of the specific charges 48 hours prior to any disciplinary meeting or hearing. Such notice shall include the names of witnesses and copies of all written reports that may be permissibly released under applicable law. Disciplinary action shall be defined as reprimands, suspensions, demotions, forfeiture of accrued leave, suspension of accrual rights, fines, and termination. All forms of disciplinary action may be processed through the Union Grievance Procedure.

If discipline results in a suspension, the unit member may choose the option of serving an unpaid suspension in lieu of loss of Annual Leave. The County reserves the right to impose an unpaid suspension from work at the County's discretion.

### **Section 3.1. – Selection of Representatives.**

Unit member representatives shall be selected in any manner determined by the Union from among those actively employed by the County. The Union shall furnish the County with a roster of local officers and shop stewards; the Union will keep the County informed in writing of any changes regarding these Union representatives. In no case shall the number of shop stewards exceed one (1) per work shift, but the Union may designate an alternate to represent the employees in the absence of the shop steward.

### **Section 3.2. – Non-Discrimination.**

The County and the Union shall not discriminate against any unit member because of race, sex, creed, religion, color, age, national origin, disability, occupation, marital status, political opinion, sexual orientation, personal appearance, affiliation, familial status, association or non-association, or his/her membership or non-membership in the Union.

### **Section 3.3. – Individual Representation.**

Unit members 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 unit member 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.**

Representatives of Council 67 AFSCME shall have reasonable access to the County Detention Center for the purpose of conferring with Union members. Permission of the Director or his/her designee is required for such access to the non-secured areas of the Detention Center when he/she is present; in his/her absence, the Shift Commander shall have the authority to grant such permission. The County shall not unreasonably withhold such access.

### **Section 3.5. – Union Representation.**

- (a) The County agrees to hear grievances filed by the Union on behalf of a unit member, 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 Step 1 as set forth in Article 13 of this Agreement on a paid basis. Two Union representatives employed by the County, to include the Union President, shall be permitted to attend grievance hearings at Step 2 and above on a paid basis, if held during their regular working hours. The County reserves the right at its option, after five days' notice to the Union, to schedule grievance hearings during non-work hours.
- (b) The Detention Center will continue its current policy of notifying unit members when disciplinary action by other than the immediate supervisor is being considered. Unit members shall be allowed a representative when such action is taken.

### **Section 3.6. – Use of Bulletin Board.**

The County agrees to provide a bulletin board to the Union for the purpose of allowing the Union to inform its membership of Union business. Such material shall not violate criteria generally

applicable to the posting of notices on County property; furthermore, the Union agrees to provide copies of all notices being posted to the Director and the Personnel Officer.

### **Section 3.7. – Union Office.**

The County shall provide a furnished office, including a telephone within the confines of the Detention Center. The purpose of this office shall be for storing records and conducting official Union business as provided for in this Agreement.

### **Section 3.8. - Orientation For New Hires.**

The President of the Union shall be provided with the names and hire dates for all new employees hired to positions within the bargaining unit. In addition, the Union president or his/her designee shall be permitted a ½ hour block of time to speak to all new hires during orientation. Such orientation shall take place while the employee is actively engaged in in-house pre-service training, and prior to the employee being assigned to a shift.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

The County shall retain the exclusive rights 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.

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:

- (a) To determine the purposes and objectives of each of the County's constituent offices and departments.
- (b) To set standards of services to be offered to the public.
- (c) To determine the methods, means, personnel and other resources by which the County's operations are to be conducted.
- (d) To exercise control and discretion over its organization and operations.
- (e) To direct its unit members.
- (f) To hire, promote, transfer, assign or retain unit members.

- (g) To establish work rules.
- (h) To demote, suspend, discharge or take any other appropriate disciplinary action against its unit members for just cause and in accordance with the County Charter and other applicable laws.
- (i) To relieve its unit members from duty because of lack of work or other legitimate reasons.
- (j) To determine the mission, budget, organization, number of unit members, number, type and grade of unit members 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.
- (k) To determine the qualifications of unit members for appointment, promotion, step increases, etc., and to set standards of performance, appearance and conduct.
- (l) To judge skill, ability, and physical fitness, and to create, eliminate, or consolidate job classifications, departments or operations.
- (m) To control and regulate the use of all equipment and other property of the County.
- (n) To set and change work hours.

## **ARTICLE 5 – HOURS OF WORK**

### **Section 5.1. – Regular Workweek.**

The regular workweek shall consist of forty (40) hours composed of five (5) eight (8) hour workdays, Monday through Sunday inclusive. The County reserves the right to implement an alternate forty-hour workweek. The County will consider the Union's recommendations regarding any change in the regular workweek before implementing any such changes. The County will give the Union five (5) days' notice before final implementation.

### **Section 5.2. – Work Schedules.**

Work schedules showing the unit members' shifts, workdays and hours shall be posted on the appropriate department bulletin board at all times. A unit member will be given fifteen (15) calendar days notice of permanent change in his/her work schedule.

### **Section 5.3. - Meal Breaks.**

The Detention Center administration will make every reasonable effort to relieve officers from their posts to eat meals. Employees shall have the option of eating a meal provided by the County or of bringing his/her own food to eat. Employees who work overtime in excess of four (4) hours shall be allowed a second meal period.

## **ARTICLE 6 – LAYOFFS and FURLOUGHS**

The County agrees to continue the following policy with respect to layoffs and furloughs:

- (a) The Director may lay off a regular or temporary unit member when the position to which the unit member has been assigned is abolished. No regular unit member shall be laid off while there is a temporary unit member in the same department performing duties for which the regular unit member is qualified.
- (b) The Director shall determine the order of layoff of unit members on the basis of their relative proficiency and length of service to the County.
- (c) Prior to a layoff, a regular unit member shall receive at least thirty (30) calendar days notice when practicable.
- (d) The Personnel Officer shall place the names of unit members who are laid off on the appropriate re-employment lists in accordance with the rules governing certification and appointment.
- (e) During Fiscal Year 2010-2011 (July 1, 2009 – June 30, 2011) no unit member shall be furloughed.

## **ARTICLE 7 – COMPENSATION**

### **Section 7.1. – Roll Call Pay.**

There shall be a 10-minute period appended to the start of each rotating shift for the purpose of roll call. Employees required to attend roll call shall be compensated for the 10 minutes at the rate of time and one half of their regular hourly rate.

### **Section 7.2 – Salary Scales; Increases.**

- (a) The salary scale for Fiscal Years 2010 & 2011 (July 1, 2009 through June 30, 2011) is provided in hereby attached Exhibit A.

- (b) Pay rates shall be adjusted on the first day of the pay period during which the effective date of the rate change occurs.

For FY 2011, should a COLA be granted to General employees or negotiated with another Howard County bargaining unit (to exclude IAFF Local 2000, Fire Managers, and the Board of Education) an equal COLA will be granted to this Unit.

### **Section 7.3 – Step Increments.**

Step increments under Exhibit A will be made annually to eligible employees. An employee who meets performance standards and who is eligible for a step increment shall receive the increment beginning on the first day of the pay period during which the employee's anniversary date occurs.

## **ARTICLE 8 - PREMIUM PAY**

### **Section 8.1. - Shift Differential.**

For those unit members who work a fixed shift, a shift differential shall be paid for hours worked as follows:

- (a) Unit members whose fixed shift begins from 3:00 PM through 8:59 PM shall receive a shift differential increment of five-percent (5%) over their base hourly rate of pay.
- (b) Unit members and Correctional Dietary Officers whose fixed shift begins from 9:00 PM through 4:59 AM shall receive a shift differential increment of seven and one-half percent (7 ½%) over their base hourly rate of pay.
- (c) Correctional Dietary Officers whose rotating shift begins at 4:00 AM shall be paid a shift differential increment of five percent (5%) over their base hourly rate of pay.

### **Section 8.2. - Overtime.**

All unit members will be paid overtime at the rate of time and one-half of their regular rate of pay for each hour, or fraction thereof, worked in excess of eight hours in any work day. Employees who are on military leave are eligible for overtime under this section.

Overtime shall be distributed on an equitable basis to qualified unit members whenever possible. When the Shift Leader recognizes the need for overtime staffing, he/she will make appropriate arrangements to ensure adequate staffing is provided using the following procedures:

- (a) The Shift Leader will determine which employees want to work voluntary overtime and establish a Voluntary Overtime Roster.
- (b) After the roster is completed, it will be the employee's responsibility to request the Shift Leader to add or delete their names from the roster.
- (c) When the need for overtime is determined in advance, first preference shall be given to on-duty shift personnel.
- (d) When the need for voluntary overtime is established two hours or more prior to the beginning of an on-coming shift:
  - (1) First preference shall be given to on-duty shift personnel.
  - (2) Second preference shall be given to off- duty personnel whose names are contained on the Voluntary Overtime Roster for the shift where the overtime is needed, where practical.
  - (3) Third preference shall be given to non-shift, off-duty personnel.
- (e) In instances when voluntary overtime is offered and refused by personnel whose names are contained on the Voluntary Overtime Roster, such refusal shall count the same as if the employee had worked the overtime, for the purposes of roster record keeping.
- (f) As a final alternative to mandatory overtime, sergeants may work voluntary overtime to cover a post that is normally staffed by a corporal or correctional officer.
- (g) Mandatory overtime will be utilized only as a last resort, and then, only after all other avenues have been exhausted. In this instance, the shift leader shall order on-duty staff to work the needed overtime on a mandatory basis. A Mandatory Overtime Roster shall be established and the names shall be listed, following in the same sequence as the Shift Leave Roster. The Mandatory Overtime Roster shall be posted in a conspicuous place. The ordering of on-duty personnel to work overtime shall be done on a rotating basis where practical. Mandatory overtime shall be distributed on an equitable basis, whenever possible.
- (h) Refusal to work mandatory overtime when ordered by the shift leader shall constitute grounds for disciplinary action. Once the shift has begun on the shift where overtime is mandated, it shall be the responsibility of the on-duty shift leader to make a reasonable effort to have the employee, who was ordered to work, relieved within four hours, when feasible, if he/she wants to be relieved.

- (i) Probationary employees may be utilized for overtime with prior approval of the Director or his/her designee on a case-by-case basis after ninety (90) days of employment.
- (j) An employee scheduled to work overtime that is not contiguous to the employee's shift shall receive a minimum of three (3) hours pay.
- (k) Employees working overtime on shifts that pay a shift differential shall receive the appropriate shift differential payment for all hours actually worked.

### **Section 8.3. - Call-in-Pay.**

Unit members called in to work hours which are not contiguous to their regular shift shall receive a minimum of four (4) hours pay at time and one half their regular rate. Pay shall start when they report to work.

### **Section 8.4. - Inclement Weather.**

- (a) This Section applies to all shifts during a calendar day, from 12:01 AM to 11:59 PM when liberal leave is in effect on that day during business hours for County Employees because of inclement weather.
- (b) During the time as described above, an employee:
  - (1) Shall report to work no later than one hour after the scheduled reporting time in order to be considered present for the full work period. Any time over the one-hour period shall be deducted from the employee's annual, personal, or compensatory leave balance or, if no leave is available, charged as leave without pay; and
  - (2) May not be required to use his or her personal vehicle to transport other employees to or from work.
- (c) During the time as described above, the County shall attempt to arrange transportation to and from work for employees who have difficulty traveling during a weather-related emergency. An employee who is provided transportation to work shall remain on pay status until the County provides transportation to, or within a reasonable distance from, the employee's home.

### **Section 8.5. - No Duplication or Pyramiding of Premium Pay.**

There shall be no duplication or pyramiding in the computation of overtime or other premium wages 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 a unit member, the unit member shall be paid for such time at the highest rate specified in any one applicable section, but the unit member shall not be entitled to additional pay for such time under any other section.

#### **Section 8.6. – Uniform Service.**

The Department shall provide a uniform service of up to an aggregate of \$32,000 per fiscal year and \$8,000 per quarter. Employees will be permitted to have three uniforms laundered weekly unless the cleaning budget for the quarter has been exceeded, in which case the number of uniforms permitted on a weekly basis will be reduced to two until such time as the total expenditures are within the allotted budget.

The cost of cleaning services for uniformed officers above the rank of Correctional Sergeant is not included in the quarterly review of expenditures. The quarterly review will be conducted by the Director or his/her designee, who will notify the Union if the quarterly budget has been exceeded and will provide to the Union, upon request, evidence of the actual expenditures.

#### **Section 8.7. – Emergency Closing.**

- (a)
  - (1) Some unit members will be required to work during an emergency, which is defined as an unforeseen event or an event requiring critical action, that results in the closing of County Offices for normal business operations.
  - (2) If this occurs, the County Executive or Chief Administrative Officer shall declare, in writing, the date and time the emergency began and ended.
  - (3) The declarations under paragraph (2) of this Subsection:
    - (i) Shall be only for the purpose of application of this Section; and
    - (ii) May be made retroactive or prospective.
- (b) An employee who is required to work during an event under Subsection (a) of this Section shall be paid time and one-half for all hours worked during the event.
- (c)
  - (1) Work under this section may potentially be performed outside of normal business hours.
  - (2) If the decision to close County Offices is made after the event has begun, the declaration under Subsection (a) of this Section may be made retroactive, and hours worked either before or after normal business hours shall be paid in accordance with Subsection (b) of this Section.

- (3) When County Offices are closed for business, all hours worked during the closure shall be paid in accordance with Subsection (b) of this Section.

#### **Section 8.8. – Acting Duty Pay.**

For the term of this Agreement, acting appointments will be as follows:

Unit members who have been appointed in an acting capacity to a higher graded position, shall be compensated for the hours worked in the higher grade at either the minimum base hourly rate of the higher grade or at five percent (5%) above their current base hourly rate, whichever is greater. Acting duty pay shall be subject to the following conditions:

- (a) The higher graded position is a bona fide vacancy or newly created position.
- (b) The unit member meets the minimum qualification for the higher graded position.
- (c) The unit member has the full responsibilities of the vacant or newly created position.
- (d) The appointing authority has submitted appropriate forms, signed by the unit member indicating the first and last day of the acting appointment.
- (e) Merit increases during the period of acting duty shall be to the unit member's permanent base hourly rate of pay.

#### **Section 8.9 – Court Time.**

When a unit member is required to make a work-related court appearance or summoned to give a work-related deposition during non-working hours, the employee will be paid at the appropriate overtime rate for all hours, with a minimum of three (3) hours.

#### **Section 8.10. – Specialty Pay.**

An employee who is assigned to the positions as contained in this section shall be paid the amounts as contained herein. Specialty pay may not be pyramided. If an employee qualifies for more than one specialty pay, the employee shall receive the highest specialty pay.

- (a) \$200 shall be paid annually to an employee (not to exceed 30) assigned to the Special Emergency Response Team (SERT).
- (b) \$500 shall be paid annually to an employee (not to exceed 3) who has tested fluent in a language designated by the Director and who provides translation services for department business. The criteria for fluency as determined by the Director will be predicated on a state, regional, or national evaluation instrument or a standard developed by an institution of higher education.

- (c) \$500 shall be paid annually to an employee (not to exceed 4) who performs duties as a Field Training Officer.

**Section 8.11. – Longevity Pay.**

An employee who has completed ten (10) years of continuous service with the Department of Corrections shall receive an additional \$.50 per hour, for all hours worked. Payment under this section does not apply to overtime calculations.

**ARTICLE 9 -OPEB Study**

The County agrees to study the opportunity for retiring employees to cash-out Annual Leave accruals into a pre-tax fund dedicated to paying the cost of continuing County health care benefit coverage.

**ARTICLE 10 - LEAVE BENEFITS**

**Section 10.1. - Holidays.**

- (a) All unit members shall be entitled to the following paid holidays:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| Washington's Birthday  | Veterans' Day          |
| Good Friday            | Thanksgiving Day       |
| Memorial Day           | Day After Thanksgiving |
| The Fourth of July     | Christmas Day          |

- (b) Unit members shall be credited with eight (8) hours of annual leave for each legal holiday as established above or by the County Executive. Holiday leave will be credited to the unit member's record after the date of the approved County holiday and shall be treated as earned annual leave.
- (c) Unit members shall receive pay at time and one-half (an additional halftime, in addition to being credited a day of leave earned) for hours actually worked Thanksgiving Day, Christmas Day, the Fourth of July, and Labor Day.

## **Section 10.2. - Annual Leave.**

- (a) After six continuous months of service, all unit members shall be entitled to use paid annual leave earned in accordance with the following schedule, which shall be accrued monthly:

| <b>Continuous Service</b>                           | <b>Vacation Accrual</b> |
|---|-------------------------|
| Appointment through 5 <sup>th</sup> year            | 13 days per year        |
| 6 <sup>th</sup> year through 10 <sup>th</sup> year  | 16 days per year        |
| 11 <sup>th</sup> year through 20 <sup>th</sup> year | 19 days per year        |
| 21 <sup>st</sup> year and above                     | 21 days per year        |

- (b) No more than forty (40) days of annual leave may be carried from one Fiscal Year to the next, except where a unit member is required to forego the use of annual leave because of a work emergency, in which case the County Administrator may permit the unit member to carry over an additional fifteen (15) days. Every unit member must use a minimum of five (5) days annual leave per Fiscal Year.
- (c) The rate of pay while a unit member is on annual leave shall be the regular straight time rate of pay for the unit member's regular job.
- (d) Requests for annual leave will be solicited and approved on a round basis by seniority, by shift. Leave requests of Sergeants will be approved separately from requests of Correctional Officers and Corporals. During each round, an employee may initially make a selection of a single block of leave. This block must be in contiguous days and not exceed ten (10) working days without the approval of the Deputy Director. After all other employees have been afforded an opportunity to select a block of days and open days remain, the selection process begins again with the most senior person. The rounds will be held as follows:
- \* Round One - Between December 1st and 15th for requests of annual leave for January, February, March, and April.
  - \* Round Two - Between April 1st and 15th for requests of annual leave for May, June, July, and August.
  - \* Round Three - Between August 1st and 15th for requests of annual leave for September, October, November, and December.
- (e) Any annual leave requests received after a round has closed will be processed and approved on an as-received basis. Such requests will receive a response from supervision within two (2) normal working days or less, exclusive of Saturday, Sunday and holidays after it has been received.

- (f) Unit members serving their initial six-month probationary period may only use those annual leave days accrued in lieu of holidays during their probationary period.

### **Section 10.3. - Personal Leave.**

- (a) Existing unit members shall receive forty-eight (48) hours of personal leave each calendar year.
- (b) Unit members hired after April 30th of the calendar year shall receive thirty-two (32) hours of personal leave for that year.
- (c) Unit members hired after August 31st of the calendar year shall receive sixteen (16) hours of personal leave for the year.
- (d) Unit members 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 can be approved in units of one hour.
- (f) Supervisors shall not unreasonably deny requests for Personal Leave. Personal Leave may be denied for legitimate operational needs.

### **Section 10.4. – Disability Leave.**

- (a) **Accrual** - Disability leave is accrued at the equivalent of one day per month.
- (b) **Authorization** - An employee is required to notify his/her immediate supervisor prior to the beginning of the employee's shift on the first day of the illness. The employee is required to keep the supervisor informed as to each subsequent day requiring absence.
- (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 (3) consecutive days, upon return to work he or she must submit a certificate to the supervisor from the treating physician or licensed practitioner, which describes the dates of treatment, and which contains 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.
- (g) Fathers may use up to three (3) days of disability leave related to the birth or adoption of a child.
- (h) Disability leave may be used for medical/dental/optical appointments; to the extent such appointments cannot be scheduled during non-working hours.
- (i) Disability leave may be carried over from one Fiscal Year to the next with no maximum carry over limitation.
- (j) 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.
- (k) When a unit member has been counseled regarding the use and possible abuse of disability leave and improvement has not been noted, the County may require that unit member to report to the County's physician each time he/she calls in sick to substantiate such absence. A unit member's failure to do so upon request will result in loss of pay and possible disciplinary action.
- (l) Unit members who have worked from July through June of each year of this Agreement, and accrued twelve (12) disability leave days during that period and have used two or fewer of these days during that same period for personal or family illness or physician's appointments may, at their option, cash in three (3) of their remaining days for two days pay.

**Section 10.5. – 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 job or modified duty; and their inability to work is supported by sufficient medical evidence.

- (b) **Medical Appointments** - Workers' Compensation Leave shall be authorized for medical appointments if the appointment is at the request of the County or its authorized claims adjuster or the appointment is with the designated medical provider selected by the County.
- (c) **Modified Duty** - Workers' Compensation Leave shall not be authorized if the employee has been offered a temporary modified duty position in accordance with medical restrictions.
- (d) **Rate** - An employee who suffers a compensable work related injury will receive full pay during the period he/she is disabled to a maximum of twelve (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 the Workers' Compensation Laws of Maryland.

In the event that the evaluations of the County approved medical provider and the employee's doctor are conflicting with respect to 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 mutual agreement of the parties. The cost of the independent 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 one year from the date of injury, subject to all other provisions of Maryland Worker's 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.

If at any time during the course of the claim, the employer requests an independent medical exam in accordance with Maryland Worker's Compensation Law, the provision allowing for a third opinion will not apply.

After twelve (12) months, an employee is eligible to receive only those benefits available under Maryland Workers' Compensation Law.

- (e) **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.

- (f) **Use of Accrued Leave** – If the employee’s Workers’ Compensation payments are not payable 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.

#### **Section 10.6. - 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 10.7. - Military Leave.**

- (a) **Rate** - Paid leave for hours equivalent to two times the employee’s standard weekly hours (maximum).
- (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 10.8. - Bereavement Leave.**

- (a) **Rate** - Up to three workdays will be granted.
- (b) **Authorization** - Upon learning of the need to use bereavement leave benefits, an employee must immediately notify his/her immediate supervisor. The employee’s department head is the final authority in granting bereavement leave requests.
- (c) **Limitations** - An employee will be granted up to three consecutive work days of



bereavement leave upon the death of his/her wife, husband, son, daughter, mother, father, brother, sister, parents-in-law, step-parents, grandparents or grandchild.

- (d) **Other Relatives** - An employee will be granted one day of bereavement leave upon the death of the employee's brother-in-law, sister-in-law, aunt, or uncle. The usage under this subsection may not exceed one (1) day per calendar year.
- (e) If an employee must travel in excess of 300 miles each way because of the death of a family member under Subsection (c) of this Section, the County shall grant a fourth bereavement leave day to the employee.

#### **Section 10.9. Leave of Absence.**

- (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 twelve (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.
- (1) **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.
- (2) 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.
- (3) **Requirements** - The following requirements or limitations apply to unpaid leave:
  - (i) An employee's request for a leave of absence without pay for valid purposes must be approved by the Personnel Officer.
  - (ii) Unpaid leave will not be granted unless the employee has exhausted his/her accrued annual and personal leave.
  - (iii) 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.

- (b) The President of the Union shall, at the request of the Union, be granted a one time leave of absence without pay of up to one year during the life of this contract. The County will guarantee re-employment in his/her current classification for a leave of up to ninety (90) days and to the extent possible reassign the individual to his/her exact former position. If during the 90-day period, the Director contemplates a staffing change, which may affect reassignment to the same position, the individual will be notified and given the option for an early return from leave of absence. For leaves of a greater period of time, the unit member may return to his/her regular classification or another classification provided that there is a vacant position and he/she meets the physical requirements and the current qualifications for that classification. If no position is available, he/she will be placed on the re-employment list. In any event, upon return to County employment, he/she will be placed at the same step in the salary scale as when his/her leave began or an equivalent step at another grade.

#### **Section 10.10. – Union Leave.**

- (a) The County agrees to [forty-five] Sixty Union leave days to be used for Union business each Fiscal Year. A request for Union leave must be submitted no later than 72 hours prior to the requested date of use. Approval will be based upon a written request from the Union outlining the purpose for the leave and attendee(s). If the Union leave is requested in order to attend a conference, seminar, or similar event, the request must include a copy of the event agenda or registration.
- (b) Time off for negotiations will be as agreed when the ground rules for negotiations are established each negotiating year.
- (c) Union leave shall not be charged for scheduled negotiating sessions.

### **ARTICLE 11 - INSURANCE**

#### **Section 11.1 - Health Insurance.**

- (a) During the term of this Agreement, employees electing medical coverage will receive one hundred and fifty dollars (\$150.00) in CountyFlex benefit dollars.
- (b) Any cost increase for any health care premiums for Local 3080 members for FY2010 - FY2011 will not exceed the increase in health care premiums for any other bargaining unit in Howard County Government or Howard County Public employees for FY2010 - FY2011. This provision does not apply to employees of the Howard County Public School System.

In the event that the County changes the Opt-Out Premium for Health Care, the new amount will be incorporated into the new agreement.

**Section 11.2. - Life Insurance.**

The County shall provide, at no cost to the employee, basic group life insurance coverage in an amount equal to two times (2x) annual salary.

**ARTICLE 12 - PROTECTIVE CLOTHING AND UNIFORMS**

The County will provide protective clothing, uniforms, and safety shoes. Safety shoes will be provided in accordance with Safety Footwear Program, Policy and Procedure No. 200.6. It shall be mandatory for unit members to wear the uniforms provided by the County.

**ARTICLE 13 - DEFINITIONS**

Discipline shall be defined as, written reprimands, suspension, demotion, forfeiture of accruals, fines, and termination.

**ARTICLE 14 - GRIEVANCE PROCEDURE**

**Section 14.1. - Scope.**

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. Grievances not covered by the scope of this Agreement may be filed in accordance with the Howard County Employee Manual.

**Section 14.2. - Election of Remedies.**

As an alternative to the grievance procedure set forth in this Article, and except for grievances related to suspension, demotion or forfeiture as defined in Section 14.4 below, a unit member may use the grievance procedure provided in the Howard County Employee Manual. A unit member may elect only one of these remedies, and by electing one procedure automatically waives the other.

**Section 14.3. - Time Limitations.**

A grievance covered by this Article must be presented promptly within ten (10) working days or two weeks 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 unit members.

All grievances shall be presented at the first step of this grievance procedure by the aggrieved unit members 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 unit member may appeal the grievance to the next step at the expiration of such time limit.

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 unit member, which answer shall be final and binding upon the aggrieved unit member or the Union.

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.

#### **Section 14.4. – Procedural Steps.**

##### **Step 1**

The aggrieved unit member, with or without his/her Union representative shall meet with the lowest level County supervisor capable of resolving the grievance to present the grievance orally. If that supervisor lacks the authority to resolve the grievance, he/she shall refer the Union or the unit member to the appropriate member of management. The lowest level supervisor capable of resolving the grievance shall attempt to satisfactorily adjust the matter and reply to the unit member or the Union orally within five (5) working days of the presentation of the grievance.

##### **Step 2**

In the event that the supervisor's decision at Step 1 is not satisfactory to the unit member or the Union, the unit member or the Union may, within five (5) working days from receipt of that supervisor's answer at Step 1, present the grievance to the Director in writing on a form to be supplied by the County. All grievances concerning suspension, discharge or forfeiture shall begin at this step. The Director or his/her designee shall arrange to meet with the unit member and/or the Union within five working days after receipt of the grievance, and shall reply to the grievance in writing to the unit member and/or the Union within five (5) working days of the meeting.

##### **Step 3**

In the event that the Director's decision is not satisfactory to the unit member or to the Union, the unit member or the Union may, within five working days from receipt of the Director's decision at Step 2, present the grievance form to the Personnel Officer. The Personnel Officer or his/her designee

shall arrange to meet with the unit member and/or Union within ten (10) working days after receipt of the grievance. The Personnel Officer shall reply to the grievance, in writing, to the unit member and/or the Union within ten (10) working days of the meeting.

#### **Step 4**

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. A grievance related to a suspension, demotion, termination, forfeiture of accruals or fines must proceed to Binding Arbitration. The Union shall serve written notice of its intention to proceed to binding arbitration upon the Personnel Officer within fourteen (14) calendar days of receipt of the Personnel Officer's decision at Step 3. 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. 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. The written decision of the arbitrator shall be rendered within thirty (30) days after the hearing and shall be final and binding upon the aggrieved unit member, the Union and the County. The cost of arbitration shall be shared equally by the County and the Union except that costs incurred in presenting or defending the grievance to the arbitrator shall be borne by the side incurring the expense.

#### **Section 14.5 – Grievance Procedure.**

Terminations shall go to binding arbitration, unless otherwise mutually agreed to by the Union and the County. Suspensions may go to binding arbitration or the Personnel Board. The employee must make a choice of grievance procedure or appeals procedure at the time the grievance is filed. The decision is irrevocable.

#### **Section 14.6 - Class Action Grievances.**

If such grievances affect a group or class of employees, involving two (2) or more employees, the Union may submit such grievances in writing to the Director. The processing of class action grievances shall commence at Step 2. The employee may elect to file an individual grievance and thus not participate in the Class Action Grievance.

#### **Section 14.7. - Other Conditions.**

If a unit member is given a directive by a supervisory authority, which he/she believes to be in conflict with a provision of this Agreement, the unit member shall comply with the directive at the time it is given and thereafter may exercise his/her right to grieve the matter. The unit member's compliance with such directive will not prejudice the unit member's right to file a grievance, nor will his/her compliance affect the resolution of the grievance.

The County may present a grievance to the Union, in writing, at Step 4 of this procedure provided that it has filed a notice of intent with the Union President. The notice of intent, outlining the details of the complaint, must be presented thirty (30) days prior to filing the demand for arbitration.

## **ARTICLE 15 – PERSONAL CORRESPONDENCE AND REPORTS**

### **Section 15.1. - Grievances.**

When a grievance is filed and a date and time for a hearing is scheduled, the unit member and the Union President shall be notified. After the grievance has been heard at each level, the above named individuals will be notified of the decision.

### **Section 15.2. - Other Correspondence.**

Unit members will be required to sign copies of all correspondence and reports provided them regarding counseling and possible disciplinary action. These documents will contain a statement indicating that their signature acknowledges receipt only and does not imply concurrence with its contents.

## **ARTICLE 16 - PERSONNEL FILE**

### **Section 16.1. - Unit Member Access.**

The Personnel Officer and the Director of Corrections shall permit inspection of a unit member's official and departmental personnel files as provided by law. All personnel records shall be treated as confidential information. Unit members with or without Union representation shall have access to their individual personnel files by prior appointment with the Personnel Office or the Department of Corrections. 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 16.2. - Removal of Information.**

Any correspondence related to disciplinary action may be removed from the unit member's personnel file if requested, in writing, by the unit member, provided two years have elapsed since the most recent entry. Any changes to the Howard County Employee Manual, which reduce time frames, agreed to in this Section will supersede the language of this Section.

### **Section 16.3. - Unit Member Additions.**

Unit members shall have the right to respond, in writing, to any information contained in their personnel file, which will be kept in said file.

## **ARTICLE 17 - SAFETY**

The County will continue to follow its current safety policy as set forth in the Risk Management Program, County Policy and Procedure 200.1.

## **ARTICLE 18 – PROMOTIONS**

### **Section 18.1. - Filling Vacancies.**

Vacancies in higher positions shall be filled by promotion, as far as practicable, from the lower classes, provided that the filling of such vacancy thereby will enhance governmental efficiency and be compatible with the intent and spirit of the County's Affirmative Action Program.

### **Section 18.2. - Work Standards - Trial Period.**

When a unit member has been promoted and does not meet departmental work standards in the higher position, he/she may be demoted prior to the end of the trial period, without prejudice, to a position in a class equal to the same pay level held prior to promotion. In such cases, his/her pay shall be restored to the rate, plus general pay plan changes, in effect as though the promotion had not been granted.

### **Section 18.3. - Demotions.**

In such cases, an effort shall be made to place the unit member being demoted in a vacant position so as not to interfere with those promotions, which were made possible by his/her promotion. A unit member who is selected and promoted to a vacant or newly created position and is rejected due to his/her inability to carry out the responsibilities of the new position, shall be assigned to a vacant or newly created position by the appointing authority, subject to Personnel Officer approval, at the same pay level held prior to promotion, plus general pay plan changes. In the event there is no available position of the same or comparable grade, the unit member's name will be placed on the re-employment list.

## **ARTICLE 19 – LABOR/MANAGEMENT COMMITTEE**

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 meet as frequently as necessary or at least quarterly at a mutually agreeable time to discuss issues, which may affect bargaining unit members.

## **ARTICLE 20 - P.E.O.P.L.E. DEDUCTION**

Unit members shall be allowed to have monies deducted, either once per year or per pay period, from their salary for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality). Such deductions shall be effectuated through an approved authorization form signed by the unit member.

## **ARTICLE 21 – INMATE INFECTIOUS DISEASE CONTROL**

The Detention Center's Infectious Disease Control Policy, #I-802, which provides directions on the housing and handling of inmates with suspected or confirmed infectious disease, shall be maintained and updated from time to time as required by medical authority. Further updating of the Policy may occur during this Agreement and the Union will be informed of the changes contemplated so that the Union may give its input prior to any changes that are to be made. Unit members shall be advised of the content of this policy and of any changes made thereto.

## **ARTICLE 22 – NO STRIKE OR LOCKOUT CLAUSE**

### **Section 22.1. – No Strikes.**

For the duration of this Agreement, the Union, its officers, agents, representatives, stewards and members, and the unit members 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 slow down of work, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment. In the event of a violation of this Article, the Union shall, immediately upon learning of such activity, publicly disavow such action by the unit members and shall so advise the County and the unit members involved in writing.

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:

- (a) Imposition of disciplinary action, including removal from County service, of unit members engaged in such illegal conduct;
- (b) Termination of the Union's dues deduction privilege, if any;
- (c) Revocation of the Union's exclusive representation certification and



disqualification of the Union from participation in representation elections for a period of up to a maximum of two years.

Any grievance involving disciplinary action against a unit member charged with a violation of this Article shall be limited to the question of whether such a violation occurred.

**Section 22.2. - No Lockouts.**

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

**ARTICLE 23 - HOWARD COUNTY RETIREMENT PLAN FOR PARTICIPATING CORRECTIONS EMPLOYEES.**

- (a) Retirement benefits for employees covered by this Agreement shall be as provided in Title 1 (Personnel Administration), Subtitle 4 – Retirement Plans, of the Howard County Code.
- (b) In determining the final compensation of an employee's retirement benefits, the employee's average compensation for the thirty-six (36) consecutive full months that produce the highest average shall be used.
- (c) As provided in Section 1.465 of the Pension Subtitle, the County may amend the Pension Plan by amendment to the Howard County Code.

**ARTICLE 24 – 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 25 - DURATION AND FINALITY OF AGREEMENT**

- (a) This Agreement shall become effective as of July 1, 2009, 12:01 AM and remain in full force and effect until midnight June 30, 2011.
- (b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed on behalf of the parties hereto by their duly

authorized officers and representatives, after negotiations mutually agreed to by the County and the Union.

- (c) The parties acknowledge that this Agreement represents the complete Agreement arrived at, as a result of negotiations, during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. Any subject or matter referred to or covered or not specifically referred to or covered in this Agreement shall be negotiable only by mutual consent for the duration of this Agreement.

## **ARTICLE 26 – SUBMISSION TO THE COUNCIL**

The County Executive will make a submission to the County Council, in accordance with Section 1.606 of the Howard County Code as soon as possible following ratification by the Union members.

In witness whereof, the parties have executed this Memorandum of Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

### **COUNTY ADMINISTRATION HOWARD COUNTY, MARYLAND**

\_\_\_\_\_  
COUNTY EXECUTIVE  
Ken Ulman

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

\_\_\_\_\_  
HUMAN RESOURCES ADMINISTRATOR  
L.Todd Allen

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

\_\_\_\_\_  
DIRECTOR OF CORRECTIONS  
Jack Kavanagh

\_\_\_\_\_  
COUNTY SOLICITOR  
Margaret Ann Nolan

\_\_\_\_\_  
TEAM MEMBER  
Patricia Schupple

\_\_\_\_\_  
TEAM MEMBER  
Arthur Griffin

### **UNION (Local 3080):**

\_\_\_\_\_  
PRESIDENT, LOCAL 3080  
Cpl. Freddy Glover

\_\_\_\_\_  
SECRETARY  
Elizabeth Jenkins

**EXHIBIT A**

**Corrections Salary Schedule (Local 3080)  
FY10 -11**

**Effective July 1, 2009 - June 30, 2011**

| <b>Step</b>   | <b>1</b>        | <b>2</b>        | <b>3</b>        | <b>4</b>        | <b>5</b>        | <b>6</b>        | <b>7</b>        | <b>8</b>        | <b>9</b>        | <b>10</b>       | <b>11</b>       | <b>12</b>       | <b>13</b>       | <b>14</b>       |
|---------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>C2</b>     | <b>\$17.83</b>  | <b>\$18.46</b>  | <b>\$19.10</b>  | <b>\$19.77</b>  | <b>\$20.46</b>  | <b>\$21.18</b>  | <b>\$21.92</b>  | <b>\$22.68</b>  | <b>\$23.47</b>  | <b>\$24.31</b>  | <b>\$25.15</b>  | <b>\$26.03</b>  | <b>\$26.93</b>  | <b>\$27.88</b>  |
| <b>Annual</b> | <b>\$37,086</b> | <b>\$38,397</b> | <b>\$39,728</b> | <b>\$41,122</b> | <b>\$42,557</b> | <b>\$44,054</b> | <b>\$45,594</b> | <b>\$47,174</b> | <b>\$48,818</b> | <b>\$50,565</b> | <b>\$52,312</b> | <b>\$54,142</b> | <b>\$56,014</b> | <b>\$57,990</b> |
| <b>C3</b>     | <b>\$19.60</b>  | <b>\$20.29</b>  | <b>\$21.00</b>  | <b>\$21.73</b>  | <b>\$22.50</b>  | <b>\$23.28</b>  | <b>\$24.09</b>  | <b>\$24.94</b>  | <b>\$25.81</b>  | <b>\$26.72</b>  | <b>\$27.65</b>  | <b>\$28.62</b>  | <b>\$29.62</b>  | <b>\$30.66</b>  |
| <b>Annual</b> | <b>\$40,768</b> | <b>\$42,203</b> | <b>\$43,680</b> | <b>\$45,198</b> | <b>\$46,800</b> | <b>\$48,422</b> | <b>\$50,107</b> | <b>\$51,875</b> | <b>\$53,685</b> | <b>\$55,578</b> | <b>\$57,512</b> | <b>\$59,530</b> | <b>\$61,610</b> | <b>\$63,773</b> |
| <b>C4</b>     | <b>\$21.88</b>  | <b>\$22.65</b>  | <b>\$23.43</b>  | <b>\$24.28</b>  | <b>\$25.11</b>  | <b>\$26.00</b>  | <b>\$26.90</b>  | <b>\$27.84</b>  | <b>\$28.81</b>  | <b>\$29.83</b>  | <b>\$30.87</b>  | <b>\$31.95</b>  | <b>\$33.07</b>  | <b>\$34.23</b>  |
| <b>Annual</b> | <b>\$45,510</b> | <b>\$47,112</b> | <b>\$48,734</b> | <b>\$50,502</b> | <b>\$52,229</b> | <b>\$54,080</b> | <b>\$55,952</b> | <b>\$57,907</b> | <b>\$59,925</b> | <b>\$62,046</b> | <b>\$64,210</b> | <b>\$66,456</b> | <b>\$68,786</b> | <b>\$71,198</b> |

**LONGEVITY:**

**An employee who has completed 10 years of continuous service with the Department of Corrections shall receive an additional \$ .50 per hour.**

**EXHIBIT B**

**AUTHORIZATION FOR PAYROLL DEDUCTION**

TO: HOWARD COUNTY PERSONNEL OFFICE

FROM: \_\_\_\_\_

PAYROLL #

(Please Print)

I hereby request and authorized the deduction from my earnings each payroll period an amount sufficient to provide for the payment of monthly union dues to be paid to the Treasurer of the American Federation of State, County and Municipal Employees, Howard County Local 3080, Council 67, AFL-CIO. The amount to be deducted shall be certified to the Personnel Office by the Treasurer of the Union and will be the lawfully established dues as adopted by the Union.

I understand that pursuant to Title I, Section 1.605 paragraph b, of the Howard County Code, this authorization shall be irrevocable for a period of one year and shall be renewable automatically from year to year thereafter, unless written notice of termination by me is given to the County at least 30 days prior to the anniversary date of this authorization.

Signed: \_\_\_\_\_

Date: