

Introduced 2/1/16  
Public Hearing 2/16/16  
Council Action 3/7/16  
Executive Action 3/11/16  
Effective Date 5/11/16

## County Council Of Howard County, Maryland

2016 Legislative Session

Legislative Day No. 2

Bill No. 9-2016

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

AN ACT pursuant to Section 1.111(e) of the Howard County Code, approving provisions in a collective bargaining agreement between Howard County and the American Federation of State, County and Municipal Employees, Howard County Local 1810, Council 67, AFL-CIO that are in conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the Employee Manual; and providing for the application of this Act.

Introduced and read first time February 1, 2016. Ordered posted and hearing scheduled.

By order Jessica Feldmark  
Jessica Feldmark, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on February 16 2016.

By order Jessica Feldmark  
Jessica Feldmark, Administrator

This Bill was read the third time on March 7, 2016 and Passed , Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.

By order Jessica Feldmark  
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 10<sup>th</sup> day of March, 2016 at 2 a.m./p.m.

By order Jessica Feldmark  
Jessica Feldmark, Administrator

Approved  Vetoed by the County Executive March 11, 2016

Allan Kittleman  
Allan Kittleman, County Executive

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

1           **WHEREAS**, the American Federation of State, County and Municipal Employees,  
2 Howard County Local 1810, Council 67, AFL-CIO (“Local 1810”) and the County have  
3 reached agreement through a Memorandum of Agreement (the “Agreement”), substantially  
4 in the form attached as Exhibit 1, to be effective July 1, 2015 through June 30, 2016; and

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

10  
11           **WHEREAS**, the members of Local 1810 have ratified the Agreement, and the  
12 Agreement includes provisions that are in conflict with Title 1 of the County Code or the  
13 Employee Manual.

14  
15           **NOW, THEREFORE,**

16  
17       ***Section 1. Be It Enacted** by the County Council of Howard County, Maryland that, in*  
18 *regard to the Agreement between Howard County and the American Federation of State,*  
19 *County and Municipal Employees, Howard County Local 1810, Council 67, AFL-CIO, the*  
20 *County Council approves the attached Conflicting Provisions, listed in Exhibit 2 as attached*  
21 *to this Act and incorporated herein, that are in conflict with the provisions of Title 1 "Human*  
22 *Resources" of the Howard County Code or the Employee Manual.*

23  
24       ***Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland*  
25 *that the provisions of this Act shall apply beginning with the first pay date after July 1, 2015.*

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

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**HOWARD COUNTY, MARYLAND**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES**

**HOWARD COUNTY LOCAL 1810**

**COUNCIL 67, AFL-CIO**

**EFFECTIVE:**

**JULY 1, 2015 - JUNE 30, 2016**

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## PREAMBLE

This AGREEMENT, effective as of July 1, 2015, is entered into between Howard County, Maryland, hereinafter referred to as the "County," and the American Federation of State, County and Municipal Employees, Howard County Local 1810, Council 67, AFL-CIO hereinafter referred to as the "Union".

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 recognizes AFSCME Local 1810 as the exclusive representative on matters with respect to wages, hours and other terms and conditions of employment for those employees in Section 1.2. below. This Unit does not include any State-Authorized Exempt employees, regardless of their job class title.

#### Section 1.2. - Unit Description.

The unit is composed of employees occupying the following list of job class titles:

Administrative Aide, Administrative Assistant, Administrative Support Technician I-III, Administrative Technician, Engineering Support Technician I-IV, Engineering Support Worker, Human Services Worker I-II, Legal Support Services Technician, Natural Resources Technician I-II, Office Assistant I-II, Operations Leader I-II, Operations Technician I-III, Planning Support Technician I-II, Police Services Support Technician I-II, Recreation Services Coordinator I, Regulation Inspector I-II, Regulation Support Technician I-II, Technical Services Support Specialist I-III, Technical Services Support Technician I-III.

#### Section 1.3. - Exclusions

- a. A probationary employee occupying a job in the unit is eligible for Union membership and representation after successfully completing a six-month probationary period.
- b. Employees occupying a job in the unit which is deemed confidential in accord with Section 1.601(d) of the Howard County Code and Section (d) of the Personnel Officer's Guidelines are not eligible for Union membership and representation.
- c. Employees occupying a job in the unit which is deemed management in accordance with Section 1.601(n) of the Howard County Code and section (d) of the Personnel Officer's Guideline, are ineligible for Union membership and representation.

#### Section 1.4. - 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 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 1.5 - Union Continuity**

The County shall make every effort not to contract out work normally performed by the bargaining unit.

**ARTICLE 2 - AUTHORIZED DUES DEDUCTIONS**

**Section 2.1. - Employee Rights**

No employee is required to join the Union and each employee has the right not 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 employee who has properly authorized such deductions, in writing, by a proper authorization card duly executed, membership dues to be remitted to the Union as indicated below. The Union shall provide each employee executing an authorization, a copy of such card clearly indicating that such authorization is irrevocable and shall continue as a condition of employment except that the employee may elect to withdraw from Union membership and pay a service fee not to exceed the then current dues rate. Employees desiring to terminate Union membership must give written notice to the Office of Human Resources and the Union at least 30 days prior to the anniversary date of the authorization. Deductions shall continue through the anniversary date. Such notice shall be sent via mail to the following address:

Director, AFSCME Council 67  
Re: Local 1810  
1410 Bush Street, Suite A  
Baltimore, MD 21230

**Section 2.3. - Service Fee for Employees Who Are Not Members of the Union**

(a) The County agrees to deduct a service fee from the earnings of each employee who signed an Authorization for Representation or Dues Deduction card prior to the date of this Agreement and any employee covered by this unit who is hired after the effective date of this Agreement who elects not to join the Union or who terminates their membership 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.

(b) In no case can the funds, or any part thereof, be used for political purposes or exceed 80% of regular Union members dues.

**Section 2.4. - Condition Precedent for Dues and Fee Deductions**

Section 2.3 of this Article shall be contingent upon the receipt of Authorization for Representation or Dues Authorization cards as described above by the County from sixty (50%) of the employees in the bargaining unit. Once an employee executes an Authorization for Representation or Dues Authorization card, said employee shall continue to be a member of Local 1810 or pay a service fee. Once an employee executes an Authorization for Representation or Dues Authorization card, and subsequently terminate membership, such card shall count towards the condition precedent threshold listed above. Employees who did not sign an Authorization for Representation or Dues Deduction Card prior to the effective date of this Agreement shall not be required to join the Union or pay a

Service Fee to the Union. Should any of these employees join the Union after the effective date of this Agreement, and subsequently terminate membership, then they shall be subject to such fee.

**Section 2.5. - Accounting**

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

**Section 2.6. - Periodic Dues/Service Fees Deduction**

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

**Section 2.7. - Authorization for Dues Deductions**

The authorization for deductions pursuant to this Article shall be made on a form supplied to the employee by the Union that has been approved by the County. The form of a proper authorization card is attached to this Agreement as Exhibit A. A deduction regarding any employee shall not be made by the County during any month unless the authorization form signed by the employee 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 2.8. - Insufficient Pay for Dues or Service Fee**

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

**Section 2.9. - Amount of Dues/Service Fees**

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 2.10. - Indemnification Clause**

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.

**Section 2.11 - Failure to Pay the Service Fee.**

If a unit member fails to pay the service fee by refusing to authorize the deduction or for any other reason, AFSCME Local 1810 may take appropriate legal steps to collect the fee. Howard County will not be required to terminate an employee or take any disciplinary action against an employee for failing to or refusing to pay said fee or for refusing to authorize payments of the agency shop fee.

**ARTICLE 3 - RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES**

### **Section 3.1. - Designation of Representatives**

- (a) The County recognizes and shall deal with appropriate Union Representatives as set forth herein.
- (b) Union employee representatives shall be selected in any manner determined by the Union from among those actively employed by the County. It is the intent of both the County and the Union that a Shop Steward be selected at each shop from among employees working at that site. It is also the County and the Union's mutual desire that selected Shop Stewards be appropriately trained. The Union shall prepare, keep current and provide the County with a list of accredited Stewards, Union President, Union Officers or Board Members, designated full time paid Representative or Council Representatives. The list shall include one alternate steward who shall serve only in the absence of the accredited steward. The Union shall promptly notify the County of any changes of such stewards and/or alternatives.
- (c) The County shall prepare, keep current and provide to the Union a list of County representatives and their work locations with whom the Union is to deal. The County shall promptly notify the Union of any changes of such County representatives.

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

The County and the Union shall not discriminate against any employee because of race, sex, creed, religion, color, age, national origin, physical or mental handicap, occupation, marital status, political opinion, sexual orientation, personal appearance, gender identity or expression, affiliation, association or non- association, or his membership or non-membership in the Union.

### **Section 3.3. - Individual Representation**

- (a) Employees have the right to represent themselves individually or designate their personal representative in any or all of their employment relations with the County.
- (b) The Union recognizes and will not interfere with management's right to investigate incidents or question employees regarding job related activities. However, when an employee is ordered to leave his/her immediate job site for a private conference, interview, hearing, or any other meeting with a representative of management within the department, other than the employee's immediate supervisor, the employee shall be entitled to Union representation if it is reasonably expected that such interaction could lead to disciplinary action.
- (c) Notwithstanding any other provision of this Agreement, an individual employee may present a grievance or meet with members of management at anytime without 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, than any adjustment made shall not be inconsistent with the terms of this Agreement.

### **Section 3.4. - Union Visitation**

With permission of the appropriate Department Head or his/her designee, representatives of Council 67, AFSCME shall have reasonable access to the County premises for the purpose of conferring with a shop steward while investigating a grievance. The County shall not unreasonably withhold such permission.

### **Section 3.5. - Union Representation**

The County agrees to hear grievances filed by the Union on behalf of an employee, pursuant to a provision of this Agreement, during normal work hours. Only one union representative employed by the County shall be permitted to attend these hearings at Steps 1 and 2 as set forth in Article 13 of this Agreement on a paid basis. Presuming there will be no abuse, two union representatives employed by the County, to include the Union President, shall be permitted to attend grievance hearings at Step 3 and above on a paid basis if held during their regular 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.

### **Section 3.6. - Union Office**

In the event that the Union President is not assigned an office as part of his regular work duties, the County shall provide a furnished workspace, including desk, chairs, telephone, internet connection, the use of a private room and an ability to store records in a secure fashion. If space is not available at the President's work site, some alternative location will be made available. Said workspace will be used for the purpose of conducting official Union business at such times and by such persons as provided for in this Agreement.

### **Section 3.7. - Orientation**

(a) The Office of Human Resources will notify the Union President when New Employee Orientations contain employees hired to fill vacant positions in the bargaining unit. The Union will be allowed to make a presentation during the orientation. The Union will be allowed to make a presentation during the orientation at a designated time during the orientation schedule. All employees whose classification are represented by Local 1810 participating in the orientation will be required to attend the union presentation.

(b) The Union will work in good faith to ensure that orientation sessions will be covered by the Union President or her designee, who will be released to attend the session.

### **Section 3.8. - Informational Meetings**

Upon prior notice to and approval of the Chief Administrative Officer, the Union may conduct meetings with employees to disseminate information on issues having a substantial impact on the workplace.

### **Section 3.9 – Bulletin Board**

The County will provide bulletin boards to the bargaining unit for the purpose of allowing the union to inform its membership of union business. The bulletin boards shall be located in each work site and have accessibility to the membership.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

The County shall retain the exclusive right and authority, at its discretion, to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the County in all aspects including, but not limited to, all rights and authority held by the County prior to the signing of this Agreement (including that provided by State law, County Charter, County Code, Rule or Regulation), except where abridged by an express provision of this Agreement.

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 employees.
- (f) To hire, promote, transfer, assign or retain employees.
- (g) To establish work rules.
- (h) To demote, suspend, discharge or take any other appropriate disciplinary action against its employees for just cause and in accordance with the County Charter and other applicable laws.
- (i) To relieve its employees from duty because of lack of work or other legitimate reasons.
- (j) To determine the mission, budget, organization, number of employees, number, type and grade of employees assigned, the work project, tour of duty, methods, processes by which such work has to be performed, technology needed, internal security practices and relocation of facilities.
- (k) To determine the qualifications of employees 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, department 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**

For all employees, the regular workweek shall consist of 40 hours composed of five eight-hour workdays, Monday through Sunday, inclusive, plus an unpaid meal period. All hours worked on an assigned workday shall be consecutive, except in those departments where the normal, established schedule requires a broken workday. This section shall not be interpreted to restrict the use of Alternative Work Schedules as described in the Howard County Employee Manual.

**ARTICLE 6 – LAYOFFS**

The appointing authority may layoff a member in accordance with Title 1 Section 1.119(b) of the Howard County Code. Layoffs shall occur in the following order:

- (a) All contingent employees in the affected classification shall be terminated.
- (b) Employees in the affected classification who have not completed their initial probationary period shall be laid off prior to a non-probationary employee in that class being laid off.
- (c) When further layoffs in a classification are necessary, the retention register established for that classification in the department sets the order for layoffs.

(1) Layoffs will occur by classification in inverse point order (i.e. employees with the fewest retention points will be laid off first).



(2) Exception: In certain circumstances, an employee scheduled for layoff based upon retention points possesses unique skills and qualifications that make it impossible for another employee in the same classification to perform that essential service effectively. An Appointing Authority must justify not laying off this employee by indicating that the specialized skills required by the nature of the work could not be acquired by another employee in that classification within three months on the job given appropriate training.

## **ARTICLE 7 - COMPENSATION**

### **Section 7.1. - Salary Scale; Adjustments**

(a) The pay rates for Fiscal Year 2016 are provided in Exhibit B. Pay rates shall be effective the first pay date after July 1, 2015, and shall remain in effect until the first pay date after July 1, 2016.

### **Section 7.2. - Step Increment; Copy of Performance Review**

(a) During the term of this Agreement, employees who are eligible for a step increment and who meet the standards established by the Department for satisfactory performance shall receive an increment of one step beginning with the first day of the pay period in which the anniversary date occurs.

(b) If an employee is otherwise entitled to a step increment during a probationary period following a promotion, the step increment shall be effective beginning the first day of the pay period during which the employee's step increment effective date occurs.

(c) Employees shall receive copies of their performance evaluations at the time that they sign them. Should any changes be made to that evaluation, the Department Head and the employee shall initial the change, and the employee will receive a copy of the updated evaluation.

(d) Effective July 1, 2015, two additional steps (18 & 19) will be added to the top of the existing scale, for employees who have completed 2 years of service in step 17. Movement for eligible employees will occur on their anniversary date.

### **Section 7.3. - Meal Allowances**

(a) As provided in subsection (d) of this section, the County will provide a paid meal to employees who are required to work unscheduled overtime beginning two hours or more before the regular starting time of the employee's shift or lasting two hours after the close of the employee's shift.

(b) As provided in subsection (d) of this section, the County will provide a paid meal if an employee is required to work unscheduled overtime of two hours or longer on a day when he/she is not scheduled to work.

(c) Unscheduled overtime is defined as overtime assigned with less than 24 hours notice given.

(d) For operational purposes, a supervisor may require employees to eat at designated restaurants. Employees may be allowed to purchase meals at other nearby locations, and with appropriate receipts shall be reimbursed up to a maximum of \$14 per meal, including tips and taxes.

(e) The supervisor will determine if individual receipts are necessary or if one person will buy meals for the group and be reimbursed based upon a single receipt.

### **Section 7.4 – Other Bargaining Unit COLA Increases**

For FY 2016, should a COLA be granted to General County employees or negotiated with another Howard County bargaining unit (to exclude IAFF Local2000, FOP Units, or the Board of Education) an equal COLA will be granted to this Unit. (NO COLA IS OFFERED FOR FY 2016)

## **ARTICLE 8 - PREMIUM PAY**

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

(a) *Fixed Shifts.* For those employees who work a fixed shift, a shift differential shall be paid for hours worked as follows:

(1) Employees whose shift begins at or after 2:00 p.m. shall receive a differential increment of five percent (5%) over their base hourly rate of pay.

(2) Employees whose shift begins at or after 10:00 p.m. shall receive a shift differential increment of seven and one-half percent (7.5%) over their base hourly rate of pay.

(b) *Rotating Shifts.* For those employees who work a rotating shift, a shift differential shall be paid for hours worked as follows:

(1) Employees whose shift begins at or after 2:00 p.m. shall receive a shift differential increment of two and one-half percent (2.5%) over their base rate of pay.

(2) Employees whose shift begins at or after 10:00 p.m. shall receive a shift differential increment of five percent (5%) over their base rate of pay.

(c) *Current Schedules.* Current schedules cannot be changed or altered for the sole purpose of avoiding payment of this premium.

### **Section 8.2. – Overtime- FLSA NON-EXEMPT EMPLOYEES.**

(a) All FLSA non-exempt employees will be paid overtime at the rate of time and one half of their base hourly rate of pay for each hour worked in excess of 40 hours in any one work-week.

(b) Except as otherwise provided in this Subsection, at the option of the employee, in lieu of payment for overtime, the County shall grant compensatory time at a rate of time and one-half for each hour worked in excess of 40 hours in one week, not to exceed a total accrual of 120 hours. When scheduling use of compensatory time, the supervisor shall attempt to accommodate the wishes of the employee. Compensatory hours not used within six months of the date that they are earned shall be paid to the employee at the prevailing overtime rate. Compensatory hours can be taken in periods of one-half (1/2) hour or more.

(c) Scheduled overtime is overtime which is scheduled at least 48 hours in advance. As provided under rules mutually agreed upon by the Union and the County, if a supervisor is unable to fill a shift with scheduled overtime from within the specific work unit, the supervisor may fill the shift with employees from other work units.

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

(a) This section applies to FLSA non-exempt Employees.

(b) Employees called in to work hours not contiguous to their regular shift shall be paid a minimum of 4 hours pay at time and one-half. Pay shall start when the employee reports to work. Employees called in will only be required to complete the original task that prompted the call-in and related tasks. Should unrelated tasks be required, the

employee will be paid time and one half for all hours spent on any work performed not related to the initial call-in.

(c) Employees officially assigned to stand-by status as defined in Section 8.4 below shall receive minimum call-in pay, in addition to their stand-by pay, for the first call-in during any one stand-by period. Any additional required work time during the same stand-by period shall be paid as overtime (i.e. time and one-half) for actual hours worked. This section does not apply to members of the Howard County Crime Lab who are called into work more than one time during a stand-by period, provided the employee is called back to work after three (3) hours have elapsed from the commencement of the previous call-in.

(d) Employees not being paid stand-by cannot be disciplined for failure to report or respond to a call-in, except in cases where a bona-fide public safety emergency exists. An emergency can only be declared by an employee whose rank is no lower than Bureau Chief.

(e) For the purpose of determining call-in pay, if an employee is officially assigned to stand-by status under Section 8.4 below, pay shall start when the employee receives notice to report to work.

#### **Section 8.4. - Stand-by Pay**

(a) An employee who is specifically assigned to stand-by status and scheduled through Central Communications as the Bureau's representative shall be granted two hours of pay at straight time for the stand-by period between his/her regular shifts or for each 24 hours in between his/her regular shifts. If the employee works 40 hours in the workweek, then the additional hours will be paid at time-and-one-half. To qualify for stand-by status and pay, the employee must be in immediate communication with the dispatcher and assigned to respond to all emergency calls.

(b) Stand-by pay is in addition to any pay for time actually worked during the stand-by period unless such stand-by pay is in violation of Section 8.6 of this Agreement.

#### **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 an employee; the employee shall be paid for such time at the highest rate specified in any one applicable section, but the employee shall not be entitled to additional pay for such time under any other section.

#### **Section 8.6. - Emergencies**

(a) 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.

(b) An employee who is required to work during an event under subsection (a) of this section shall be compensated at their regular rate or in compensatory time for hours worked during the employee's regular assigned shift when County offices are closed. An employee shall also be credited with compensatory time or pay equal to the number of hours that County offices were closed. The County shall determine whether compensation under this Subsection shall be pay or compensatory time.

(c) In the event that the County delays opening of offices by 2 hours or less, employees required to work their regularly assigned duties during their regularly scheduled shift during the delayed opening will be paid their normal rate and not eligible for compensatory time. This clause shall apply to the first four hours of delayed openings in a calendar year. Once the County exceeds 4 hours of delayed opening, the employee will be

compensated consistent with paragraph b of this Section. This paragraph will remain in effect until the expiration of the FY2016 agreement.

**Section 8.7. - Temporary Assignment Pay**

Employees who are temporarily assigned to a job classification in a higher pay grade than their regular job classification for a period in excess of twenty-one consecutive eight hour days shall be paid for all hours worked in such higher pay grade, beginning with the first day worked, at either five percent (5%) above their regular rate of pay or the minimum rate for the higher pay grade, whichever is greater, provided the Personnel Officer has determined that all of the following conditions are satisfied:

- (1) The position to be filled temporarily is an authorized budgeted position.
- (2) There is no incumbent in the position or the incumbent is absent from duty.
- (3) The assigned employee meets the minimum qualifications for the classification.

(4) The assigned employee is able to perform all the normal duties expected of a person occupying that position. Employees who are directed to perform duties of a higher classification will be told from the outset whether they will qualify for temporary assignment pay or are being assigned higher duties for training purposes which will be explained to them.

**Section 8.8 – Certification Premium**

- a. If an employee is certified as a trainer or instructor in the National Crime Information Center (NCIC) they will be paid \$1000 annually. This premium pay will not be added to an employee's base to be calculated towards the pension. No more than two members may receive this premium pay and the selection shall be mutually agreed upon.
- b. If an employee is certified as a Maryland Pesticide Applicator they will be paid \$1000 annually. This premium pay will not be added to an employee's base to be calculated towards the pension.

**ARTICLE 9 - SECONDARY EMPLOYMENT**

The County shall not restrict an employee's ability to engage in secondary employment unless such employment interferes with or renders the employee unavailable or unable to perform the duties and responsibilities of the employee's employment position or is deemed a prohibited practice by the County Ethics Commission. Such decision shall be made on a case by case basis. The Union shall be notified whenever an employee is denied the ability to engage in secondary employment. Such denial shall be subject to the grievance procedure; except that a decision of the County Ethics Commission respecting a violation of the County Ethics Law is final and binding upon the County and the employee.

**ARTICLE 10 - LEAVE BENEFITS**

**Section 10.1. - Holidays**

(a) All employees shall be entitled to 12 paid holidays as follows:  
New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, The Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, The Day after Thanksgiving, Christmas Day or as designated by the County Executive.

(b) Except as provided in paragraph (e) below, if an employee's work schedule is such that the employee is unable to observe a holiday on the specific day established by this section or as designated by the County Executive, the employee will receive his/her regular rate of pay for all hours worked on the holiday plus, at the option of the employee, either:

- (1) eight hours of pay at his/her regular rate of pay, or
- (2) one day of leave.

(c) An employee who is required to work on a holiday and is given less than 48 hours notice of such change in his/her schedule will receive double his/her regular rate of pay for all hours worked on the holiday plus, at the option of the employee, either:

- (1) eight hours of pay at his/her regular rate, or
- (2) one day of leave.

(d) A unit member shall receive one and one half times his/her regular rate of pay for all hours worked on a holiday plus eight hours of pay at his/her regular rate, if the unit member:

- (1) Works rotating shifts or rotating days; and
- (2) Is a Water Reclamation Plant employee covered under this agreement.

(e) If an employee's work schedule is such that they are unable to observe Labor Day, Thanksgiving Day, Christmas Day (December 25), or the 4<sup>th</sup> of July (July 4), the unit member will receive straight time for all hours worked on the holiday plus, at the employee's option, either:

- (1) eight hours of pay at his/her regular rate, or
- (2) one day of leave.

(f) An employee exercising the option to receive one day of leave under paragraph (b), (c), or (e) must do so by notifying the employee's supervisor prior to the pay period in which the holiday falls.

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

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

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

| <u>Continuous Service</u>                           | <u>Annual Leave Accrual</u> |
|---|-----------------------------|
| 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 320 hours of annual leave may be carried from one Fiscal Year to the next, except where an employee is required to forego the use of annual leave because of a work emergency, in which case the County Administrator may permit the employee to carry over an additional 15 days. Every employee must use a minimum of five days annual leave per fiscal year.

(c) The rate of pay while an employee is on annual leave shall be the regular straight time rate of pay for the employee's regular job.

(d) Requests for scheduling annual leave shall be submitted before the Department Head's deadline and will be granted according to seniority where practicable. Those requests submitted after the deadline will be granted as received based on departmental requirements.

(e) Upon termination of employment, employees with six or more months of continuous service shall be paid any accumulated leave credits minus one day's pay for each day the employee fails to have given the County 10 days minimum notice.

(f) All employees who request annual leave (vacation) time for two days or less will receive a response from supervision within two normal working days or less after it has been received.

(g) Annual leave may be taken in periods of one-half (1/2) hour or more.

**Section 10.3. - Personal Leave**

(a) Existing employees shall receive six personal leave days each calendar year.

(b) Employees hired after April 30 of the calendar year shall receive four personal leave days for that year.

(c) Employees hired after August 31 of the calendar year shall receive two personal leave days for the year.

(d) Employees hired after November 30 of the calendar year shall not receive any personal leave for that year.

(d) Personal leave must be taken during the calendar year in which it is granted, upon prior approval of the immediate supervisor, and may be taken in periods of one-half (1/2) hour or more.

(e) Supervisors will not unreasonably deny personal leave requests.

**Section 10.4. - Disability Leave**

(a) Accrual - Disability leave is accrued at the equivalent of 1 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, minor child (under age 18), same sex domestic partner (for whom a partnership declaration form is on file) and/or for absences due to a serious health condition for which FMLA leave benefits are approved for family members.

(d) Disability leave may be used for the medical, dental or optical appointments of the employee, the employee's spouse or the employee's minor child (under age 18), to the extent such appointments cannot be scheduled during non-working hours.

(e) Disability leave absences equal to one work week or more will be counted as Family and Medical Leave and the County will so notify the employee. (See Family and Medical Leave Eligibility/Entitlement.)

(f) When an employee uses disability leave in excess of 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 the leave

extends beyond a week, then the employee may be required to provide a certification of the health care provider on a form supplied by the County.

- (g) 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 3 days. An employee who has submitted notice of intent to resign may be required to submit a doctor's certificate for all disability leave used during the notice period.
- (h) Disability leave may be carried over from one fiscal year to the next with no maximum carry over limitation.
- (i) Employees who leave employment will not be paid for accumulated disability leave. Accumulated disability leave may be credited toward retirement/pension service under certain circumstances as defined by the employee's retirement/pension plan.
- (j) An employee who is disabled, but has no accrued disability leave available may request to be permitted to use accrued annual, compensatory and/or personal leave in lieu of disability leave. Authorization to substitute other paid leave for disability leave is at the discretion of the appointing authority. Such absences may be classed as "unexcused" (with or without pay).
- (k) An employee who is allowed to use other paid or unpaid leave in lieu of disability leave may be required to submit a certificate from the treating physician or licensed practitioner which describes the dates of treatment and which contains a release to return to work outlining any work restrictions for all time absent due to disability.
- (l) When, due to injury or illness, an employee is temporarily unable to perform his/her full complement of assigned tasks, he/she may be assigned or request to work in a restricted duty capacity.

The employee must present documentation from the treating health care provider which states the specific restrictions and the anticipated duration of those restrictions. If the County can identify a meaningful body of work which is consistent with the medical restrictions, a duty assignment will be established, thereby allowing the employee to conserve use of accrued paid leave benefits.

If restrictions are determined to be permanent rather than temporary, on a case by case basis, the County will evaluate the employee's rights and the County's responsibilities and proceed in accordance with the provisions of the ADA.

#### **Section 10.5. - Worker's Compensation Leave**

**Eligibility** - an employee is eligible for Worker's Compensation Leave if an injury or disease which causes the employee to be disabled is compensable under Maryland Worker's Compensation Law; the employee is completely unable to work at their regular job or modified duty; and the inability to work is supported by sufficient medical evidence.

**Medical Appointments** - Worker's 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.

**Modified Duty** - Worker's Compensation Leave shall not be authorized if the employee has been offered a temporary modified duty position in accordance with medical restrictions.

**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 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.

After 12 months, the employee is eligible to receive benefits to the extent available under Maryland Workers' Compensation Law.

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.

**Continuation of Other Benefits** - During the period for which an employee is receiving Worker's 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.

**Use of Accrued Leave** - If the employee's Worker's Compensation payments are not payable or are suspended for any reason, the employee may elect to use available annual, personal, or disability leave with the approval of their supervisor, as long as the usual requirements for such leave are met.

#### **Section 10.6. - Jury Leave**

Any employee called for jury duty by a State or Federal Court will receive full pay for the time needed to serve.

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

**Rate** - Paid leave for hours equivalent to two times the employee's weekly hours (maximum).

**Authorization** - An official copy of military orders must be submitted to the employee's supervisor immediately upon receipt of the orders and prior to commencement of leave.

**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 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**

The Department Head shall grant an employee bereavement leave for a maximum of three consecutive work days following the death of the employee's wife, husband, son, daughter, mother, father, brother, sister, parents-in-law, stepmother, stepfather, grandparent or grandchild. Additionally, upon the death of a brother-in-law or sister-in-law, one day of bereavement leave shall be granted. Bereavement leave shall not be deducted from any other leave earned by the employee.



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

The Personnel Officer may grant requests for leave of absence without pay for a period not to exceed one year for each year of this Agreement under such terms and conditions as set forth in the Howard County Employee Manual.

## **Section 10.10. - Union Leave**

(a) Members of the bargaining unit shall be granted an aggregate total of 75 days to conduct Union business. The Union President may utilize no more than 52 days per calendar year. Prior approval to use such leave must be obtained based upon a written request from to the CAO no less than 72 hours from the date of use.

Time for negotiations will be as agreed when the ground rules for negotiations are established each negotiating year. Union leave shall not be charged for scheduled negotiation sessions.

(b) *Donated Leave.* The Union may create and administer a bank of donated annual leave for the purpose of providing additional paid time to conduct Local 1810 business. The Union must provide to the County a signed authorization form to deduct annual leave from the accruals of donating members.

## **ARTICLE 11 – INSURANCE**

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

(a) Any cost increase for any health care premiums for Local 1810 members for FY 2015 will not exceed the increase in health care premiums for any other bargaining unit in Howard County Government or Howard County Public Employees for FY 2015. This provision does not apply to employees of the Howard County Public School System.

(1) In the event that the County changes the Opt-Out Premium for health care, the new amount will be incorporated into the new agreement.

(2) Health insurance premium rates will be posted on the Howard County website.

(3) Unit members may participate in a pre-tax voluntary benefit program offered by SF&C Select Benefits Communication Group covering critical illness.

(b) *Bidding.* When it becomes necessary for the County to bid for health insurance coverage, the Union shall be given, on a timely basis, the opportunity to meet with the County to discuss health benefit issues and provide input into the development of bid specifications. Meetings involving the development of bid specifications shall not preclude the Union from submitting health insurance proposals in the course of negotiations on a 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. Supplemental life insurance rates shall be posted on the Howard County website.

## **ARTICLE 12 – SEPARATION FROM THE COUNTY**

### **Section 12.1 - Separation**

An employee that separates from the County will be given a meeting with Howard County benefits personnel if requested by the employee to discuss all options on paid status within 5 working days of separation from the County.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

### **Section 13.1. - 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 Section 1.500 of the Howard County Code.

The order of presentation in all grievance hearings shall be as follows. For grievances resulting from disciplinary actions, the County shall proceed first. For all other grievances, the Union shall proceed first.

### **Section 13.2. - Election of Remedies**

(a) As an alternative to the grievance procedure set forth in this Article, and except for grievances related to suspension or termination as contemplated in Section 13.4 of this article, an employee may use the grievance procedure provided in Section 1.500 of the Howard County Code and the "Appeals" section of the Howard County Employee Manual. An employee may elect only one of these remedies and by electing one procedure automatically, waives the other.

(b) If an employee elects the grievance procedure under this article:

(1) Management personnel may communicate with the employee regarding the substance of the grievance only through the Union or at scheduled grievance proceedings; and

(2) A settlement or other resolution of the grievance may be made only with the express approval of the Union.

(c) Terminations shall go to binding arbitration. Suspensions may go to binding arbitration or the Personnel Board, as elected by the employee.

### **Section 13.3. - Time Limitations**

A grievance covered by this Article must be presented promptly within 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 employees.

The aggrieved employee shall present all grievances at the first step of this grievance procedure or the Union within the time limitation contained herein or they shall be considered waived. If the County fails to give its answer to a grievance within the time limits set forth in any step, the Union and/or employee may appeal the grievance to the next step at the expiration of such time limit.

The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties hereto. A grievance not appealed within the time limits herein set forth shall be considered settled on the basis of the answer provided by the County at the last step of the procedure utilized by the Union or the employee, which answer shall be final and binding upon the aggrieved employee 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 13.4. - Procedural Steps**

**Step 1** The aggrieved employee, 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 employee to the appropriate member of management, who may include the original supervisor in the adjustment process. 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 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 employee or the Union, the employee or the Union may, within 10 working days of receipt of that supervisor's answer at Step 1, present the grievance, in writing, to the Bureau Chief on a form to be supplied by the County. The Bureau Chief shall, within five working days of receipt of the grievance, schedule a meeting to discuss the grievance with the employee and/or the Union and reply to the employee and/or the Union, in writing, within ten working days of the meeting.

**Step 3** In the event that the Bureau Chief's decision is not satisfactory to the employee or the Union, the employee or the Union may, within five working days from receipt of the Bureau Chief's answer at Step 2, present the Step 2 grievance form to the Department Head. All grievances concerning suspension or discharge shall begin at this step. The Department Head or his/her designee shall arrange to meet with the employee and/or the Union within five working days after receipt of the grievance, and shall reply to the grievance, in writing, to the employee and/or the Union within five working days of the meeting.

**Step 4** In the event that the Department Head's decision is not satisfactory to the employee or to the Union, the employee or the Union may, within five working days from receipt of the Department Head's decision at Step 3, present the grievance form to the Personnel Officer. The Personnel Officer or his/her designee shall arrange to meet with the employee and/or Union within 10 working days after receipt of the grievance. The Personnel Officer shall reply to the grievance, in writing, to the employee and/or the Union within 10 working days of the meeting.

**Step 5** Any grievance that has been properly processed through the above procedure and has not been settled at Step 4, may, at the request of the Union, be appealed to binding arbitration.

A grievance related to suspension or termination shall be appealed to binding arbitration. The Union shall serve written notice of its intention to proceed to binding arbitration upon the Personnel Officer within 14 calendar days of receipt of the Personnel Officer's decision at Step 4.

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 30 days after the hearing and shall be final and binding upon the aggrieved employee, 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 13.5. - Other Conditions**

No reprisals shall be invoked against any employee for filing or processing a grievance.

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

The County may present a grievance to the Union, in writing, at Step 5 of this procedure provided that it has filed a notice of intent with the Local 1810 President. The notice of intent, outlining the details of the complaint, must be presented 30 days prior to filing the demand for arbitration.

### **Section 13.6. - Class Action Grievance**

If such grievances affect a group or class of employees involving two (2) or more employees, the Union or the employees may submit such grievances in writing to the respective Director. The processing of class action grievances shall commence at Step 3. An employee may elect to file an individual grievance and thus not participate in the class action grievance.

## **ARTICLE 14 - PERSONNEL FILES**

### **Section 14.1. - Employee Access**

The Personnel Officer shall permit inspection of an employee's personnel file as provided by law. All personnel records shall be treated as confidential information. Employees with or without Union representation shall have access to their individual personnel files by prior appointment with the Personnel Office. Presuming there will be no abuse, employees who do not work at the main County office complex will be allowed, with prior supervisory approval, to inspect their personnel files during their normal work day. 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 14.2. - Removal of Information**

Any correspondence related to disciplinary action may be removed from the employee's personnel file if requested in writing by the employee, provided two (2) years have elapsed since the most recent entry.

### **Section 14.3. - Employee Additions**

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

## **ARTICLE 15 – SAFETY**

(a) The County agrees to continue to follow its current safety policy as set forth in the County's Safety and Health Manual and Policy and Procedure 200.1. Additionally, a Union representative selected by the Union shall be allowed to sit as a member of Departmental or Bureau Safety committees, except in Environmental Services where an employee selected by the Union shall be a member of the Departmental and Division Safety Committees.

(b) If an employee believes a violation of Policy and Procedure 200.1 or other workplace-related safety law or regulation has occurred, the employee shall immediately notify his or her supervisor. A supervisor with authority to address the situation shall complete an investigation of the report within 24 hours of receipt and shall take any remedial action deemed necessary.

(c) The Union President or designee shall be notified of a safety violation reported to MOSHA or OSHA. The Union President or designee shall be permitted to accompany the safety inspector responding to investigate a reported safety condition.

## **ARTICLE 16 - USE OF TELEPHONES**

A unit member may use County telephones, on the clock, to call the Union representative, President, or Shop Steward when a grievance occurs and the call is needed. The supervisor must be informed that the call will be made. If abuse occurs, the County reserves the right at its option, after five days notice to the Union, to withdraw this permission.

## **ARTICLE 17 - P.E.O.P.L.E. DEDUCTION**

Employees shall be allowed to have monies deducted from their salary either once per year or per pay period for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality). Such deductions will be made when a unit member authorizes by signing an approved form.

## **ARTICLE 18 - PROMOTIONS**

### **Section 18.1. - 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. The County encourages employees to develop skills and attain greater knowledge of their work, and to make known their qualifications for more responsible and different work. No employee shall be required to obtain the permission of his immediate supervisor or appointing authority before applying to the Personnel Administrator for a promotion and/or transfer between departments; however, upon receipt of any such application, the Personnel Administrator shall give immediate notice of same to the applicant's present department head. In the event that personnel on the promotional list and replacement list have substantially the same qualifications as personnel on the open competitive file, they shall be given preference in the placement on the qualifying register, except where such preference conflicts with the intent of the Affirmative Action Program.

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

When an employee has been promoted and does not meet departmental work standards in the higher position, he 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 employee being demoted in a vacant position so as not to interfere with those promotions, which were made possible by his promotion. An employee who is selected and promoted to a vacant or newly created position and is rejected due to his 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 employee's name will be placed on the re-employment list.

### **Section 18.4. - Job Announcements**

Howard County job opportunities are available online at <http://agency.governmentjobs.com/howardcounty/default.cfm> and hard copies of announcements will be provided to any requesting unit member through either their timekeeper or the office of human resources.

### **Section 18.5. – Desk Audits**

Department directors may accept requests for classification review from any classified employee of their department. Such requests will be initiated in writing. The director will review the information and determine if the work assignment is appropriate and if a position study is warranted. Employees who believe their job classification is inappropriate given their current work assignment may submit a request for classification review, in writing, directly to their department director.

## **ARTICLE 19 – PENSION**

The County shall draft, introduce and support cost-neutral legislation increasing the retirement benefit multiplier from 1.55% to 1.66% for members of AFSCME Local 1810.

**ARTICLE 20 - NO STRIKE OR LOCKOUT CLAUSE**

**Section 20.1. - No Strikes**

For the duration of this Agreement, the Union, its officers, representatives, stewards and members, and the employees covered by this Agreement, shall not in any way, directly or indirectly, individually or concertedly engage in, initiate, sponsor, support, direct, ratify or condone any strike, sympathy strike, sit-down, secondary boycott, or picketing, which interferes with or interrupts the County's operations, to include but not 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 employees and shall so advise the County and the employees 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 actions he deems necessary in the public interest:

(1) Imposition of disciplinary action, including removal from County service of employees engaged in such illegal conduct;

(2) Termination of the Union's dues deduction privilege, if any;

(3) Revocation of the Union's exclusive representation certification and disqualification of the Union from participation in representation elections for a period up to a maximum of two years. Any grievance involving disciplinary action against an employee charged with a violation of this Article shall be limited to the question of whether such a violation occurred.

**Section 20.2. - No Lockouts**

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

**ARTICLE 21 – DURATION AND FINALITY OF AGREEMENT**

(a) This Agreement shall become effective as of July 1, 2015, 12:01 AM, and remain in full force and effect until midnight, June 30, 2016.

(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 22 - 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 23 - 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 \_\_\_\_\_, 2016.

**COUNTY ADMINISTRATION  
HOWARD COUNTY, MARYLAND**

**UNION:**

\_\_\_\_\_  
COUNTY EXECUTIVE

Allan H. Kittleman

\_\_\_\_\_  
PRESIDENT, AFSCME

Rhonda Neubauer

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

Lonnie R. Robbins

\_\_\_\_\_  
VICE PRESIDENT

William A. Chenowith

\_\_\_\_\_  
HUMAN RESOURCES ADMINISTRATOR

Wanda Hutchinson

\_\_\_\_\_  
TEAM MEMBER

Rosemarie Callage

\_\_\_\_\_  
CHIEF NEGOTIATOR

Sean Malone

\_\_\_\_\_  
TEAM MEMBER

Roberta Kelly

\_\_\_\_\_  
COUNTY SOLICITOR

Gary W. Kuc

\_\_\_\_\_  
TEAM MEMBER

Stephen Gerwin

\_\_\_\_\_  
TEAM MEMBER

Bob Frances

\_\_\_\_\_  
TEAM MEMBER

Charles Tunstall

\_\_\_\_\_  
TEAM MEMBER

Laura Wetherald

\_\_\_\_\_  
TEAM MEMBER

Joyce Parker

\_\_\_\_\_  
TEAM MEMBER

Michele Dudek

\_\_\_\_\_  
EXECUTIVE DIRECTOR, AFSCME Local 67

Glenard S. Middleton, Sr.

\_\_\_\_\_  
CHIEF NEGOTIATOR

Kory Blake



**EXHIBIT A**

**AUTHORIZATION FOR PAYROLL DEDUCTION  
UNION DUES**

TO: HOWARD COUNTY PERSONNEL OFFICE

FROM: \_\_\_\_\_ PAYROLL # \_\_\_\_\_ (Please Print)

I hereby request and authorize 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 1810, 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: \_\_\_\_\_

EXHIBIT B

2016 PAY SCALE  
LOCAL 1810

July 1, 2015-June 30, 2016

40 Hour Work Week

Note: Time in Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 = 1 year; Steps 11, 12, 13, 14, 15, 16 = 2 years

| Grade | Steps | 1                   | 2                   | 3                   | 4                   | 5                   | 6                   | 7                   | 8                   | 9                   | 10                  | 11                  | 12                  | 13                  | 14                  | 15                  | 16                  | 17                  | 18                  | 19                  |
|-------|-------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| A     |       | \$9.97<br>\$20,738  | \$10.31<br>\$21,445 | \$10.61<br>\$22,069 | \$10.93<br>\$22,734 | \$11.23<br>\$23,358 | \$11.60<br>\$24,128 | \$11.96<br>\$24,877 | \$12.31<br>\$25,605 | \$12.69<br>\$26,395 | \$13.09<br>\$27,227 | \$13.47<br>\$28,018 | \$13.86<br>\$28,829 | \$14.29<br>\$29,723 | \$14.73<br>\$30,638 | \$15.17<br>\$31,554 | \$15.63<br>\$32,510 | \$16.10<br>\$33,488 | \$16.58<br>\$34,486 | \$17.08<br>\$35,526 |
| B     |       | \$11.06<br>\$23,005 | \$11.40<br>\$23,712 | \$11.75<br>\$24,440 | \$12.11<br>\$25,189 | \$12.48<br>\$25,958 | \$12.88<br>\$26,790 | \$13.25<br>\$27,560 | \$13.65<br>\$28,392 | \$14.07<br>\$29,266 | \$14.49<br>\$30,139 | \$14.92<br>\$31,034 | \$15.37<br>\$31,970 | \$15.84<br>\$32,947 | \$16.32<br>\$33,946 | \$16.81<br>\$34,965 | \$17.31<br>\$36,005 | \$17.83<br>\$37,086 | \$18.36<br>\$38,189 | \$18.91<br>\$39,333 |
| C     |       | \$12.24<br>\$25,459 | \$12.62<br>\$26,250 | \$13.01<br>\$27,061 | \$13.40<br>\$27,872 | \$13.80<br>\$28,704 | \$14.21<br>\$29,557 | \$14.66<br>\$30,493 | \$15.11<br>\$31,429 | \$15.59<br>\$32,427 | \$16.04<br>\$33,363 | \$16.56<br>\$34,445 | \$17.02<br>\$35,402 | \$17.56<br>\$36,525 | \$18.09<br>\$37,627 | \$18.63<br>\$38,750 | \$19.20<br>\$39,936 | \$19.78<br>\$41,142 | \$20.36<br>\$42,349 | \$20.97<br>\$43,618 |
| D     |       | \$13.55<br>\$28,184 | \$14.00<br>\$29,120 | \$14.43<br>\$30,014 | \$14.84<br>\$30,867 | \$15.30<br>\$31,824 | \$15.77<br>\$32,802 | \$16.25<br>\$33,800 | \$16.72<br>\$34,778 | \$17.25<br>\$35,880 | \$17.78<br>\$36,982 | \$18.30<br>\$38,064 | \$18.88<br>\$39,270 | \$19.44<br>\$40,435 | \$20.04<br>\$41,683 | \$20.64<br>\$42,931 | \$21.26<br>\$44,221 | \$21.92<br>\$45,594 | \$22.58<br>\$46,966 | \$23.25<br>\$48,360 |
| E     |       | \$15.04<br>\$31,283 | \$15.47<br>\$32,178 | \$15.97<br>\$33,218 | \$16.45<br>\$34,216 | \$16.95<br>\$35,256 | \$17.47<br>\$36,338 | \$17.99<br>\$37,419 | \$18.54<br>\$38,563 | \$19.09<br>\$39,707 | \$19.72<br>\$41,018 | \$20.31<br>\$42,245 | \$20.89<br>\$43,451 | \$21.53<br>\$44,782 | \$22.19<br>\$46,155 | \$22.86<br>\$47,549 | \$23.54<br>\$48,963 | \$24.25<br>\$50,440 | \$24.98<br>\$51,958 | \$25.72<br>\$53,498 |
| F     |       | \$16.66<br>\$34,653 | \$17.17<br>\$35,714 | \$17.70<br>\$36,816 | \$18.23<br>\$37,918 | \$18.80<br>\$39,104 | \$19.37<br>\$40,290 | \$19.95<br>\$41,496 | \$20.54<br>\$42,723 | \$21.18<br>\$44,054 | \$21.84<br>\$45,427 | \$22.48<br>\$46,758 | \$23.16<br>\$48,173 | \$23.85<br>\$49,608 | \$24.59<br>\$51,147 | \$25.33<br>\$52,686 | \$26.10<br>\$54,288 | \$26.89<br>\$55,931 | \$27.71<br>\$57,637 | \$28.53<br>\$59,342 |
| G     |       | \$18.46<br>\$38,397 | \$19.02<br>\$39,562 | \$19.60<br>\$40,768 | \$20.19<br>\$41,995 | \$20.82<br>\$43,306 | \$21.45<br>\$44,616 | \$22.09<br>\$45,947 | \$22.77<br>\$47,362 | \$23.48<br>\$48,838 | \$24.17<br>\$50,274 | \$24.91<br>\$51,813 | \$25.66<br>\$53,373 | \$26.43<br>\$54,974 | \$27.25<br>\$56,680 | \$28.08<br>\$58,406 | \$28.92<br>\$60,154 | \$29.80<br>\$61,984 | \$30.68<br>\$63,814 | \$31.61<br>\$65,749 |
| H     |       | \$20.45<br>\$42,536 | \$21.07<br>\$43,826 | \$21.70<br>\$45,136 | \$22.39<br>\$46,571 | \$23.06<br>\$47,965 | \$23.76<br>\$49,421 | \$24.49<br>\$50,939 | \$25.24<br>\$52,499 | \$26.02<br>\$54,122 | \$26.78<br>\$55,702 | \$27.61<br>\$57,429 | \$28.45<br>\$59,176 | \$29.30<br>\$60,944 | \$30.21<br>\$62,837 | \$31.12<br>\$64,730 | \$32.05<br>\$66,664 | \$33.03<br>\$68,702 | \$34.02<br>\$70,762 | \$35.04<br>\$72,883 |
| I     |       | \$22.65<br>\$47,112 | \$23.35<br>\$48,568 | \$24.08<br>\$50,086 | \$24.80<br>\$51,584 | \$25.56<br>\$53,165 | \$26.34<br>\$54,787 | \$27.14<br>\$56,451 | \$27.93<br>\$58,094 | \$28.78<br>\$59,862 | \$29.69<br>\$61,755 | \$30.58<br>\$63,606 | \$31.51<br>\$65,541 | \$32.46<br>\$67,517 | \$33.45<br>\$69,576 | \$34.47<br>\$71,698 | \$35.50<br>\$73,840 | \$36.57<br>\$76,066 | \$37.66<br>\$78,333 | \$38.79<br>\$80,683 |
| J     |       | \$25.12<br>\$52,250 | \$25.87<br>\$53,810 | \$26.66<br>\$55,453 | \$27.46<br>\$57,117 | \$28.30<br>\$58,864 | \$29.14<br>\$60,611 | \$30.05<br>\$62,504 | \$30.97<br>\$64,418 | \$31.89<br>\$66,331 | \$32.89<br>\$68,411 | \$33.89<br>\$70,491 | \$34.90<br>\$72,592 | \$35.96<br>\$74,797 | \$37.06<br>\$77,085 | \$38.17<br>\$79,394 | \$39.32<br>\$81,786 | \$40.49<br>\$84,219 | \$41.70<br>\$86,736 | \$42.96<br>\$89,357 |
| K     |       | \$27.81<br>\$57,845 | \$28.65<br>\$59,592 | \$29.52<br>\$61,402 | \$30.41<br>\$63,253 | \$31.38<br>\$65,270 | \$32.31<br>\$67,205 | \$33.31<br>\$69,285 | \$34.31<br>\$71,365 | \$35.35<br>\$73,528 | \$36.42<br>\$75,754 | \$37.52<br>\$78,042 | \$38.66<br>\$80,413 | \$39.82<br>\$82,826 | \$41.02<br>\$85,322 | \$42.26<br>\$87,901 | \$43.54<br>\$90,563 | \$44.85<br>\$93,288 | \$46.20<br>\$96,096 | \$47.59<br>\$98,987 |

**EXHIBIT C**

**AUTHORIZATION FOR PAYROLL DEDUCTION  
P.E.O.P.L.E**

TO: HOWARD COUNTY PERSONNEL OFFICE

FROM: \_\_\_\_\_ PAYROLL # \_\_\_\_\_ (Please Print)

I hereby request and authorize the deduction from my earnings each payroll period the following amount \$ \_\_\_\_\_ to be paid to the Treasurer of P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality). The amount to be deducted shall be certified to the Personnel Office by the Treasurer of P.E.O.P.L.E..

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: \_\_\_\_\_

Pursuant to Section 1.111(e) of the Howard County Code, the following provisions of the Memorandum of Agreement, attached to the legislation as Exhibit 1, between Howard County and the American Federation of State, County and Municipal Employees, Howard County Local 1810, Council 67, AFL-CIO conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the Employee Manual:

1. Section 1.4 – New Classifications
2. Section 1.5 – Union Continuity
3. Section 2.2 - Dues Deductions for Employees who Join the Union
4. Section 2.3 – Service Fee for Employees Who Are Not Members of the Union
5. Section 2.4 – Condition Precedent for Dues and Fee Deductions
6. Section 2.5 – Accounting
7. Section 2.6 – Periodic Dues/Service Fees Deduction
8. Section 2.7 – Authorization for Dues Deductions
9. Section 2.8 – Insufficient Pay for Dues or Service Fee
10. Section 2.9 – Amount of Dues/Service Fees
11. Section 2.10 – Indemnification Clause
12. Section 2.11 – Failure to Pay the Service Fee
13. Section 3.1 – Designation of Representatives
14. Section 3.3 – Individual Representation
15. Section 3.4 – Union Visitation
16. Section 3.5 – Union Representation
17. Section 3.6 – Union Office
18. Section 3.7 – Orientation
19. Section 3.8 – Informational Meetings
20. Section 3.9 – Bulletin Board
21. Section 5.1 – Regular Workweek
22. Section 7.1 – Salary Scale; Adjustments
  - Subsection (a)
23. Section 7.2 – Step Increment; Copy of Performance Review
  - Subsections (c) and (d)
24. Section 7.3 – Meal Allowances
25. Section 8.1 – Shift Differential
  - Subsections (a), (b) and (c)

26. Section 8.2 – Overtime –FLSA NON-EXEMPT EMPLOYEES
27. Section 8.3 – Call-in-Pay
28. Section 8.4 – Stand-by Pay
29. Section 8.6 – Emergencies
30. Section 8.7 – Temporary Assignment Pay
31. Section 8.8 – Certification Premium
32. Article 9 – Secondary Employment
33. Section 10.1 – Holidays
  - Subsections (a), (b), (c), (d), (e) and (f)
34. Section 10.2 – Annual Leave
  - Subsections (d) and (f)
35. Section 10.10 – Union Leave
36. Section 11.1 – Health Insurance
  - Subsection (b)
37. Article 12 – Separation from the County
38. Article 13 – Grievance Procedure
39. Section 14.2 – Removal of Information
40. Section 14.3 – Employee Additions
41. Article 15 – Safety
42. Article 16 – Use of Telephones
43. Article 17 – P.E.O.P.L.E. Deduction
44. Section 18.1 – Vacancies
45. Section 18.2 – Work Standards – Trial Period
46. Section 18.3 – Demotions
47. Article 19 – Pension
48. Article 21 – Duration and Finality of Agreement

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on March 11, 2016.

Jessica Feldmark  
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jessica Feldmark, Administrator to the County Council

## Sayers, Margery

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**From:** Feldmark, Jessica  
**Sent:** Tuesday, March 08, 2016 5:49 AM  
**To:** Meyers, Jeff; Sayers, Margery  
**Subject:** FW: CB 9  
**Attachments:** Local 1810 Exhibit 1 rev.docx

Good morning,

Please see attached for corrected Exhibit 1 to CB9-2016.

Thanks,  
Jess

Jessica Feldmark  
Administrator  
Howard County Council  
410-313-3111  
[jfeldmark@howardcountymd.gov](mailto:jfeldmark@howardcountymd.gov)

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**From:** Sager, Jennifer  
**Sent:** Monday, March 07, 2016 5:24 PM  
**To:** Feldmark, Jessica  
**Cc:** Vannoy, James  
**Subject:** CB 9

I am aware of an "obvious error" in Exhibit 1 to CB 9. In the Exhibit, on page 7, in Section 7.2, the numbering in the prefiled version is as follows: (a), (b), (b), (c). The subsections should be numbered as (a), (b), (c) and (d), respectively.

In the list of conflicting provisions, attached to the Bill as Exhibit 2, Subsections 7.2(c) and 7.2(d) are listed as conflicting provisions.

Attached is a revised Exhibit 1.

Thanks



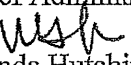
# Howard County

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## Internal Memorandum

**Subject:** Council Testimony and Fiscal Impact  
Statement  
Re: AFSCME -Local 1810

**To:** Lonnie Robbins  
Chief Administrative Officer

**Through:**   
Wanda Hutchinson  
Human Resources Administrator

**From:** Stacey Simmons  
Chief, Classification and Pay

**Date:** January 21, 2016

The Administration supports and urges the passage of the Council Bill which relates to the approval of a one year agreement and the adoption of conflicting provisions contained in the negotiated collective bargaining agreement with the AFSCME -Local 1810 for fiscal year 2016.

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's Exhibit 1 is the negotiated agreement in its entirety. Exhibit 2 to the bill contains all provisions determined to be in conflict with the Pay Plan and Employee Manual. The purpose is to give the Council a comprehensive assessment of the differences between the collective bargaining agreement negotiated with these employees and the County's personnel provisions.

The negotiated agreement with Local 1810 provides that it will have a term from July 1, 2015 through June 30, 2016. The agreement includes the addition of two steps, adding steps 18 & 19. Employees who have completed two years in step 17 will move to step 18 on their anniversary date. The additional steps will immediately affect thirty-two employees with the approximate cost of \$72,000.

cc: Jennifer Sager