

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council Of Howard County, Maryland

2016 Legislative Session

Legislative Day No. 7

Bill No. 38-2016

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 3888, 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; approving a multi-year collective bargaining agreement between Howard County and the American Federation of State, County and Municipal Employees, Howard County Local 3888, Council 67, AFL-CIO that will be effective through the end of Fiscal Year 2018 and that includes payment of certain compensation in future fiscal years; providing for the application of this Act; and generally relating to the collective bargaining agreement between Howard County and the American Federation of State, County and Municipal Employees, Howard County Local 3888, Council 67, AFL-CIO.

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

By order _____
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 _____, 2016.

By order _____
Jessica Feldmark, Administrator

This Bill was read the third time on _____, 2016 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ___ day of _____, 2016 at ___ a.m./p.m.

By order _____
Jessica Feldmark, Administrator

Approved/Vetoed by the County Executive _____, 2016

Allan H. Kittleman, County Executive

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

1 **WHEREAS**, the American Federation of State, County and Municipal Employees,
2 Howard County Local 3888, Council 67, AFL-CIO (“Local 3888”) and the County have
3 entered into an Agreement, substantially in the form attached as Exhibit 1, that is effective
4 July 1, 2016 through June 30, 2018; 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 3888 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; and

14
15 **WHEREAS**, the Agreement includes the amount of compensation to be paid to
16 members of Local 3888 during Fiscal Year 2017 (July 1, 2016 to June 30, 2017) and Fiscal
17 Year 2018 (July 1, 2017 to June 30, 2018); and

18
19 **WHEREAS**, the Agreement requires the payment by the County of funds from an
20 appropriation in a later fiscal year and therefore is subject to the multi-year provisions of
21 Section 612 of the Howard County Charter that requires Council approval of the Agreement.

22
23 **NOW, THEREFORE,**

24
25 *Section 1. Be It Enacted by the County Council of Howard County, Maryland that in*
26 *accordance with Section 612 of the Howard County Charter, it approves the terms of the*
27 *Agreement between Howard County and the American Federation of State, County and*
28 *Municipal Employees, Howard County Local 3888, Council 67, AFL-CIO, which shall be in*
29 *substantially the same form as Exhibit 1 attached to this Act.*

1 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland
2 that the County Council hereby endorses and ratifies the County Executive's signature and
3 execution of the Agreement, which shall be in substantially the same form as Exhibit 1
4 attached to this Act, for such term in the name of and on behalf of the County.

5
6 **Section 3. Be It Enacted** by the County Council of Howard County, Maryland that, in
7 regard to the Agreement between Howard County and the American Federation of State,
8 County and Municipal Employees, Howard County Local 3888, Council 67, AFL-CIO, the
9 County Council approves the attached Conflicting Provisions, listed in Exhibit 2 as attached
10 to this Act and incorporated herein, that are in conflict with the provisions of Title 1 "Human
11 Resources" of the Howard County Code or the Employee Manual.

12
13 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland
14 that the provisions of this Act shall apply beginning with the first pay date after July 1, 2016.

15
16 **Section 5. And Be It Further Enacted** by the County Council of Howard County, Maryland
17 that if there is a conflict between the Agreement attached to this Act and the Howard County
18 Pay Plan, the provisions contained in the Agreement shall control.

19
20 **Section 6. And Be It Further Enacted** by the County Council of Howard County, Maryland
21 that, in accordance with Section 612 of the Howard County Charter, Section 1 and Section 2
22 of this Act shall be effective immediately upon its enactment.

23
24 **Section 7. And Be It Further Enacted** by the County Council of Howard County, Maryland
25 that, subject to Section 6, 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 3888

COUNCIL 67, AFL-CIO

EFFECTIVE:

JULY 1, 2016

-

JUNE 30, 2018

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PREAMBLE

This **AGREEMENT**, effective as of July 1, 2016, 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 3888, 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 3888 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.

Section 1.2. - Unit Description.

- (a) The unit is composed of employees occupying the following list of job class titles.

4119 Operations Supervisor 1
4121 Operations Supervisor 11

- (b) Re-titled Classifications. In the event that any of the above listed classifications are re-titled without any change in job duties, such classifications shall be included in Section 1.2.(a).

Section 1.3. - Exclusions

A probationary employee occupying a job in the unit is eligible for Union membership and representation after successfully completing a six-month probationary period.

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(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 1.5. - Reserved

Section 1.6 - Union Continuity

The County shall make every effort not to contract out work normally performed by the bargaining unit. In the event that a position within the unit is eliminated as a result of the contracting out of work normally performed by the unit, the County shall place the employee in a vacant position for which the employee is qualified.

Section 1.7 Reserved

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 at least 30 days prior to the anniversary date of the authorization. An information copy of the notification to terminate Union membership will be sent to the Union.

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

- (a) Employees covered by this Memorandum of Agreement who are newly hired employees and elect not to join or remain members of the Union, or were employed prior to the effective date of this Memorandum of Agreement and had previously executed membership or dues authorization cards as members of the Union but who later elect to terminate such 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.

- (b) In no case can the funds, or any part thereof, be used for political purposes.

Section 2.4. - Failure to Pay Service Fee

If an employee fails to pay the required service fee by refusing to authorize the deduction or for any other reason, AFSCME Local 3888 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.

Section 2.5. - Condition Precedent for Dues and Fee Deductions

Sections 2.1 through 2.4 of this Article shall be contingent upon the receipt of membership or dues authorization cards as described above by the County from a majority (51%) of the classified employees in the bargaining unit. Once an employee executes a membership or fee payer card, said employee shall continue to be a member of Local 3888 or pay a service fee.

Section 2.6. - Accounting

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

Section 2.7. - 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 2.8. - 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 2.9. - 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 2.10. - 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 2.11. - 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 2.12. - 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).

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 any time 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.

Presuming there will be no abuse, 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. - Reserved

Section 3.7. - Union Office

In the event that the Union President is not assigned an office as part of his regular work duties, based on space availability, the County shall provide a furnished office, including a telephone at the work site of the Union President. If space is not available at the President's work site, some alternative space may be made available. Said office will be used for the purpose of storing records and conducting official Union business at such times and by such persons as provided for in this Agreement.

Section 3.8. - 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.
- (b) The Union will work in good faith to ensure that orientation sessions will be covered on a rotating basis by Union officials to prevent a disparate impact on any one agency or bureau.

Section 3.9. - Reserved

Section 3.10. - 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.

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. There shall be no broken workdays. All hours worked on an assigned workday shall be consecutive. Except as otherwise provided in this section, the workday shall be composed of eight hours of work plus an unpaid meal period. The County reserves the right to implement at its own discretion an alternate 40 hour workweek, including but not limited to, a workweek consisting of four 10 hour workdays (not including unpaid meal periods), Monday through Sunday inclusive. The County will give the Union five days' notice before changing the regular workweek.

Section 5.2. - Reserved

Section 5.3. - Tardiness

- (a) Except as provided in subsection (b) of this section, an employee who is more than seven minutes late will be docked to the closest 15-minute increment.
- (b) An employee who is required to work during inclement weather 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 or compensatory leave balance or, if no leave is available, charged as leave without pay.

Section 5.4. - Reserved

Section 5.5. - Testing; Medical Examinations

- (a) Except for a license to operate a motor vehicle, time required to take a test or to obtain a re-certification that is mandated by the employee's classification, including travel time, shall be considered part of the employee's workday.
- (b) An employee will take the medical examination required for renewal of a commercial driver's license that is a requirement of the employee's job during work hours as arranged by the County.

Section 5.6. - Paid Status.

During a weather-related or other emergency event, an employee shall remain on paid status at all times the employee is on County premises between work assignments.

Section 5.7 - Fatigue Status

This provision shall not apply during snow or weather-related events. If during a non-snow or weather related event, an employee works 16 more hours within a 24 hour period without one 8 hour break, he/she shall be placed on fatigue status and not have to report for their regularly scheduled shift for a period of 8 hours. Employees shall not be required to report to work and shall be paid administrative leave with pay for any portion of the 8 hour fatigue status period that falls within the scheduled reporting time for their regular shift. Employees shall be required to work the balance of their scheduled shift.

ARTICLE 6 – LAYOFFS and FURLOUGHS

ARTICLE 7 - COMPENSATION

Section 7.1. - Salary Scale; Adjustments

- (a) The pay rates for Fiscal Year 2017 are provided in Exhibit B. Pay rates shall be effective the first pay date after January 1, 2017, and shall remain in effect until the first pay date after July 1, 2017. The pay scale in Exhibit B reflects a 2% across the board increase over the existing pay scale.

- (b) The pay rates for Fiscal Year 2018 are provided in Exhibit C. Pay rates shall be effective the first pay period beginning after July 1, 2017. The pay scale in Exhibit C reflects 2% across the board increase over the pay scale in Exhibit B. 2.

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.

Section 7.3. - Reserved

Section 7.4. - 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 7.5. - Reserved

Section 7.6. - Reserved

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 12 noon or later and who work a full ten (10) hours shift shall receive a differential increment of five percent (5%) over their base hourly rate of pay.
 - (2) Employees 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.
 - (3) Employees whose fixed shift begins 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.
- (b) Rotating Shifts. For those employees who work a rotating shift, a shift differential shall be paid for hours worked as follows:
 - (1) Employees working the 4:00 PM – 12 Midnight shift shall receive a shift differential increment of five percent (5%) over their base rate of pay.
 - (2) Employees working the 12 Midnight – 8:00 AM shift shall receive a shift differential increment of seven and one-half percent (7 ½%) 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.

- (a) All 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)
 - (1) 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.
 - (2) Employees who work overtime in departments other than those to which

they are normally assigned shall not have the option of accepting compensatory time but shall be paid overtime by the department for which the work was performed.

- (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.
- (d) If an employee at the Wastewater Treatment Plant is scheduled to work a shift beginning between 3:00 PM and 8:59 PM on Sunday and is required to stay over to work the following shift, representing a new pay period, the employee shall be paid at a rate of time and one half the employee's base hourly rate of pay for the hour(s) worked during the subsequent contiguous shift..

Section 8.3. - Call-in-Pay

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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) Being on-call for snow removal or other emergency weather conditions does not

qualify for stand-by pay.

- (c) 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 8.7 of this Agreement.

Section 8.5. - Reserved

Section 8.6. - Commercial Driver's Licenses (CDLs)

An employee whose regular assigned duty requires that they possess and keep current a CDL will have the annual renewal cost paid by the County.

An additional 30¢ per hour will be paid to an employee for hours worked, if the employee is required to obtain and maintain a commercial driver's license (CDL). The CDL payment is not applicable to overtime or pension calculations.

Section 8.7. - 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 8.8. - Reserved

Section 8.9. - Mechanics' Certification Premium

Operations Supervisors working in Fleet who obtain and maintain ASE certifications pertinent to their shop assignment will receive \$.05 per hour for each separate certification maintained. To receive the premium, the employee must present a copy of the ASE Certificate indicating successful completion of the required course(s) and examination(s), and accept assignment to duties that utilize the certification.

Section 8.10. 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 the 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 or closes offices early by 2 hours or less, employees required to work their regularly assigned duties during their regularly scheduled shift during the delayed opening or early closing will be paid their normal rate and not eligible for compensatory time.

Section 8.11. - Reserved

Section 8.12. - 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 8.13. - Reserved

Section 8.14. - Reserved

Section 8.15. - Reserved

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

- (i) eight hours of pay at his/her regular rate of pay, or
- (ii) 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

- (i) eight hours of pay at his/her regular rate, or
- (ii) 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:

- (i) Works rotating shifts or rotating days; and
- (ii) 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 4th of July (July 4), the unit member will receive time and one half for all hours worked on the holiday plus, at the employee's option, either (i) eight hours of pay at his/her regular rate, or (ii) 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.

(h) Employees placed on standby status for a holiday who are called in on the holiday shall receive double time for any hours worked beyond 4 hours.

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:

Continuous Service	Annual Leave Accrual
Appointment through 5 th year	13 days per year
6 th year through 10 th year	16 days per year
11 th year through 20 th year	19 days per year
21 st year and above	21 days per year

- (b) Employees may carry over no more than 360 hours of annual leave 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 employee will have until December 31 of the current fiscal year to utilize those hours in excess of 360. 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.
- (e) 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.

Section 10.4. - Disability Leave

- (a) Employees shall earn disability leave at the rate of one working day per month with unlimited accrual. Disability leave shall accrue to the employee's credit for a given month as long as the employee is in pay status and leave balances may be carried over from one fiscal year to the next with no maximum carryover limitation. Disability leave may be taken in periods of one-half (1/2) hour or more.
- (b) 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.
- (c) Fathers may use up to three days of disability leave related to the birth or adoption of a child.
- (d) Disability leave may be used for medical/dental/optical appointments; to the extent such appointments cannot be scheduled during non-working hours.
- (e) When an employee requests disability leave, he/she shall be required to notify his/her immediate supervisor of the illness or incapacity before the start of the employee's shift on the first day of illness or incapacity and the probable date of return to work.
- (f) When an employee uses more than three consecutive days of disability leave, such absence must be substantiated by a certificate from the treating physician or other licensed practitioner describing the nature of the illness or incapacity, the dates of treatment, which contains a release to return to work outlining any applicable work restrictions. Notwithstanding the above, if the employee's supervisor suspects abuse of disability leave, the employee may be put on notice that a doctor's certificate confirming the nature and extent of the illness or incapacity must be submitted upon the employee's return to work from the next incident of sick leave, even though this may be less than three days. Failure to notify the supervisor of illness, or abuse of disability leave, will be considered sufficient cause for disciplinary action.
- (g) When an employee has been counseled regarding the use and possible abuse of disability leave and improvement has not been noted, the County may require that employee to report to the County's physician each time he/she calls in sick to substantiate such absence. In cases of a documented illness which temporarily incapacitates the employee, that employee will be required to be examined by the County's physician prior to reporting back to work. An employee's failure to do so upon request shall result in being placed in an "absent without leave" status and will result in loss of pay and possible disciplinary action.

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 to the CAO.
 - 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 3888 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) During the term of this agreement, members of the bargaining unit shall be eligible for the medical (including vision and prescription drug), dental, life, long term disability, flexible spending accounts and any other insurance benefit programs on the same basis as all other groups of County employees. This includes eligibility for participation, contribution rates, plan coverage, and all other terms and conditions as stipulated in each benefit's governing document.
- (b) Health insurance rates for Calendar Year 2016 are provided in Exhibit E.
- (c) Unit members may participate in a pre-tax voluntary benefit program offered by SF&C Select Benefits Communication Group covering critical illness.
- (d) *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.

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 current department policy/practice shall remain in place during the duration of this Agreement.

The County will provide each employee annually with one Tee-shirt for each day worked during the normal workweek. Employees in the Department of Recreation and Parks, Bureau of Parks and the Department of Public Works, Bureau of Facilities will receive tee-shirts with collars. Each department reserves the right to determine colors, styles, and types of clothing to be worn by bargaining unit employees. Each department may provide a stipend with which employees shall purchase work attire from the County's approved vendors.

The County will issue either one set of winter coveralls or a winter jacket to each bargaining unit member. Coveralls/winter jackets will be replaced on an as needed basis, depending upon fair wear and tear. With documentation (Loss/Theft Report), jacket/coveralls will be replaced.

The County will have disposable coveralls available at the Water Reclamation Plant to be used, as needed, and protective clothing to other employees as appropriate.

The County will provide full uniform service to Animal Control Officers, Bureau of Utilities, Motor Equipment Mechanics, Facilities personnel, and Park Specialists performing as security personnel.

The County will continue its present policy on providing safety eyewear. The County will comply with the Safety Footwear Program as contained in Policy & Procedure 200.6 and will monitor such compliance in cooperation with the Office of Human Resources. The County will pay any additional cost associated with the purchase of safety footwear under the policy that is directly attributable to the fact that the shoe is large.

If the Union determines there is a particular need for a uniform(s) in a work area, it shall present appropriate justification of need to the County in which case the prescribed uniform provided may be adjusted.

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, formerly Section 1.121 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 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 3888 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 - TOOL REPLACEMENT

Based on a recorded and approved inventory, the County will provide replacement in-kind for tools stolen from Operations Supervisors working in Fleet who are required to purchase the necessary tools to perform their jobs. A departmental form or Police Report must be filed by the employee to be eligible for recovery. Additionally, for these same employees and subject to prior approval, worn tools will be replaced in like kind. Supervisors, upon request may approve upgraded replacement of tools. All replacements will be initiated by reimbursement to the employee upon submission of a receipt. The employee will be required to turn in the worn tool.

ARTICLE 17 - USE OF TELEPHONES

Presuming there will be no abuse, a unit member may use County telephones or the County email system, on the clock, to contact the Union representative, President, or Shop Steward or to post unit messages when a grievance occurs and the contact is needed. The supervisor must be informed that the contact 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.

The County cell phone policy in effect on March 1, 2016, as attached in Exhibit F, shall remain in effect for the duration of this agreement. This paragraph shall remain in effect through June 30, 2018.

ARTICLE 18 - Reserved

ARTICLE 19 - PROMOTIONS

Section 19.1. - 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 19.2. - 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 19.3. - 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 19.4. - 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.

ARTICLE 20 – LABOR/MANAGEMENT COMMITTEE

The County and the Union agree to establish a Labor-Management Committee to discuss issues related to take-home vehicles. The Committee Chair shall submit any Committee recommendations to the Chief Administrative Officer.

ARTICLE 21 - PENSION

The County shall draft, introduce and support legislation increasing the retirement benefit multiplier from 1.55% to 1.66%, and the employee contribution to 3%, for members of AFSCME Local 3888.

ARTICLE 22 - NO STRIKE OR LOCKOUT CLAUSE

Section 22.1. - 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 slowdown 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 22.2. - No Lockouts

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

ARTICLE 23 – DURATION AND FINALITY OF AGREEMENT

- (a) This Agreement shall become effective as of July 1, 2016 12:01 AM, and remain in full force and effect until midnight, June 30, 2018.
- (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 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 - 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.

**HOWARD COUNTY ADMINISTRATION
HOWARD COUNTY, MARYLAND:**

COUNTY EXECUTIVE
Allan H. Kittleman

CHIEF ADMINISTRATIVE OFFICER
Lonnie R. Robbins

COUNTY SOLICITOR
Gary W. Kuc

CHIEF NEGOTIATOR
Sean Malone, Esq.

DIRECTOR OF RECREATION & PARKS
John Byrd

DIRECTOR OF PUBLIC WORKS
James M. Irvin

HUMAN RESOURCES ADMINISTRATOR
Wanda Hutchinson

TEAM MEMBER
John Marshall

TEAM MEMBER
John Peterson

TEAM MEMBER
Michele Dudek

Reviewing Attorney:

ASSISTANT COUNTY SOLICITOR
Janssen Evelyn

UNION (Local 3888):

PRESIDENT
Gary D. Stewart

CHIEF NEGOTIATOR
Kory Blake

TEAM MEMBER
Rod Miles

TEAM MEMBER
Thomas Pickett

TEAM MEMBER
David Ball

Glenard S. Middleton, Sr.
AFSCME Council 67

TEAM MEMBER
Michael Peach

EXHIBIT A

AUTHORIZATION FOR PAYROLL DEDUCTION

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 3888, 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

Salary Scale OS - Local 3888

FY 2017

Effective January 1, 2017- June 30, 2017

40 Hour Work
Week

Note: Time in Steps 1 through 11 = 1 year; Steps 12 through 19 = 2 years

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
I		\$23.82	\$24.56	\$25.30	\$26.07	\$26.87	\$27.68	\$28.49	\$29.36	\$30.28	\$31.19	\$32.14	\$33.11	\$34.12	\$35.16	\$36.21	\$37.30	\$38.42	\$39.58
		\$49,546	\$51,085	\$52,624	\$54,226	\$55,890	\$57,574	\$59,259	\$61,069	\$62,982	\$64,875	\$66,851	\$68,869	\$70,970	\$73,133	\$75,317	\$77,584	\$79,914	\$82,326
J		\$26.39	\$27.19	\$28.01	\$28.87	\$29.72	\$30.65	\$31.59	\$32.53	\$33.55	\$34.57	\$35.60	\$36.68	\$37.80	\$38.93	\$40.11	\$41.30	\$42.53	\$43.81
		\$54,891	\$56,555	\$58,261	\$60,050	\$61,818	\$63,752	\$65,707	\$67,662	\$69,784	\$71,906	\$74,048	\$76,294	\$78,624	\$80,974	\$83,429	\$85,904	\$88,462	\$91,125

EXHIBIT C

Salary Scale OS - Local 3888

FY 2018

Effective July 1, 2017 - June 30, 2018

40 Hour Work
Week

Note: Time in Steps 1 through 11 = 1 year; Steps 12 through 19 = 2 years

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
I		\$24.30	\$25.05	\$25.81	\$26.59	\$27.41	\$28.23	\$29.06	\$29.95	\$30.89	\$31.81	\$32.78	\$33.77	\$34.80	\$35.86	\$36.93	\$38.05	\$39.19	\$40.37
		\$50,544	\$52,104	\$53,685	\$55,307	\$57,013	\$58,718	\$60,445	\$62,296	\$64,251	\$66,165	\$68,182	\$70,242	\$72,384	\$74,589	\$76,814	\$79,144	\$81,515	\$83,970
J		\$26.92	\$27.73	\$28.57	\$29.45	\$30.31	\$31.26	\$32.22	\$33.18	\$34.22	\$35.26	\$36.31	\$37.41	\$38.56	\$39.71	\$40.91	\$42.13	\$43.38	\$44.69
		\$55,994	\$57,678	\$59,426	\$61,256	\$63,045	\$65,021	\$67,018	\$69,014	\$71,178	\$73,341	\$75,525	\$77,813	\$80,205	\$82,597	\$85,093	\$87,630	\$90,230	\$92,955

EXHIBIT D

SUPPLEMENTAL LIFE INSURANCE RATES:

Supplemental Life Insurance	
Age on January 1st	Monthly Rate per \$1000 of coverage
under 25	\$0.050
25 - 29	\$0.060
30 - 34	\$0.080
35 - 39	\$0.090
40 - 44	\$0.105
45 - 49	\$0.195
50 - 54	\$0.336
55 - 59	\$0.430
60 - 64	\$0.660
65 - 69	\$1.27
70 +	\$2.060


Dependent Life Insurance
\$20,000 benefit on spouse
\$10,000 benefit on child(ren)
Rate is \$1.00 per pay

EXHIBIT E

Health Plan Rates

PLAN YEAR: JANUARY 1, 2016 - DECEMBER 31, 2016

PLAN OPTION & ENROLLMENT TIER	FULL MONTHLY PREMIUM	FULL TIME EMPLOYEE Bi weekly contribution (24 pays)	PART TIME EMPLOYEE Bi weekly contribution (24 pays)
Aetna Open Choice PPO			
Employee	\$633.67	\$48.00	\$158.50
Employee & Child(ren)	\$1,108.92	\$83.50	\$277.50
Employee & Spouse	\$1,457.44	\$109.50	\$364.50
Family	\$1,805.96	\$135.50	\$451.50
Aetna Open Access Select			
Employee	\$536.71	\$27.00	\$134.50
Employee & Child(ren)	\$1003.65	\$50.50	\$251.00
Employee & Spouse	\$1234.43	\$62.00	\$309.00
Family	\$1,588.67	\$79.50	\$397.50
Kaiser HMO			
Employee	\$495.71	\$25.00	\$124.00
Employee & Child(ren)	\$941.86	\$47.50	\$235.50
Employee & Spouse	\$1140.14	\$57.50	\$285.50
Family	\$1487.14	\$74.50	\$372.00
Delta Dental PPO Plus			
Employee	\$33.46	\$9.00	\$9.00
Employee & Child(ren)	\$58.47	\$15.00	\$15.00
Employee & Spouse	\$76.93	\$19.50	\$19.50
Family	\$94.68	\$24.00	\$24.00
DentaQuest EPO			
Employee	\$13.00	\$3.50	\$3.50
Employee & Child(ren)	\$24.34	\$6.50	\$6.50
Employee & Spouse	\$24.34	\$6.50	\$6.50
Family	\$31.42	\$8.00	\$8.00

<p>Department of</p>  <p>County Administration</p>	<p>HOWARD COUNTY</p> <p>Policy and Procedure</p> <p>Title: Commercial Wireless Voice and/or Data Telephones</p>	<p>Number: 400.11</p> <p>Prepared By: County Administration and Department of Technology and Communication Services</p> <p>Initial Release Date: 11/19/2012</p> <p>Revised: 3/1/2016</p>
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Policy

Stipend/Allowance for Work-Related Use of Personal Communication Devices

Howard County employees who must stay in close contact with the office and the public while away from County offices may receive an allowance for work-related use of their personal devices. The purpose of this policy and the intent of the stipend are to reimburse work-related usage of an employee's personal device. These devices may include cellular voice telephones and smartphones. Beyond this allowance, it should be noted that all government employees in the State of Maryland are eligible for a discount from most wireless service providers, as long as the employee presents their identification badge at the store and the account is in their name.

ELIGIBILITY - Written justification, approved by an employee's appointing authority or designee, demonstrating the need for wireless devices for the employee's work-related use of a wireless device must be submitted through the Department Head or Administrator of the employee to the Chief Administrative Officer. The Chief Administrative Officer will review the request and if approved forward to the Department of Technology and Communication Services. Requests that are not approved will be returned to the Department Head or Administrator.

The purpose of this stipend is to offer eligible employees an allowance to reimburse the employee for work-related use of the employee's personal device, not to fund the entire cost of both personal and work-related use of the phone. In addition, the County will subsidize the purchase of such a device if eligible under this policy.

The amount of the allowance will be based on a tier system dependent on the amount of work-related use required by the employee's job description. Employees eligible to receive an allowance must have work-related duties which:

1. Require immediate response and/or communication for public safety or government operations.
2. Justify that commercial wireless services are a more effective means of communications than office devices.
- 3.

TIER SYSTEM FOR STIPEND FOR COMMUNICATION SERVICE.

Tier 1: \$90.00

Eligible employees are the Department Heads and their immediate deputy.

Tier 2: \$60.00

Eligible employees are Administrators and those employees that require voice and/or data access outside normal operating hours or are required to be out of the office for significant periods of time to perform their job responsibilities.

Tier 3: \$30.00

Eligible employees include those whose work duties require usage of a voice only plan either outside of normal County operating hours or outside County offices.

Tier 4: \$10.00

Eligible employees include those whose work duties require occasional but consistent use of their personal device outside of the office to conduct the county's business, or for security reasons.

Note: All employees must include justification for their tier selection on their request form before the request will be considered for approval.

Priority Service (Government Emergency Telecommunications Service--GETS)

An additional monthly stipend of \$5.00 will be permitted for those employees requiring priority service as determined by the Department Head or Administrator.

RESTRICTIONS ON WORK-RELATED USE OF PERSONAL DEVICES:

1. **Utilization of Devices:** Authorized device users shall be required to utilize their wireless protocol for work-related use only when they are unable to use their standard office products to perform those same functions, such as when working outside of County offices or when access to County systems are unavailable.
2. **Department Responsibilities:** The Department Head or Office Administrator is responsible for ensuring that wireless product usage complies with this Policy and Procedure.
3. **Employee Responsibilities:** An employee receiving an allowance shall:
 - a. Notify the Department Head immediately of inactivation of the device. An employee is prohibited from continuing to collect a monthly mobile device plan allowance when the device is no longer active or needed for the performance of the employee's job responsibilities.
 - b. Pay all amounts due as agreed between the mobile device user and the cell phone service provider. Should the employee fail to pay according to his/her agreement, the mobile device allowance shall be denied for that period of time in which the employee has not received mobile device service under the employee's personal mobile device plan.
 - c. Understand that the employee can install mobile device management software on the mobile device so the employee can access County applications, as well as allow the County to be able to erase all County data contained on the data device if lost, stolen, misplaced, or should the employee resign, retire or be terminated for any reason, or if erasure is in the best interest of the County.
 - d. Agrees to make the mobile device number accessible to the employee's immediate supervisor, so that the employee's supervisor may be able to contact the employee if the employee is off-site during work hours.
 - e. If the mobile device is lost, stolen, or compromised, allow the County to lock down the communications device for compliance or confidentiality purposes including the disabling of Bluetooth, SMS/MMS, WLAN, Infrared, POP/IMAP email, camera function, or any other process that may be required to maintain confidentiality of the organization.
 - f. Understand that all SMS (text) messages pertaining to work can be made public knowledge under a request through Maryland's Public Information Act (General Provisions Article, §§101 through 601, Annotated Code of Maryland).
 - g. Understand that use of a personal communication device for County business may make the device and/or the electronic information stored on the device subject to a legal hold issued by the Howard County Office of Law or a preservation order issued by a federal or state court, requiring the device and/or electronically stored information to be preserved and not destroyed.

STIPEND FOR PURCHASE OF EMPLOYEE PERSONAL COMMUNICATION DEVICES

Employees who purchase a personal communication device that will also be used for work-related job duties will receive a stipend from the County for the purchase of that device. The stipend shall be \$150 for those that qualify under Tier 1 or

Tier 2, as described above, and \$75 for those that qualify under Tier 3, also described above. Employees that qualify for Tier 4 will not receive a stipend for the purchase of a device. No allowance for the purchase of a device will be authorized more than once every two years. These devices may not be purchased on County purchasing cards (PDQ Cards).

TEMPORARY USE OF COUNTY-OWNED PERSONAL COMMUNICATION DEVICES ("LOANER" PROGRAM)

Request for County-owned Devices: Employees may request the temporary use of County-owned wireless devices. These devices include cellular voice telephones and tablet devices. Written justification, approved by an employee's Department Head or Administrator demonstrating the need for the use of county-owned wireless devices for the employee's work-related use must be submitted through the Department Head or Administrator of the employee to the Chief Administrative Officer. The Chief Administrative Officer will review the request and if approved forward it to the Department of Technology and Communication Services. Requests that are not approved will be returned to the Department Head or Administrator. Bills will be reviewed by the Department Head or Administrator with the monthly log provided by the employee. Requests for commercial wireless voice and/or data telephone service must be submitted to the Director of Technology and Communications.

An existing device may be transferred from one employee to another only with prior approval of the Director of Technology and Communication Services or designee. Wireless devices are not permitted to be transferred directly between employees without approval of the Director of Technology and Communication Services.

Mobile Device User Responsibility - Employees who temporarily utilize a County communications device are responsible for ensuring:

1. That the device is used for County business only. The County recognizes that incidental use not initiated by the employee is possible; however, it should be both infrequent and not routine. The County also recognizes that there may be emergency or extenuating circumstances under which the device is needed for personal use. Those occasions also must be infrequent and non-routine. Reimbursement for incidental personal use should be made when appropriate.
2. The physical protection of the device from damage.
3. That the device is not used for any unauthorized use.
4. That the device is returned to the County when it is no longer needed.
5. That the device is not used for commercial or other activities unrelated to the performance of the employee's job duties.

COUNTY-OWNED DEVICES

Certain employees may be assigned County-owned phones when required by their job duties. Circumstances justifying the utilization of County-owned phones include the following:

1. When the performance of job duties necessitate County control of the entire mobile environment for security, for certain public safety operations, or other reasons as determined by the Chief Administrative Officer;
2. The employee's job duties include testing of new system applications on personal communication devices;
3. The use of a County-owned phone is a more cost effective means of providing mobile device service.

Decisions relating to employee utilization of County-owned phones will be made by the Department Head or Administrator in conjunction with the Department of Technology and Communication Services.

USE OF PERSONAL DEVICES DURING WORK HOURS

The County extends an opportunity to its employees to use personal wireless devices in limited and responsible ways in an effort to create a supportive environment during work hours. This opportunity is a privilege, not a right, and may be revoked or limited at any time by the County.

Lonnie R. Robbins, Chief Administrative Officer

CERTIFICATION

This Policy and Procedure is not subject to the provision of the Howard County Administrative Procedures Act.

Gary W. Kuc, County Solicitor

Date

Pursuant to Section 1.111(e) of the Howard County Code, the following provisions of the Agreement, attached to the Bill as Exhibit 1, between Howard County and the American Federation of State, County and Municipal Employees, Howard County Local 3888, 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 1.6 – 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 – Failure to Pay Service Fee
6. Section 2.5 – Condition Precedent for Dues and Fee Deductions
7. Section 2.7 – Periodic Dues/Service Fees Deduction
10. Section 2.8 – Authorization for Dues Deductions
8. Section 2.9 – Insufficient Pay for Dues or Service Fee
9. Section 2.10 – Amount of Dues/Service Fees
10. Section 2.11 – Indemnification Clause
11. Section 2.12 – P.E.O.P.L.E. Deduction
12. Section 3.1 – Designation of Representatives
13. Section 3.3 – Individual Representation
14. Section 3.4 – Union Visitation
15. Section 3.5 – Union Representation
16. Section 3.7 – Union Office
17. Section 3.8 – Orientation
18. Section 3.10 – Informational Meetings
19. Section 5.1 – Regular Workweek
25. Section 5.5 – Testing; Medical Examinations
26. Section 5.6 – Paid Status
27. Section 5.7 – Fatigue Status
28. Section 7.1 – Salary Scale; Adjustments
 Subsection (a)
29. Section 7.2 – Step Increment; Copy of Performance Review
 Subsection (c)
30. Section 7.4 – Meal Allowances

31. Section 8.1 – Shift Differential
 Subsections (a)(1), (b)(1), (b)(2) and (c)
32. Section 8.3 – Call-in-Pay
33. Section 8.6 – Commercial Driver’s Licenses (CDLs)
34. Section 8.9 – Mechanics’ Certification Premium
35. Section 8.10 – Emergencies
36. Section 10.1 – Holidays
 Subsections (b), (c), (d), (e) and (f)
37. Section 10.2 – Annual Leave
 Subsections (d) and (f)
38. Section 10.4 – Disability Leave
 Subsection (b)
39. Section 10.10 – Union Leave
40. Section 11.1 – Health Insurance
 Subsection (b)
41. Article 12 – Protective Clothing and Uniforms
42. Article 13 – Grievance Procedure
43. Section 14.2 – Removal of Information
44. Section 14.3 – Employee Additions
45. Article 15 – Safety
46. Article 16 – Tool Replacement
47. Section 19.1 – Vacancies
48. Section 19.2 – Work Standards – Trial Period
49. Section 19.3 – Demotions
50. Article 21 – Pension
51. Article 23 – Duration and Finality of Agreement