MEMORANDUM

OF

AGREEMENT

BETWEEN

HOWARD COUNTY, MARYLAND

AND

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES

HOWARD COUNTY LOCAL 3085

COUNCIL 67, AFL-CIO

EFFECTIVE:

JULY 1, 2005 - JUNE 30, 2007

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PREAMBLE

This **AGREEMENT**, effective as of July 1, 2005, 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 3085, 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 3085 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.

1815 Stores Clerk
1835 Senior Stores Clerk
1855 Stores Control Technician
3011 Parks Maintenance Worker
3012 Parks Maintenance Specialist
3013 Parks Maintenance Leader
7134 Communications Equipment Technician I
7135 Communications Equipment Technician II
9113 Animal Handler
9115 Animal Control Officer
9215 Custodial Worker
9221 Maintenance Mechanic I
9222 Maintenance Mechanic II
9234 Instruments/Electronics Technician
9421 Motor Equipment Operator I
9422 Motor Equipment Operator II
9423 Motor Equipment Operator III
9521 Buildings Control Technician
9525 Air Conditioning & Heating Mechanic
9535 Traffic Signal Maintenance Technician
9546 Electrician

9565 Plumber
9581 Motor Equipment Mechanic I
9582 Motor Equipment Mechanic II
9615 Weightmaster
9621 Utility Worker I
9622 Utility Worker II
9623 Utility Worker III
9624 Utility Worker IV
9721 Water Reclamation Plant Operator I
9722 Water Reclamation Plant Operator II
9723 Water Reclamation Plant Operator III

(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) Laboratory Technicians, confidential employees, management employees, exempt employees and all employees similarly situated are excluded from the unit.

(b) 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. – Contingent Workers.

This provision applies only to employees of the Department of Recreation and Parks.

The total hours of Contingent Workers who perform tasks associated with Bargaining Unit members will not exceed 25% of the total regular hours of the budgeted positions unless there are vacancies, positions held open due to budget constraints, or incumbent(s) who is/are on

extended absences. Upon request, the County will provide the Union with a report identifying the number of budgeted hours and the number of hours worked by contingent workers. Each request shall not be made more often than quarterly.

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.

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 3085 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 3085 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.

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, 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.

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. - Use of Bulletin Board.

The County agrees to provide a bulletin board to the Union for the purpose of allowing the Union to inform its membership of Union business. Such material shall not violate criteria generally applicable to the posting of notices on County property; furthermore, the Union agrees to provide copies of all notices being posted to the Department Head and the Personnel Officer.

Section 3.7. - Union Office.

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.

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.

Section 3.9. – Pension Disability Appeals Board.

The Executive Board of AFSCME Local 3085 shall forward the name of the individual selected as the Peer Representative to the Pension Disability Appeals Board to the County Human Resources Administrator for appointment to the Board.

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.

(a) 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.

(b) An employee in the job classification of Water Reclamation Plant Operator I, II or III who is the sole employee on duty during his regular shift shall receive a paid thirty minute lunch period.

Section 5.2. - Work Schedules.

Work schedules showing the employees' regular workweek, including shifts, workdays, and hours shall be posted on the appropriate department bulletin board at all times. An employee will be given five days notice of a change in his/her regular workweek.

Section 5.3. - Tardiness.

(a) An employee, appropriately dressed and ready to work, must report to his/her clock-in or sign-in area at the start of scheduled duty time. An employee who does not clock-in on the scheduled start time is considered late.

(b) Except as provided in Subsection (c) of this section, an employee who is more than seven minutes late will be docked to the closest 15-minute increment.

(c) 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. – Changes to Time Cards/Payroll Sheets.

If an employees' time card or payroll sheet is changed from the way it was submitted, the supervisor authorizing the change shall immediately notify the employee, in writing, of the details of the change.

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, or is otherwise required by the County to be available for work.

ARTICLE 6 – LAYOFFS

The County agrees to the following policy with respect to layoffs:

(a) In the event that it becomes necessary to layoff employees, no regular full-time employee shall be laid off prior to the lay-off of temporary or part-time employees.

(b) The order of layoff shall be the less senior member within the job classification to be laid off, bargaining unit wide, to the most senior member of the classification to be laid off provided that the senior employee has the knowledge, skills, and ability to perform tasks within the same job classification at the job site of the junior employee being displaced. Employees in higher classifications may not move or bump employees in a lower classification to avoid layoff.

(c) Prior to layoff, employees shall receive not less than 10 working days notice.

(d) Laid off bargaining unit members shall have their names place on the appropriate

re-employment list for the classification they held at the time of their layoff. Such names shall remain on the appropriate list for a period of two years and shall automatically be placed on eligibility lists submitted to department heads.

ARTICLE 7 – COMPENSATION

Section 7.1 – Salary Scale; Adjustments.

Salary Scales for Fiscal Year 2006 (July 1, 2005 – June 30, 2006) and Fiscal Year 2007 (July 1, 2006 – June 30, 2007) are as provided in Exhibit B. Exhibit 1 to Exhibit B shall be effective the first pay date after July 1, 2005. Exhibit 2 to Exhibit B shall be effective the first pay date after July 1, 2006.

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. - Longevity.

Provided that their most recent performance evaluation is not unsatisfactory and unit members will have completed the indicated total years of service with Howard County, they shall receive:

(a) After completion of 10 years, a $ .50 per hour increase over their base rate.

(b) After completion of 15 years, a $1.20 per hour increase over their base rate.

(c) After completion of 20 years, a $1.50 per hour increase over their base rate.

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. – Leave Without Pay

Leave without pay will not be granted on a call in basis except for a bona fide emergency. Leave without pay may be requested 48 hours in advance for a specified period if the employee has a personal need and does not have leave to cover it.

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) hour 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 from 9:00 PM through 4:59 AM shall receive a shift differential increment of seven and one-half percent (7½%) 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 (7½%) 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.

(2) Employees who volunteer to work overtime in departments other than those to which they are normally assigned shall not have the option of accepting compensatory time in lieu of paid overtime without the approval of their department head. Except as provided in Section 8.10 or for snow removal-related work, employees ordered to work overtime for another department shall have the option of accepting compensatory time in lieu of paid overtime.

(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) A roster for overtime will be established and posted at each work site to ensure that overtime is administered fairly. Overtime will be made available on an equal basis to all qualified employees. An employee's refusal of overtime, as well as his being on a leave status when overtime would otherwise be offered, counts the same as if the employee had worked overtime for purposes of record keeping.

(e) 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.

(f) A copy of the overtime roster for each work location shall be provided to the Union on a monthly basis.

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. 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.

(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. - Welder's Premium.

(a) Motor Equipment Mechanics who are required to spend at least fifty percent (50%) of their time welding or who are required to frequently fabricate by welding will have $1,000 added to their base pay.

(b) Unit members not meeting the requirements of paragraph (a) whose assigned job duties include welding and who spend at least 5% of their time welding and have the appropriate American Welding Society (AWS) certification will have $500 added to their base pay. No more than 12 unit members may receive this premium.

(c) The County will pay the renewal costs for the appropriate AWS certification for unit members meeting the requirements of (a) or (b).

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.

Mechanics 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.

Section 8.11. – Multi-Task Certification.

Employees at the Wastewater Treatment Facility who acquire two (2) certifications as required per their job responsibilities and when approved by the Director shall receive $500 annually. Section 8.7 of this provision shall be applicable and the stipend shall not be applicable toward any retirement calculations.

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 five 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. – Snow Removal Premium.

(a) An employee who is required to operate a motor vehicle or motorized equipment for purposes of snow removal will be paid an annual premium of $25. For the purposes of this section, a motor vehicle or motorized equipment includes a skid steer loader, ATV, small tractor, and ride-on mower adopted for snow removal, but does not include a walk-behind snow blower. This premium does not apply to employees who receive a CDL premium under Section 8.6.

(b) Premiums under this Section will be paid in a lump sum as of March 31 of each year.

Section 8.14. – Certified Trainers.

(a) If an employee is certified as a Trainer and provides training to other County employees, the employee shall be paid the following amounts annually:

$1,000 for Traffic Control Training
$1,000 for Forklift Training

(b) An employee may qualify for only one pay under this section per year.

(c) An employee designated by a Bureau Chief to perform duties as a CDL trainer will be paid an annual premium of $1,000. No more than 4 unit members may receive this premium.

(d) Premiums under this section will be paid in a lump sum as of December 1 of each year.

Section 8.15. – Maryland Certified Emission Technician Premium.

A Motor Equipment Mechanic who obtains and maintains a Maryland Certified Emission Technician (MCET) certification pertinent to the employee's shop assignment will have $500 added to the employee's base salary. To receive the premium, the employee must present a copy of the MCET Certificate indicating successful completion of the required course(s) and examination(s), and accept assignment to duties that utilize the certification.

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 the following paid holidays:

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

(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, 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) 8 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 normal 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) 8 hours of pay at his/her regular rate, or (ii) one day of leave.

(d) A unit member shall receive 1½ times his/her regular rate of pay for all hours worked on a holiday plus 8 hours of pay at his/her regular rate, if the unit member:

(1) Works rotating shifts or rotating days; and

(2) (i) Is a Water Reclamation Plant Operator I, II, or III, (excluding maintenance);
(ii) Is assigned to work at the Alpha Ridge Landfill; or
(iii) Is assigned to work in Animal Control.

(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 1½ times his/her regular rate of pay for all hours worked on the holiday plus, at the employee's option, either (i) 8 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.

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 5th year	13 days per year
6th year through 10th year	16 days per year
11th year through 20th year	19 days per year
21st year and above	21 days per year

(b) No more than 40 days 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) Beginning July 1, 2006, 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 (½) 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.

(h) Employees who have worked from July 1st through June 30th and accrued 12 disability leave days during those periods and have used four or fewer of these days during that same period for personal or family illness or physician's appointments may, at their option, cash in two of their remaining days for one day's pay.

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.

(a) 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 Section V. 4. of the Howard County Employee Manual.

(b) A member of the Union shall, at the request of the Union, be granted a one time leave of absence without pay of up to one year during the life of this contract.

The County will guarantee re-employment in his/her current classification for a leave period of up to one year. All seniority shall continue to accrue during this period. For leaves of a greater period of time, the unit member may return to his/her regular classification or another classification provided that there is a vacant position and he/she meets the physical requirements and the current qualifications for that classification. If no position is available, he/she will be placed on the re-employment list. In any event, upon the return to County employment, he/she

will be placed at the same step in the salary scale as when his/her leave began or an equivalent step at another grade.

Section 10.10. – Union Leave.

(a) *Union Leave.* Members of the bargaining unit shall be granted an annual aggregate total of forty (40) days of leave to conduct Union business. Prior approval to use such leave must be obtained based upon a written request from the Union outlining the purpose for the leave and attendee(s). Unused union leave may be carried over from one year to the next.

(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 3085 business. The Union must provide to the County a signed authorization form to deduct annual leave from the accruals of donating members.

(c) *Limit; Prior Approval.* The total paid leave granted for Local 3085 business, including donated leave under Subsection (b) of this section, shall not exceed 65 eight-hour days in any fiscal year. All use of Local 3085 leave must be approved in writing, in advance, by the Union member's appointing authority and the Chief Administrative Officer.

ARTICLE 11 - INSURANCE

Section 11.1. - Health Insurance.

(a) *In General.* Employees will obtain health insurance through County Flex (the County's Flexible Benefit Package). The health insurance options and employee contributions for such options for FY2006 shall become effective July 1, 2005. Health Insurance options and contributions for FY2006 are as reflected on Exhibit C of this Agreement.

(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. Additionally, the Union agrees to provide a representative on any ad hoc employee committee formed for such purpose. Neither meetings involving the development of bid specifications or participation on an ad hoc committee shall preclude the Union from submitting health insurance proposals in the course of negotiations on a new agreement.

(c) *Dependent Children Eligibility.* In the managed care options (HMOS), employees' unmarried dependent children are eligible to be enrolled under the County's group medical insurance program until the first of the month following their 25th birthday, regardless of student status.

In the Preferred Provider Network (PPN) option, employees' unmarried dependent children are eligible to be enrolled under the County's Group Medical Insurance Program until the first of the month following their 19th birthday. Unmarried dependent children over age 19

who are attending an accredited public or private high school, college, university or graduate school on a full-time basis (a minimum of 12 credit hours per semester), are eligible to be enrolled under the County's Group Insurance Program until the first of the month following their 23rd birthday. Proof of full-time student status may be required at any time.

(d) *Plan Deductible.* In the event the County implements a change of plan year dates, amounts that employees have accrued toward required deductibles or co-insurances during the partial plan year shall be applied to the deductible required during new plan year.

(e) *Health Care Spending Accounts; Non-Prescription Drugs.* The County Health Care Spending Account will allow for reimbursement of expenses for over-the-counter products purchased to alleviate or treat illnesses or injuries in accordance with County Policy and regulations promulgated by the Internal Revenue Service.

(f) Any cost increase for any health care premiums for Local 3085 members will not exceed the increase in health care premiums for any other bargaining unit in Howard County Government for FY2006 and FY2007, including the Howard County Police Department, the Howard County Department of Fire and Rescue Services, and Howard County public employees. This provision does not apply to any bargaining units in the Howard County public school system.

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

It shall be mandatory for employees to wear the uniforms provided by the County.

The County will provide each employee annually with one Tee-shirt for each day worked during the normal workweek. Employees in the Bureau of Parks and 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.

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 3085 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 Motor Equipment Mechanics and Welder Mechanics 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

(a) Presuming there will be no abuse, 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.

(b) Presuming there will be no abuse, the Union and its members may use the County's GroupWise email system to communicate with and among members. The unit member shall inform the supervisor that the email is being sent. If abuse occurs, the County reserves the right at its option, after five days' notice to the Union, to withdraw this permission.

ARTICLE 18 - 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 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.

A copy of each issued Howard County Job Opportunity Announcement shall be sent to AFSCME Council 67.

ARTICLE 20 – LABOR/MANAGEMENT COMMITTEE

(a) The County and the Union agree to establish a Labor-Management Committee to promote effective communications and labor relations throughout the contract period.

(b) The Committee Chair shall submit the Committee's recommendations to the appropriate department head or the Chief Administrative Officer. The Committee Chair will provide feedback to the Committee on recommendations submitted to department heads or the Chief Administrative Officer.

(c) The Committee will meet at least quarterly at a mutually agreeable time to discuss issues which may affect bargaining unit members. Such issues shall include implementation of overtime rosters, development of a confined space policy, and a uniform timekeeping system. If a timekeeping system is implemented, it shall be incorporated into this Agreement by reference.

ARTICLE 21 - PENSION

(a) As provided in Section 1.455 of the Howard County Code (Retirement Plan Committee), a representative of Local 3085 shall be a member of the Retirement Plan Committee of the Howard County Retirement Plan.

(b) The Union is seeking enhanced pension benefits for unit members. The Union has proposed that (1) the County increase its contribution to the pension system by the amount of funds necessary to provide members of Local 3085 with a retirement formula of 2.00 for each year of credited service, (2) employees completing 25 years of service who have not reached full retirement age will have the option of taking early retirement with a reduction penalty of three per cent (3%) per year.

By no later than December 31, 2006, the County agrees to submit these proposals to the Pension Oversight Commission for review, including an actuarial study. Pursuant to Section 1.482 of the Howard County Code, the Committee will submit its recommendations to the County Executive for approval or disapproval.

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 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 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, 2005**,** 12:01 AM, and remain in full force and effect until midnight, June 30, 2007.

(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.

(d) The parties agree to open negotiations to consider non-substantive amendments to this Agreement by no later than January 15, 2006, in order to correct grammatical errors, remove obsolete provisions, and otherwise re-organize and clarify the language of this Agreement. The parties acknowledge that the intent of these negotiations will be to revise the Agreement in a more clear, concise and organized manner without changing the meaning or effect of its provisions.

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 _____, 2005.

HOWARD COUNTY ADMINISTRATION
HOWARD COUNTY, MARYLAND:

COUNTY EXECUTIVE James N. Robey	CHIEF ADMINISTRATIVE OFFICER Raquel Sanudo
COUNTY SOLICITOR Barbara Cook	CHIEF NEGOTIATOR Thomas P. Carbo
HUMAN RESOURCES ADMINISTRATOR Michael Finnerin	DIRECTOR OF PUBLIC WORKS James M. Irvin
DIRECTOR OF RECREATION & PARKS Gary Arthur	TEAM MEMBER John Byrd
TEAM MEMBER Karen Becker	TEAM MEMBER John O'Hara
TEAM MEMBER William Malone	

UNION (Local 3085):

PRESIDENT Dale R. Chase	CHIEF NEGOTIATOR, George Gisin AFSCME Council 67 Representative
VICE-PRESIDENT Roger W. Hawkesworth, Jr.	TEAM MEMBER Teresa Stonesifer
TEAM MEMBER Robert Butler	TEAM MEMBER Michael Dunwiddie
TEAM MEMBER David Ball	TEAM MEMBER John Pearson

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 3085, 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 1 to Exhibit B

Salary Scale H - Local 3085
FY2006
40 Hours per Week

40 Hours per Week

Grade	Entry	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
H2	$11.12			$11.35	$11.65	$11.95	$12.26	$12.55	$12.84	$13.20	$13.53	$13.82	$14.21	$14.55	$14.94	$15.27	$15.69
	$23,130			$23,608	$24,232	$24,856	$25,501	$26,104	$26,707	$27,456	$28,142	$28,746	$29,557	$30,264	$31,075	$31,762	$32,635
H3	$11.65			$11.95	$12.26	$12.55	$12.84	$13.20	$13.53	$13.82	$14.21	$14.55	$14.94	$15.27	$15.69	$16.04	$16.48
	$24,232			$24,856	$25,501	$26,104	$26,707	$27,456	$28,142	$28,746	$29,557	$30,264	$31,075	$31,762	$32,635	$33,363	$34,278
H4	$12.55			$12.84	$13.20	$13.53	$13.82	$14.21	$14.55	$14.94	$15.27	$15.69	$16.04	$16.48	$16.87	$17.32	$17.73
	$26,104			$26,707	$27,456	$28,142	$28,746	$29,557	$30,264	$31,075	$31,762	$32,635	$33,363	$34,278	$35,090	$36,026	$36,878
H5	$13.53			$13.82	$14.21	$14.55	$14.94	$15.27	$15.69	$16.04	$16.48	$16.87	$17.32	$17.73	$18.17	$18.61	$19.10
	$28,142			$28,746	$29,557	$30,264	$31,075	$31,762	$32,635	$33,363	$34,278	$35,090	$36,026	$36,878	$37,794	$38,709	$39,728
H6	$14.21		$14.55	$14.94	$15.27	$15.69	$16.04	$16.48	$16.87	$17.32	$17.73	$18.17	$18.61	$19.10	$19.57	$20.05	$20.56
	$29,557		$30,264	$31,075	$31,762	$32,635	$33,363	$34,278	$35,090	$36,026	$36,878	$37,794	$38,709	$39,728	$40,706	$41,704	$42,765
H7	$14.94	$15.27	$15.69	$16.04	$16.48	$16.87	$17.32	$17.73	$18.17	$18.61	$19.10	$19.57	$20.05	$20.56	$21.07	$21.59	$22.15
	$31,075	$31,762	$32,635	$33,363	$34,278	$35,090	$36,026	$36,878	$37,794	$38,709	$39,728	$40,706	$41,704	$42,765	$43,826	$44,907	$46,072
H8	$16.04	$16.48	$16.87	$17.32	$17.73	$18.17	$18.61	$19.10	$19.57	$20.05	$20.56	$21.07	$21.59	$22.15	$22.69	$23.26	$23.85
	$33,363	$34,278	$35,090	$36,026	$36,878	$37,794	$38,709	$39,728	$40,706	$41,704	$42,765	$43,826	$44,907	$46,072	$47,195	$48,381	$49,608
H9	$18.17	$18.61	$19.10	$19.57	$20.05	$20.56	$21.07	$21.59	$22.15	$22.69	$23.26	$23.85	$24.42	$25.05	$25.66	$26.32	$27.01
	$37,794	$38,709	$39,728	$40,706	$41,704	$42,765	$43,826	$44,907	$46,072	$47,195	$48,381	$49,608	$50,794	$52,104	$53,373	$54,746	$56,181

LONGEVITY:

Employees who have completed 10, 15 or 20 years of service shall receive a base hourly increase of $.50, $1.20 or $1.50, respectively. Base annual increases equal $1,040.00, $2,496.00 and $3,120.00, respectively.

Exhibit 2 to Exhibit B

Salary Scale H - Local 3085
FY 2007
40 Hours per Week

Grade	Entry	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
H2	$11.45			$11.69	$12.00	$12.31	$12.63	$12.93	$13.23	$13.60	$13.94	$14.23	$14.64	$14.99	$15.39	$15.73	$16.16
	$23,816			$24,315	$24,960	$25,605	$26,270	$26,894	$27,518	$28,288	$28,995	$29,598	$30,451	$31,179	$32,011	$32,718	$33,613
H3	$12.00			$12.31	$12.63	$12.93	$13.23	$13.60	$13.94	$14.23	$14.64	$14.99	$15.39	$15.73	$16.16	$16.52	$16.97
	$24,960			$25,605	$26,270	$26,894	$27,518	$28,288	$28,995	$29,598	$30,451	$31,179	$32,011	$32,718	$33,613	$34,362	$35,298
H4	$12.93			$13.23	$13.60	$13.94	$14.23	$14.64	$14.99	$15.39	$15.73	$16.16	$16.52	$16.97	$17.38	$17.84	$18.26
	$26,894			$27,518	$28,288	$28,995	$29,598	$30,451	$31,179	$32,011	$32,718	$33,613	$34,362	$35,298	$36,150	$37,107	$37,981
H5	$13.94			$14.23	$14.64	$14.99	$15.39	$15.73	$16.16	$16.52	$16.97	$17.38	$17.84	$18.26	$18.72	$19.17	$19.67
	$28,995			$29,598	$30,451	$31,179	$32,011	$32,718	$33,613	$34,362	$35,298	$36,150	$37,107	$37,981	$38,938	$39,874	$40,914
H6	$14.64		$14.99	$15.39	$15.73	$16.16	$16.52	$16.97	$17.38	$17.84	$18.26	$18.72	$19.17	$19.67	$20.16	$20.65	$21.18
	$30,451		$31,179	$32,011	$32,718	$33,613	$34,362	$35,298	$36,150	$37,107	$37,981	$38,938	$39,874	$40,914	$41,933	$42,952	$44,054
H7	$15.39	$15.73	$16.16	$16.52	$16.97	$17.38	$17.84	$18.26	$18.72	$19.17	$19.67	$20.16	$20.65	$21.18	$21.70	$22.24	$22.81
	$32,011	$32,718	$33,613	$34,362	$35,298	$36,150	$37,107	$37,981	$38,938	$39,874	$40,914	$41,933	$42,952	$44,054	$45,136	$46,259	$47,445
H8	$16.52	$16.97	$17.38	$17.84	$18.26	$18.72	$19.17	$19.67	$20.16	$20.65	$21.18	$21.70	$22.24	$22.81	$23.37	$23.96	$24.57
	$34,362	$35,298	$36,150	$37,107	$37,981	$38,938	$39,874	$40,914	$41,933	$42,952	$44,054	$45,136	$46,259	$47,445	$48,610	$49,837	$51,106
H9	$18.72	$19.17	$19.67	$20.16	$20.65	$21.18	$21.70	$22.24	$22.81	$23.37	$23.96	$24.57	$25.15	$25.80	$26.43	$27.11	$27.82
	$38,938	$39,874	$40,914	$41,933	$42,952	$44,054	$45,136	$46,259	$47,445	$48,610	$49,837	$51,106	$52,312	$53,664	$54,974	$56,389	$57,866

LONGEVITY:

Employees who have completed 10, 15 or 20 years of service shall receive a base hourly increase of $.50, $1.20 or $1.50, respectively. Base annual increases equal $1,040.00, $2,496.00 and $3,120.00, respectively.

EXHIBIT C

HOWARD COUNTY COUNTY FLEX
INSURANCE CONTRIBUTIONS FOR FULL TIME EMPLOYEES
FY2006
July 1, 2005

PLAN	PLAN CODE	FULL MONTHLY PREMIUM	COUNTY MONTHLY CONTRIBUTION (SEE NOTE)	EMPLOYEE MONTHLY CONTRIBUTION (PRE-TAX)	EMPLOYEE PAY PERIOD CONTRIBUTIONS (24 PAYS - PRE-TAX)
PREFERRED PROVIDER NETWORK (PPN)					
Employee	PP1	$418.59	$376.59	$42.00	$21.00
Employee + spouse	PP2	$962.77	$817.77	$145.00	$72.50
Employee + 1 child	PP3	$732.49	$622.49	$110.00	$55.00
Family	PP4	$1,184.36	$1,006.36	$178.00	$89.00
BLUE CHOICE (HMO)					
Employee	BC1	$328.73	$295.73	$33.00	$16.50
Employee + spouse	BC2	$756.06	$680.06	$76.00	$38.00
Employee + 1 child	BC3	$624.59	$561.59	$63.00	$31.50
Family	BC4	$985.77	$886.77	$99.00	$49.50
KAISER PERMANENTE (HMO)					
Employee	KP1	$280.71	$251.71	$29.00	$14.50
Employee + spouse	KP2	$645.63	$580.63	$65.00	$32.50
Employee + 1 child	KP3	$533.35	$479.35	$54.00	$27.00
Family	KP4	$842.13	$757.13	$85.00	$42.50
MEDICAL PLAN OPT-OUT (REQUIRES PROOF OF OTHER INSURANCE)					
Hired before July 1, 1993 (taxable cash benefit)			$150		
Hired on or after July 1, 1993 (taxable cash benefit)			$75		
TRADITIONAL DENTAL (CF-BCBS)					
Employee	TD1	$22.53	$10.53	$12.00	$6.00
Employee + spouse	TD2	$51.80	$25.80	$26.00	$13.00
Employee + 1 child	TD3	$39.37	$19.37	$20.00	$10.00
Family	TD4	$63.75	$31.75	$32.00	$16.00
DENTAQUEST (DMO)					
Employee	CD1	$10.50	$4.50	$6.00	$3.00
Employee + spouse	CD2	$24.15	$12.15	$13.00	$6.50
Employee + 1 child	CD3	$19.95	$9.95	$10.00	$5.00
Family	CD4	$31.50	$15.50	$16.00	$8.00
DENTAL NETWORK (THIS PLAN IS AVAILABLE TO MEMBERS OF A.F.S.C.M.E. BARGAINING UNITS ONLY.)					
Employee	DN1	$11.55	$4.55	$7.00	$3.50
Employee + spouse	DN2	$22.24	$11.24	$11.00	$5.50
Employee + 1 child	DN3	$22.24	$10.24	$12.00	$6.00
Family	DN4	$32.35	$15.35	$17.00	$8.50

NOTE: The above "County Monthly Contributions" listed for Medical Plans include $150 Flex Credit.

On the Earnings Statement of first 2 pay checks of each month, employees who elect a Medical Plan will continue to see a Deduction of the "Employee Pay Period Contribution" (listed above) + $75 flex credit and an Adjustment of +$75 Flex Credit.

SUPPLEMENTAL LIFE INSURANCE RATES:

Note: Approval requires medical review/evidence of insurability.

Age on July 1st	Monthly Rate (per $15,000 block)	Age on July 1st	Monthly Rate (per $15,000 block)
Under 30	$1.05	50-54	$12.60
30-34	$1.50	55-59	$13.65
35-39	$2.85	60-64	$19.05
40-44	$4.50	65-69	$24.60
45-49	$7.80	Over 70	$75.60