MEMORANDUM

OF

AGREEMENT

BETWEEN

HOWARD COUNTY, MARYLAND

AND

THE INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS,

HOWARD COUNTY LOCAL 2000

EFFECTIVE:

July 1, 2014 - July 1, 2016

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PREAMBLE

This Agreement entered into between Howard County, Maryland, hereinafter referred to as the "County", and the International Association of Firefighters, AFL-CIO, Howard County Local 2000, hereinafter referred to as the "Union," shall be effective as of 0700 on July 1, 2014.

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 the Union as the exclusive representative of certain employees, as defined in Section 1.2(a) of this Article, for the purpose of negotiating collectively with the County and otherwise representing these employees with regard to the terms and conditions of their employment pursuant to Title I, Section 1.600 of the Howard County Code.

Section 1.2 - Unit Description.

(a) The unit shall consist of all classified positions held by firefighters, excluding confidential, management and exempt employees. The unit shall include only the following job classification titles:

CLASSIFICATION		GRADE
2500	FF Trainee	D
2501	FF Recruit	E
2503	Firefighter	F
2504	Firefighter/HVO	G
2505	Master Firefighter	H
2506	Master Firefighter/HVO	I
2507	Firefighter Lieutenant	J

ALS Pay - ALS pay will be paid to those employees assigned to allocated ALS positions in classifications listed above, with the exception of 2500 FF Trainee (ref: Article 12 Advanced Life Support Pay, Sections 12.1 & 12.2).

1. The classification of Firefighter Trainee applies only to those employees being trained in the basic fire academy. Upon successful completion of the academy, such employees shall automatically be reclassified as

Firefighter Recruits, and shall remain in that status for a period of one year after completion of basic academy training.

2. Master Firefighter –Any employee in Grade D, E, or F as of February 1, 2001 shall be eligible for promotion to Grade H - Master Firefighter. Employees hired after February 1, 2001 will not be eligible for promotion to Grade H & I Master firefighter/HVO. A non-competitive examination for the rank of Master Firefighter will be administered by the County during the month of February and annually thereafter in the same month. Promotion is contingent on the successful completion of the examination. If an employee is within 11 months of the time in service eligibility requirement, he/she may take the Master Firefighter or Master Firefighter/HVO examination scheduled during that period but shall not be eligible for promotion until the time in service requirement is met.

(b) Re-titled Classifications - In the event that any of the above listed classifications are re-titled, such classification shall be included in Section 1.2(a).

(c) New Classifications - In the event that any new classifications are created which fall within the first sentence of the unit description in Section 1.2(a) of this Article, the inclusion or exclusion of the new classifications shall be subject to the mutual agreement of the County and the Union. In the event the County and the Union are unable to agree on the inclusion or exclusion of a classification, either party may submit the issue to arbitration. The County and the Union shall attempt to select a mutually acceptable arbitrator within 10 working days; if no arbitrator is selected, the party seeking arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. In reaching a decision, the arbitrator shall be guided by the standards used by the National Labor Relations Board in similar cases except as otherwise provided by the Howard County Code. 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, which shall be borne by the side incurring the expense.

(d) Employees hired on or after July 1, 1991 shall be probationary employees for the period that they are Firefighter Trainees in the academy and for a one-year period after successful completion of the academy, during which they shall be Firefighter Recruits.

Section 1.3 - Position Classification Summary

(a) FF Trainee - entry position. Rate of pay to be Grade D, Step 1. The individual will serve in this position until graduation from the academy program. This class is included in the bargaining unit as a probationary position.

(b) FF Recruit - upgrade to Grade E, Step 1 upon graduation from academy. Employee shall remain at this step until completion of 18 months of service. The employee shall be in a probationary status for duration of 1 year upon attaining this grade.

(c) FF - upgrade to Grade F and slot accordingly at the completion of 18 months of service and successful completion of the one-year probationary period as a FF Recruit.

(d) FF/ Heavy Vehicle Operator (HVO) Driver –

1. Beginning July 1, 2001, no less than 33 unit members will be eligible for selection to receive a $1,000 flat rate heavy vehicle operation (H.V.O.) pay. The Fire Chief may adjust the number of employees selected to receive the H.V.O. pay based upon the needs of the Howard County Department of Fire and Rescue Services. Selection for the H.V.O. pay will be based on a competitive test. All unit members with three years' satisfactory service with the Department above the rank of Firefighter Trainee meeting the eligibility requirements shall be eligible to take the H.V.O. test. Selected employees shall be moved to the Firefighter/HVO and placed in the step which corresponds to the employee's length of creditable service. However, if an employee at the rank of Firefighter Lieutenant – Grade J - tests for and is selected to receive the H.V.O. pay, he/she shall be moved to either FF/HVO or MFF/HVO classification and placed in the corresponding grade based upon their previous rank prior to promotion – Grade G or Grade I on the salary scale and relinquish their Lieutenant rank, position, pay and all entitlements associated with the rank of Fire Lieutenant.

   A two-year H.V.O. eligibility list shall be maintained. Selection for the H.V.O. position shall be made from the eligibility list; regardless of station assignment. Selection criteria for the H.V.O. position shall include, but not be limited to:

   - Departmental seniority
   - Prior experience as a classified employee in the Department
   - Related courses and training
   - Test score

   There shall be one test for all available positions.

2. The above pay rates will be added to the base wage and shall be included in calculations affecting overtime, retirement, and life

insurance.

(e) Master FF - after three years of HCDFRS service beyond the trainee level have been completed, the candidate is eligible for the rank of MFF. Those who pass the examination shall achieve the rank of MFF and be moved to the new grade at that step corresponding to their months of service. If the slotting in the new grade does not provide at least a 7% increase, the employee shall be slotted at the next step and remain at that step until eligible to move again based on months of service.

(f) MFF Heavy Vehicle Operator (HVO) Driver-

1. Beginning July 1, 2001, no less than 33 unit members will be eligible for selection to receive a $1,000 flat rate heavy vehicle operation (H.V.O.) pay. The Fire Chief may adjust the number of employees selected to receive the H.V.O. pay based upon the needs of the Howard County Department of Fire and Rescue Services. Selection for the H.V.O. pay will be based on a competitive test. All unit members with three years' satisfactory service with the Department above the rank of Firefighter Trainee meeting the eligibility requirements shall be eligible to take H.V.O. test. Selected employees shall be moved to the Master Firefighter HVO classification and placed in the step which corresponds to the employee's length of creditable service. However, if an employee at the rank of Firefighter Lieutenant - Grade J tests for and is selected to receive the H.V.O. pay, he/she shall be moved to either FF/HVO or MFF/HVO classification and placed in the corresponding grade based upon their previous rank prior to promotion - Grade G or Grade I on the salary scale and relinquish their Lieutenant rank, position, pay and all entitlements associated with the rank of Fire Lieutenant.

   A two-year H.V.O. eligibility list shall be maintained. Selection for the H.V.O. position shall be made from the eligibility list; regardless of station assignment. Selection criteria for the H.V.O. position shall include, but not limited to:

   - Departmental seniority
   - Prior experience as a classified employee in the Department
   - Related courses and training
   - Test score

   There shall be one test for all available positions.

2. The above pay rates will be added to the base wage and shall be included in calculations affecting overtime, retirement, and life insurance.

(g) FF Lieutenant - appointments to fill vacancies in this position will be by competitive examination. Those who are promoted shall be moved to the new grade at that step corresponding to their months of service. If the slotting in the new grade does not provide at least a 7% increase, the employee shall be slotted at the next step and remain at that step until eligible to move again based on months of service.

ARTICLE 2 - AUTHORIZED DUES AND SERVICE FEE DEDUCTIONS

Section 2.1 - Employees Rights.

No employee is required to join 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 chooses to join the Union and 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 card a copy of such card clearly indicating that such authorization shall be irrevocable for the period of one year and shall be automatically renewable from year to year thereafter, unless written notice of termination by the employee is given to the County at least 30 days prior to the anniversary date of the authorization.

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

All employees covered by this Memorandum of Agreement who are not members of the Union 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 said Union in the negotiation, administration, and implementation of the terms of the Memorandum of Agreement, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators in the processing of grievances, in the protection and improvement of merit system rights, 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 as a result of its certification, except that in no case can the funds, or any part thereof, be used for political purposes.

Section 2.4 - Failure to Pay The Service Fee.

If a unit member fails to pay the service fee by refusing to authorize the deduction or for any other reason, the Union may take appropriate legal steps to collect the fee. Howard County will not be required to terminate a unit member or take any disciplinary action against a unit member for failing to pay said fee or refusing to authorize payment of the service fee unless ordered to do so by a court of competent jurisdiction.

Section 2.5 - Dues or Service Fee Deductions.

The periodic dues or service fees deducted during any month from the pay of the employees pursuant to this Article shall be remitted to the Union within ten days following the last payday of that month. Separate accounts will be maintained by the County and the Union for Union dues and service fees. Employees paying service fees shall be entitled to an accounting from the Union upon request.

Section 2.6 - Dues Authorization.

The authorization of dues deductions or service fees pursuant to this Article shall be made on a form supplied to the employees by the Union, which has been approved by the County. The form is attached to this Agreement as Exhibit A. A dues or service fee deduction respecting 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 2.7 - Dues Deduction/Insufficient Pay.

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

Section 2.8 - Change in Dues.

The amount of the dues or 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 such fees have been lawfully changed and what the new deduction will be each pay period. The County shall be notified at least one month in advance of the effective date of such a change.

Section 2.9 - Indemnification.

The Union shall indemnify and save the County harmless of and from any and all claims, grievances, actions, suits or other forms of liability or damages arising out of, or by reason of, any action taken by the County in compliance 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 INCIDENTAL TO REPRESENTATION

Section 3.1 - Selection of Representatives.

The Union shall furnish the County with a roster of local officers and station representatives (shop stewards); the Union will keep the County informed in writing of any changes regarding these Union representatives. In no case shall the number of station representatives exceed one representative per station per shift.

Section 3.2 - Right to Counsel.

The Union or any member of the bargaining unit shall be entitled to secure the assistance of legal counsel, at his own expense, to represent him in the enforcement or protection of any rights afforded him in this contract or any applicable state or federal law.

Section 3.3 - 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 3.4 - Individual Representation.

(a) Employees have the right to represent themselves individually or designate their personal representatives in their employment relations with the County. Notwithstanding any other provision in this Agreement, an individual employee may present a grievance at any time to the County without the intervention of the Union, provided that the Union is advised in advance by the employee of said grievance and is notified of the specific disposition of the matter, and provided further that any adjustment made shall not be inconsistent with the terms of this Agreement nor shall such individual adjudication constitute precedent which is binding upon an employee or employees who do not participate in the grievance.

(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 a private meeting with a representative of management, the employee shall be entitled to have a Union representative present as an observer if; (1) the employee has reason to believe that the meeting will involve disciplinary action directed to the employee or; (2) management has ordered a meeting with the Union member that may involve a disciplinary action. In any meeting that may lead to a disciplinary action, management will advise the Union member of his/her right to representation. Representation under the

foregoing circumstances can be from any station providing there is no interruption of routine operations of the Department of Fire and Rescue Services, and has no effect on staffing.

Section 3.5 - Union Visitation.

Provided that there shall not be any interruption of the operations of the Department of Fire and Rescue Services, representatives of Local 2000 designated pursuant to Section 3.1 shall be permitted access to the fire stations as reasonably necessary to communicate with members of the bargaining unit regarding employment matters.

Section 3.6 - Use of Bulletin Board.

The County agrees to provide a bulletin board in each station to the Union for the purpose of allowing the Union to inform its membership of Union business. The Union agrees to promptly provide copies of all notices being posted to the Fire Chief and the Personnel Officer.

Section 3.7 - Notification to Union of Policies and Procedures.

(a) For the purpose of accepting comments, the Fire Chief agrees to provide the President of Local 2000 with advance notice and of a copy of proposed General Orders, Special Orders, department–wide memorandums and other department-wide notices. This provision may be temporarily waived by the Fire Chief in the event of an emergency or if a communication requires distribution in a timely manner.

(b) The Fire Chief agrees to continue providing copies of all completed General Orders, Special Orders, Memorandums, and all other notices prepared for distribution.

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, the Howard County Employee Manual, 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, departments or operations.

(m) To control and regulate the use of all equipment and other property of the County.

(n) To set and change work hours.

ARTICLE 5 - HOURS OF WORK AND WORK SCHEDULE

Section 5.1. Regular Hours

(a) **FY2000:**

1. Beginning July 1, 1999 the regular hours of work for all emergency employees shall consist of a maximum of 156 hours in a 21 day period;

provided, however, that the County may reduce the work week to 40 hours a week, exclusive of a lunch period, for emergency personnel who elect to work staff assignments. Such assignments shall be for a one-year period, and may be extended if the emergency personnel assigned to such a schedule agree.

2. A 40-hour, five-day workweek will apply to trainees in the academy.

3. The Kelly Day scheduling program shall continue as currently established. Kelly Day assignments shall be in 24-hour blocks.

(b) **FY2001:**

1. Beginning July 1, 2000, there will be one 24-hour Kelly Day and one 12-hour Kelly Day in each six-week period. The workweek will be 50 hours per week averaged over a six-week period.

(c) **FY2002:**

1. Beginning the first pay period in July 2001, the workweek will be 48 hours per week averaged over a six-week period. There will be 1 - 24 hour Kelly Day in each three-week period.

(d) Employees assigned to light duty work pursuant to Article 21 of this agreement will work the same scheduled hours as County employees regularly assigned to that work.

(e) The workday shall continue to include paid meal periods as appropriate.

(f) The County shall have the right to schedule Kelly Days on the condition that an equal number of Kelly Days are scheduled for each day of the year.

Section 5.2 - Work Schedules.

For the duration of this contract, the work schedule for full time emergency employees not assigned to work 40 hours a week in accordance with Section 5.1 above or Section 5.3 below shall be organized on a schedule of 24 hours on duty followed by 48 hours off duty.

Section 5.3 - Alternate Work Schedule.

The Fire Chief and the Union have agreed to implement an alternate work schedule containing the following elements:

(a) Four ten-hour days, Monday through Friday for a total of 40 hours.

(b) The start time will be 0700 hours.

(c) Upon notification by the Fire Chief of Fire & Rescue Services that an alternate work schedule shall be placed into effect, Local 2000 will be charged with sole responsibility for selecting the employees to be placed on said alternative work schedule.

(d) Upon initial implementation of the alternate work schedule, no more than nine employees may be so assigned.

(e) The provisions of this Section are not applicable to those employees who elect staff assignments.

(f) Such assignments will be for a one year period and may be extended if the emergency personnel assigned to such a schedule agrees.

Section 5.4 - Union President Leave

(a) Effective July 1, 2011, the Chief of the Department and Fire and Rescue Services shall offer the Union President the full-time assigned position of President of Howard County Local 2000 for the purpose of performing official union business. The Union President will be assigned to the Bureau of Administrative Services and work Monday through Friday 8 am to 5 pm for the purpose of conducting work which relates to Union business and remaining accessible to the Fire Chief. The Union President shall remain on the payroll of the Department of Fire and Rescue Services and shall receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals, seniority and fringe benefits to exclude use of a county car, day work differential or overtime related to Union activities. It shall be the responsibility of the Union President to attend all mandatory training and maintain all certifications for the individual's job classification.

(b) Upon mutual agreement between the Fire Chief and the Union President, the Union President may be assigned to a position within the Department to continue working in an official capacity as directed by the Chief.

(c) The Chief reserves the right to assign the Union President to an active fire position based upon exigent operational circumstances.

ARTICLE 6 - STAFFING

(a) The County agrees to cooperate with the Union to meet the unit staffing goals established by the Staffing Task Force (STF) in its April 1, 1996 report to the County Executive.

(b) The County and the Union agree that the minimum recommended career unit staffing is as follows:

EMS Transport Unit	2
Engine	3
Special Service	4

Staffing may be reduced for a period not to exceed three hours when an assigned member who has reported to work is unavailable due to an administrative matter.

(c) In the event it becomes apparent to the Fire Chief that the alternate work schedule has not achieved the established goal for minimum unit staffing, the Fire Chief will initiate appropriate action to correct the situation. Corrective action may be, but not limited to:

1. A return to 24/48-work schedule.

ARTICLE 7 - LAYOFFS/FURLOUGHS

(a) The County agrees to continue the policy with respect to layoffs as stated in the Howard County Code. Effective immediately upon the signing of the Settlement Agreement giving rise to this Agreement, the County agrees that, when implementing this policy, the County will layoff all contingent employees before laying off any employees covered by this Agreement.

(b) The County agrees that if at any time it becomes necessary to furlough an employee, the County will furlough all contingent employees before furloughing any employees covered by this Agreement.

ARTICLE 8 - COMPENSATION

Section 8.1 - Wage Adjustments

(a) The Salary Scales for Fiscal Year 2015 (July 1, 2014-December 31, 2014) is provided in Exhibit D1. The Salary Scale for Fiscal Year 2015 (January 1, 2015-December 31, 2015) is provided in Exhibit D2. The Salary Scale for Fiscal year 2016 (January 1, 2016-June 30, 2016) is provided in Exhibit D3.

(b) Adjustments to the Salary Scale shall be effective beginning on the first pay date after July 1 unless otherwise provided in subsection (f).

(c) If a change in the job status of an employee results in a pay increase, the increase will be effective on the first day of the pay period following the change.

(d) Creditable Service

1. "Creditable Service" is defined to mean that time spent in the uniformed service in the Department of Fire and Rescue Services and in the position of Firefighter Trainee.

2. An employee will be credited with service upon completion of the required length of service.

3. "Creditable Service" does not include time spent during unpaid breaks in service, or time worked for which performance was rated less than satisfactory or paid leave which prevents the employee from working at least 75% of their scheduled work days in the preceding year.

(f) (e) Employees will be paid for their regular hours in equal bi-weekly paychecks.
(g) (f) Effective January 1, 2015, and January 1, 2016, each member shall receive a 4% cost of living adjustment.

(g) Effective July 1, 2013, members who complete 252 months of Howard County fire service shall begin receiving a longevity pay of $2,500. The above rate will be added to the hourly base wage and shall be included in calculations affecting overtime, retirement and life insurance but not included in calculation for COLAs and Step increases.

Section 8.2 - Average Weekly Pay.

Employees covered by this Agreement shall be paid average weekly pay on a bi-weekly basis. The amount of salary paid shall be 2/52 of their annual salary plus any overtime pay earned during the bi-weekly pay period.

Section 8.3 - Court Time.

(a) Employees summonsed and required to appear in court as a result of any job related activities shall be entitled to overtime pay for court appearances during scheduled off duty periods. Employees will be compensated for actual hours spent in court, at a minimum of three hours at their overtime rate.

(b) Court appearances during duty hours will be compensated at the regular rate of pay.

Section 8.4 – Detail Pay.

In the interest of maintaining the integrity of staffing levels without compromising operational readiness, members may be detailed to a station different than that to which the member is normally assigned. Every attempt shall be made to have these details reflected in staffing the shift prior to the detail occurring. In the event all of the following criteria are met, the member

being detailed shall be entitled to receive $20 each shift the member is detailed:

- The detail is to a station different than that to which the member is normally assigned.
- The detail is not for the purpose of training or a special project.
- Members shall only receive detail pay for the initial detail of a multiple shift detail to the same station.
- The detail is not at the request of the member.
- The detail is not as the result of a company transfer.
- The member is assigned to field shift work.
- The member is not being paid overtime.

ARTICLE 9 - OVERTIME PAY

Section 9.1 – Overtime Definition.

(a) Employees covered by this Agreement who work an average 48 hour work week shall be paid overtime at time and one-half their regular hourly rate of pay for all hours worked over their regularly scheduled shift. Employees who are in leave without pay status shall have their overtime earnings established on only those hours worked over 144 hours in the 21-day period.

(b) Employees covered by this Agreement, who work a 40-hour workweek, shall be paid overtime at time and one half their regular hourly rate of pay for all hours worked in excess of 40 hours during each week. Employees who are in a leave without pay status shall have their overtime earnings established on only those hours worked over 120 hours in the 21-day period.

(c) All hours worked on a Kelly Day or other regularly scheduled day off shall be paid at the overtime rate, in accordance with Section 9.1 (a) and (b).

(d) For the basis of computing overtime, paid leave is included as time worked.

Section 9.2 - Overtime Assignment

(a) The HCDFRS shall implement ESB Field Operations Overtime Hiring Procedure dated April 29, 2013 (Overtime Hiring Procedures).

(b) Overtime shall be offered to employees who indicate their availability by signing

up on the Overtime Availability Sheet.

(c) All overtime hiring shall be based on rank, qualifications, and certifications required for the position to be filled and the availability of personnel to fill those needs. Overtime hiring of personnel (both field and staff), typically for the purposes of field staffing, shall be in the order of the least to greatest amount of field overtime hours worked (including penalties).

(d) Members assigned to staff positions shall be considered for overtime on nights and weekends based on their total number of field overtime hours worked (including penalties).

(e) When field overtime vacancies exist the following order shall be utilized when determining the order of hiring back for overtime:

(1) Members regardless of rank wrongfully skipped in a previous hire back determination provided they meet the qualifications and certifications required of the vacancy. Members not meeting the qualifications will retain their first priority standing until placed in an appropriate vacancy.

(2) Members by corresponding rank on their assigned Kelly Day/Staff Preference Day

(3) Members by corresponding rank whose shift has worked the day before the overtime vacancy (1st day off or off-going members)

(4) Members by corresponding rank whose shift has worked two days before the overtime vacancy (2nd day off or oncoming members)

(5) Members outside of corresponding rank, prioritizing lowest available rank to highest available rank, on their assigned Kelly Day/Staff Preference Day

(6) Members outside of corresponding rank, prioritizing lowest available rank to highest available rank, whose shift has worked the day before the overtime vacancy (1st day off or off-going members)

(7) Members outside of corresponding rank, prioritizing lowest available rank to highest available rank, whose shift has worked two days before the overtime vacancy (2nd day off or oncoming members)

(8) Employees may indicate availability for overtime that is less than the 12 hour requirement. If the staffing need is fully met by those available hours the employee may be offered the overtime.

(9) The HCDFRS will initiate its "career all call" procedures before

implementing mandatory holdover but shall not delay the use of mandatory holdover to accomplish staffing needs.

(10) After all other options and personnel combinations have been exhausted; the Battalion Chief shall use the holdover list to maintain required field staffing levels. If an employee has been held over and a qualified employee responds to a "career all call," the holdover employee shall have the option of relinquishing the overtime.

(11) The HCDFRS will initiate its "all call" procedures before implementing mandatory holdover but shall not delay the use of mandatory holdover to accomplish staffing needs

(f) Seniority (date of hire) shall be the determining factor when two or more members who have signed up for overtime availability have worked the same number of overtime hours. Seniority (date of hire) shall also be used when overtime hours are reset to zero (0) at 0700 on July 1st.

(g) Overtime staffing for non-field overtime shall be tracked separately by the responsible program managers and overtime shall be distributed fairly and equitably.

(h) Any disputes related to overtime distribution are subject to the grievance procedure and shall be resolved in light of the collective bargaining agreement and the Overtime Hiring Procedure. This provision and the related Overtime Hiring Procedure negotiated on April 29, 2013 shall not be altered or amended unless negotiated between the Executive Board and HCDFRS Management and documented in a side letter agreement, not subject to general membership ratification.

ARTICLE 10- CALL-IN AND HOLD OVER PAY.

(a) Employees who are called in or held over to work outside their regular shift shall be paid a minimum of three hours at time and one-half, except that employees held over on an emergency response will be paid time and one-half for actual hours worked.

(b) An employee may be held over to a maximum of twelve hours every 6 weeks based on a rotating schedule developed by labor and management. Employees held over for up to 30 minutes will be paid time and one half for actual time worked. Employees who are held over for more than 30 minutes will be held over for a minimum of three hours and paid time and one half for actual hours worked. However, employees reaching an agreement with their supervisor to work more than 30 minutes but less than three hours will be paid time and one half for actual hours worked.

ARTICLE 11 – ALTERNATE WORK SCHEDULE

(a) Employees assigned to work the alternate work schedule under Section 5.2 shall be paid a day shift pay of $4,000. The alternate work schedule pay rate will be added to the base wage and shall be included in calculations affecting overtime, retirement, and life insurance.

(b) Employees assigned to an alternate work schedule shall receive either the day shift pay or an assigned take home vehicle.

ARTICLE 12 - ADVANCED LIFE SUPPORT PAY

Section 12.1 –Paramedic And EMT-P

Employees trained as Emergency Medical Technicians - Paramedic assigned to such allocated positions shall be paid a flat rate of $7,000.

(a) The above rate will be added to the base wage and shall be included in calculations affecting overtime, retirement, and life insurance.

Section 12.2 – EMT/I, CRT

Employees trained as Emergency Medical Technicians – Intermediate (EMT-I) or Cardiac Rescue Technician (CRT) assigned to such allocated positions shall be paid a flat rate of $2,500.

(a) The above rates will be added to the base wage and shall be included in calculations affecting overtime, retirement, and life insurance.

Section 12.3 – Preceptor Pay

Employees assigned to precept others in the EMT-P, EMT-I and CRT shall be paid a flat rate of $5.00 per hour while engaged in such an assignment.

ARTICLE 13 – SPECIAL OPERATIONS PAY

Employees that meet the special operations criteria established by management and who are assigned to the Regional Urban Search and Rescue Team or the Special Operations Team shall be paid a flat rate of $1,000 per year.

ARTICLE 14 - COMPENSATION FOR TEMPORARY ASSIGNMENTS

Employees who are temporarily assigned to a job classification in a higher pay grade than their regular job classification other than Heavy Vehicle Operator Driver, 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:

(a) The position to be filled temporarily is an authorized budgeted position.

(b) There is no incumbent in the position or the incumbent is absent from duty, the position or temporarily reassigned.

(c) The assigned employee meets the minimum qualifications for the classification.

(d) The assigned employee is able to perform all the normal duties expected of a person occupying that position.

(e) When such person, in an acting position, is asked to work overtime in a position other than the acting role, the employee shall be paid at time and one-half their current acting pay level.

(f) Employees selected for compensation under this Article must be eligible for the rank of Firefighter Lieutenant. Selection will come from the rank order list first. After the list is exhausted, employees meeting the minimum qualifications for the classification may be used.

(g) The Chief of Fire & Rescue Services shall select employees for temporary assignments after the list has been exhausted or if a list does not exist. If the Chief of Fire & Rescue Services select an employee for temporary assignment after the list has been exhausted or if a list does not exist, then this Article is not subject to the grievance or appeal procedures contained in Article 19.

(h) Employees designated as heavy vehicle operator drivers, in an acting capacity will be reimbursed additional pay for equal to the proportionate share of the $1,000 HVO pay.

ARTICLE 15 - LEAVE BENEFITS

(a) Unit members shall be entitled to the following types of leave, as provided under the conditions set forth in this Agreement, the Howard County Employee Manual, and DFRS Policy and Procedure. All leave in the field will be used in 4 and 8 hour blocks as a minimum, unless otherwise granted by the Battalion Chief. These blocks are defined as 0700-1100; 1100-1500; 1500-1900; 1900-2300; and

2300-0700.

(b) If an employee's scheduled leave, as defined in section 15.2 (Annual Leave) & 15.3 (Personal Leave) is involuntarily canceled, and the employee is required to report for duty, the employee shall receive 1.5 times the employees regular rate of pay for all hours worked.

(c) For all employees hired after July 1, 2013, seniority shall be calculated from the date of hire within the Department. Employees with prior service in the classified service of Howard County as defined by Section 1.100(b) of the Howard County Code, shall be given one additional day of seniority credit.

Section 15.1 - Holidays.

(a) All employees shall be entitled to the following paid holidays:

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

(b) Employees shall be granted leave based on the equivalent of their regular workweek divided by five for each legal holiday set forth in this Section.

(c) 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.

(d) Effective July 1, 1991, employees shall receive pay at time and one-half -- an additional half-time (in addition to leave) -- for hours actually worked between 7:00 a.m. on Thanksgiving Day and 7:00 a.m. on the day after Thanksgiving and for hours actually worked between 7:00 p.m. on Christmas Eve and 7:00 p.m. on Christmas Day.

(e) Effective July 1, 1993, employees shall receive pay at time and one half -- an additional half-time -- for hours actually worked between 7:00 a.m. on Easter Sunday and 7:00 a.m. on the day after Easter.

Section 15.2 - Annual Leave.

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

Continuous Service	**Vacation Accrual**
Appointment through 5th year	124.8 hrs per year
6th year through 10th year	153.6 hrs per year

11th year and above	182.4 hrs per year

The appropriate conversion should apply to those who work an alternate schedule.

(b) No more than 468 hours of equivalent leave may be carried over 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 Chief Administrative Officer may permit the employee to carry over an additional 15 days equivalent. Every employee must use a minimum of five days equivalent of annual leave per fiscal year.

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

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

(f) Leave/Kelly Day Slots

1. Effective July 1, 2003, Kelly Days will be assigned on a rotation paddle system based on station and position needs for that day. There shall be the availability of a maximum of one (1) Kelly Day per company per shift.

2. On any day, the maximum number of unit members that will be granted annual leave shall not exceed 13% of the assigned daily staffing of unit members within the shift, County-wide. The amount of unit members that will be granted annual leave will be rounded up to the next highest number if it exceeds .5.

Section 15.3 - Personal Leave.

(a) Personal leave must be taken during the calendar year in which it is granted upon prior approval of the immediate supervisor, Battalion Chief in the Operations Bureau or Bureau Heads in the other Bureaus. Should an emergency require immediate personal leave, the supervisory notification requirements of Section 15.4 below shall apply.

(b) Existing unit members shall receive the equivalent of six (6) personal leave days each calendar year.

(c) Unit members hired after April 30 shall receive the equivalent of four (4) personal leave days for that year.

(d) Unit members hired after August 31 shall receive the equivalent of two (2) personal leave days for that year.

(e) Unit members hired after November 30 shall not receive any personal leave for that year.

(f) Personal leave must be taken during the calendar year in which it is granted upon prior approval of the immediate supervisor, Battalion Chief in the Emergency Services Bureau or Bureau Heads in the other Bureaus.

Section 15.4 - Disability Leave.

(a) Employees shall earn disability leave at the rate of one equivalent 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.

(b) Disability leave may be used in accordance with the provisions of the Howard County Employee Manual.

(c) When an employee uses two consecutive work shifts 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 and the date of treatment.

(d) Disability Leave may only be taken in accordance with the specified leave blocks under Article 15 (a).

Section 15.5 – Conversion of Unused Disability Leave.

The provisions of the Howard County Employee Manual shall be applicable to the employees covered by this Agreement.

Section 15.6 – Workers' Compensation Leave.

When an employee sustains a compensable work related injury or disease, the employee shall be entitled to workers' compensation leave as provided in the Howard County Employee Manual. In the event that an employee who has been a member of the Department of Fire and Rescue Services for five years or more is certified by his treating physician to be disabled and unable to perform his/her duties as a result of a disease of the cardio-vascular or pulmonary system and when such certification is supported by an examination by a physician selected by the County, such employee's disability shall be presumed to be compensable and shall be compensated at 2/3 of regular pay until such time as a ruling to the contrary is issued by the Maryland State Workers' Compensation Commission.

(a) Eligibility - an employee is eligible for Workers' Compensation Leave if an injury or disease which causes the employee to be disabled is compensable under Maryland Workers' Compensation Law; the employee

is completely unable to work at their regular job or modified duty; and their inability to work is supported by sufficient medical evidence.

(b) Medical Appointments - Workers' Compensation Leave shall not be authorized for medical appointments unless the appointment is at the request of the County or its authorized claims adjuster; or the appointment is with the designated medical provider selected by the County.

(c) Modified Duty - Workers' Compensation Leave shall not be authorized if the employee has been offered a temporary modified duty position in accordance with medical restrictions.

(d) Rate - An employee who suffers a compensable work related injury will receive full pay during the period he/she is disabled to a maximum of 12 months from the date of injury if the employee is evaluated by a County approved medical provider as to the ability to work with or without restrictions. Employees electing not to be evaluated by a County approved medical provider shall receive benefits, if applicable, at the rate established under the Workers' Compensation Laws of Maryland.

In the event that the evaluations of the County approved medical provider and the employee's doctor are conflicting with respect to the 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.

(e) Continuation of Other Benefits - During the period for which an employee is receiving Workers' Compensation Benefits, all health and life insurance premiums and retirement fund contributions shall continue as if the employee was receiving wages. If the employee is receiving workers' compensation benefits through a source other than County payroll, the employee will be responsible for reimbursement to the County for the employee's contributions for health and life insurance premiums and will be responsible for other personal payroll deductions.

(f) Use of Accrued Leave - If the employee's Workers' Compensation payments are not payable or are suspended for any reason, the employee may elect to use available annual, personal, or sick leave with the approval of their supervisor, as

long as the usual requirements for such leave are met.

Section 15.7 - Jury Duty.

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

Section 15.8 - Military Leave.

Military Leave is paid leave which shall be granted to an employee who, as a member of the National Guard or a reservist of the Armed Forces, is required by official military orders to attend annual training exercises. Employees whose annual military training is scheduled in a two-week consecutive period will be granted military leave equivalent to 15 calendar days for that period only. In all other instances, the employee shall be paid as a maximum, the equivalent of two weeks' pay for such leave regardless of how training is scheduled.

Section 15.9 - Funeral Leave.

The Chief of Fire and Rescue Services may grant an employee funeral leave for a maximum of one full shift following the death of a member of the immediate family as defined in the Howard County Employee Manual. Funeral leave shall not be deducted from any other leave earned by the employee.

Section 15.10 - Leave for Negotiations.

Five members of Local 2000, selected by the Union, will be granted leave with pay for the purpose of negotiating a collective bargaining agreement with the County for attendance at those bargaining sessions conducted during their normal working hours. The bargaining sessions shall be deemed to include one hour of time before and after each session to be utilized for meetings among the Union's bargaining representative.

Section 15.11 - Leave of Absence Without Pay.

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

Section 15.12 - Union Leave.

Members of the Bargaining Unit shall be granted by the County an annual aggregate total of 200 hours of paid leave to attend to Union business. Prior approval must be received from the Fire Chief. Approval will be based upon a written request from the Union outlining the purpose for the leave and attendee(s).

Section 15.13 - Union Leave Bank.

(a) In addition to leave granted in Section 15.12, the Union may create and administer a bank of donated leave for the purpose of providing additional paid time to attend or conduct Union business. The Union must provide to the County a signed authorization form to deduct annual accruals of donating members.

(b) The County will accept a form (provided by the Union) signed by employees authorizing the automatic deduction of annual leave for credit into the Union Leave Bank. Such authorization shall remain in effect until revoked by the employee in writing to the County.

(c) Prior approval for the use of Union leave must be received from the Fire Chief. Approval will be based upon a written request from the Union outlining the purpose for the leave and attendees.

(d) Total paid leave granted from the Union Leave Bank for Union business shall not exceed 1150 hours in any fiscal year unless approved by the Fire Chief (200 hours donated by the County, plus 950 hours from Local 2000).

ARTICLE 16 - TRADING OF SHIFTS AND EARLY RELIEF

Section 16.1 - Trading of Shifts.

Full time career personnel will be authorized to trade shifts in accordance with the following procedures:

(a) The trading of shifts is defined as the trading of whole shifts or a portion of any shift.

(b) The trade of shift must be approved up the chain of command to the employee requesting the trade's Battalion Chief. On the same day of receiving the trade request, the Battalion Chief will provide the employee confirmation of receipt of said trade request.

(c) Personnel may trade shifts regardless of job class or rank, provided projected functional staffing needs are met.

(d) Under no circumstances will a trade of shift create a projected overtime liability.

(e) Trades in which an employee fills a position for another class that he or she is not technically qualified to fill, may be withheld until it is determined that projected staffing needs are met. Final disposition of approval or disapproval will be no

later than 1900 hours on the shift before the requested trade.

(f) Trades must be made a minimum of 60 hours in advance unless extenuating circumstances exist which will be addressed on a case by case basis at the discretion of the Battalion Chief. Tentative approval can be issued by the company officer, pending final approval by the Battalion Chief when said conditions exist. Trades between equally qualified employees do not require 60 hours advanced notice to Battalion Chief.

(g) Repayment of traded time will be the sole responsibility of the individuals involved and will not obligate the County in any way.

(h) The trading of shifts will not cause any employee to work more than 48 consecutive hours. Any 48 consecutive hour tour of duty must be followed by a 24-hour period of off duty status.

(i) Probationary employees will be limited to the equivalent of 14 full shifts per year. Trades for education will be unlimited.

(j) Employees who work a trade of shift will be held accountable and protected for all issues except those, which involve compensation. Compensation will be granted whenever the employees work beyond the normal shift time.

(k) Trade of shifts requests may be denied whenever there is a demonstrated need for the employee to be present (special performance evaluation, scheduled training classes or excessive absence).

Section 16.2 – Early Relief.

Any employee may be relieved from duty by another employee qualified to meet the functional staffing needs up to two hours prior to the end of the shift with notification to the person in charge of the shift.

Employees may not seek early relief on a scheduled mandatory hold-over day unless the employee has traded their hold-over day.

ARTICLE 17 – INSURANCE

Section 17.1 - Health Insurance.

(a) Employees covered by this agreement will obtain health insurance coverage through the county's flexible benefit program.

(b) Full-time employees who waive enrollment in the County health insurance plan and furnish proof of other coverage will receive a $150/month opt out credit for

employees hired prior to 7/1/93, and a $75/month opt out credit for employees hired on or after 7/1/93. County employees who waive health insurance enrollment under their own coverage but are enrolled under another County's employee's health insurance coverage will not be eligible to receive the health insurance opt out credit.

(c) Any cost increase for any health care premiums for Local 2000 members for FY2015 and FY2016 will not exceed the increase in health care premiums for any other bargaining unit in Howard County Government or Howard County public employees for FY2015 and FY2016. This provision does not apply to employees of the Howard County Public School System.

Section 17.2 - Life Insurance.

(a) 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.

(b) In the event of the death of an employee in the line of duty, as defined by the County's insurance coverage, the County will pay to the employee's appropriate beneficiary a lump sum payment of fifty thousand dollars ($50,000) in addition to all other benefits presently payable to such beneficiary.

(c) The County shall provide a line of duty death benefit in the amount of ten thousand dollars ($10.000) to a bargaining unit member's beneficiary if the bargaining unit member dies in the line of duty. Line of Duty shall be defined by the Fire Chief.

Section 17.3 - Long Term Disability Insurance.

The County shall provide, at no cost to the employee, long term disability insurance as outlined in the July 1, 1984 booklet entitled "Long Term Disability Income Program for Howard County Employees".

ARTICLE 18-- EMPLOYEE ALLOWANCES

Section 18.1 - Uniform Allowance.

The County will continue to provide uniforms to designated personnel in accordance with departmental regulations. Members assigned to the Fire Investigative Unit shall receive a clothing allowance of $1,000 per person. These members will also receive an additional $1,000 per year while serving in this unit.

Section 18.2 – Physical Fitness Allowance.

Physical Fitness Allowances of $250 will be included for each employee for each year of

the contract. The allowances are to be paid the first pay period in November.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 19.1 - 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. For the purpose of this Article, time frames will be in calendar days. If the time frame ends on a Saturday or Sunday, the required action must be taken by the next County business day.

Section 19.2 - Time Limitations.

A grievance covered by this article must be hand delivered by the employee or his/her designee to the Battalion Chief (or Assistant Chief when the employee does not have a Battalion Chief in his/her chain of command) promptly within 14 calendar days after it arises and be processed in accordance with all 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 employee.

All grievances shall be presented at the first step of this grievance procedure by the aggrieved employees 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 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.

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.

Section 19.3 - Procedural Steps

All grievances shall be submitted on a grievance form developed by the County and the Union (form to be supplied by the County). 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. All grievances shall be presented at the first step of this grievance procedure by the aggrieved employees 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.

When a member has been terminated as a result of a disciplinary procedure, they may choose this grievance procedure in lieu of the appeals procedure contained within the Howard County Employee Manual. Should the member make that choice, their ability to use the aforementioned appeals procedure is revoked.

Step 1

A grievance covered by this Article must be delivered by the employee or his/her designee to the Battalion Chief (or Assistant Chief when the employee does not have a Battalion Chief in his/her chain of command), promptly within 14 calendar days after it arises and be processed in accordance with all time limits and conditions.

Step 2

Within 14 calendar days of receipt of the grievance from an employee, the Battalion Chief (or Assistant Chief when the employee does not have a Battalion Chief in his/her chain of command) shall take the following actions:

(a) Schedule and conduct a meeting with the employee and the Union Representative in an attempt to resolve the grievance.

(b) Provide the employee with a written reply indicating the decision reached in Step 2. The decision shall be delivered to the employee.

In the event the decision at Step two is not satisfactory to the employee, the employee shall deliver the grievance to the employee's Assistant Chief within 10 days of receipt of the immediate supervisor's decision. It shall be indicated on the form that the Battalion Chief's decision reached at Step 2 is not satisfactory and that the employee wishes to take the grievance to the next step.

Step 3

Within 14 calendar days of receipt of the grievance from an employee, the Assistant Chief shall take the following actions:

(a) Schedule and conduct a meeting with the employee and the Union Representative in an attempt to resolve the grievance.

(b) Provide the employee with a written reply indicating the Assistant Chief's

decision. The decision shall be delivered to the employee, or his/her designee shall deliver the decision.

In the event the Assistant Chief's decision at Step three is not satisfactory to the employee, the employee shall deliver the grievance to the Fire Chief or his/her designee within 10 days of receipt of the Assistant Chief's decision. It shall be indicated on the form that the Assistant Chief's decision is not satisfactory and that the employee wishes to take the grievance to the next step.

Step 4

Within 14 calendar days of receipt of the grievance from an employee, the Fire Chief or his/her designee shall take the following actions:

(a) Schedule and conduct a meeting with the employee and the Union Representative in an attempt to resolve the grievance.

(b) Provide the employee with a written reply indicating the decision of the Fire Chief or his/her designee. The decision shall be delivered to the employee, or his/her designee shall deliver the decision.

In the event the decision of the Fire Chief or his/her designee at Step four is not satisfactory to the employee, the employee shall send the grievance by to the Personnel Officer within 10 days of receipt of the Fire Chief's or his/her designee decision. It shall be indicated on

the form that the Fire Chief's or his/her designee decision is not satisfactory and that the employee wishes to take the grievance to the next step.

Step 5

Within 14 calendar days of receipt of the grievance from an employee, the Personnel Officer or his/her designee shall take the following actions:

(a) Schedule and conduct a meeting with the employee and the Union Representative in an attempt to resolve the grievance.

(b) Provide the employee with a written reply indicating the decision of the Personnel Officer or his/her designee. The decision shall be sent to the employee.

Step 6

Any grievance that has been properly processed through the above procedure and has not been settled at Step 5 may, at the request of the Union, 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 5.

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. 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 as soon as possible 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 which shall be borne by the side incurring the expense.

Section 19.4. - Reserved.

Section 19.5 - Other Conditions.

If an employee is given a lawful 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 6 of this procedure and will have the same rights to binding arbitration.

Section 19.6 - Election of Remedies.

As an alternative to the grievance procedure set forth in this Article, an employee may use the appeal procedure provided in the Howard County Employee Manual entitled "Appeals", to appeal any action encompassed within the jurisdiction of the Personnel Board. An employee may elect only one of these remedies and by electing one procedure automatically waives the other.

Section 19.7 - Grievance Scheduling.

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 business hours. Only one Union representative employed by the County shall be permitted to attend any one step of the grievance procedure as set forth in Article 3.4 of this Agreement on a paid basis through Step 3 of this procedure. At Steps 4 through 6, the Union president or his/her designee shall not be charged leave to attend the hearing should he/she be scheduled for duty at that time. The County reserves the right, at its option, after five days' notice to the Union, to schedule grievance hearings during non-work hours.

Section 19.8 – Class Action Grievances

If such grievances affect a group or class of employees; involving two or more employees, the Union or the affected employees may submit such grievances in writing to the Fire Chief. The processing of class action grievances shall commence at Step 4. An employee who is part of a class action grievance may elect not to participate in the class action grievance process and pursue the grievance on an individual basis.

ARTICLE 20 - PERSONNEL FILES

Section 20.1 – Personnel File Locations.

Both parties agree that there will be two recognized employee personnel files, one kept at the Howard County Office of Human Resources and the other kept at the Office of the Fire Chief.

Section 20.2 - Employee Access and Removal

(a) Any correspondence related to disciplinary action, absence or lateness may be removed from the employee's personnel file if requested, in writing, by the employee provided two years have elapsed since the most recent entry of a non-appealed disciplinary action or one which has been appealed but upheld.

(b) The Personnel Officer and the Fire Chief shall permit inspection of an employee's personnel file. 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. 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.

(c) Employees may request that performance improvement plans be removed from their personnel files if they have completed the improvement plan and after one year of satisfactory performance.

Section 20.3 - 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 21 - MODIFIED DUTY

Injured employees, who are given a medical release by their doctor to return to work with limitations, may be assigned modified duty by the Fire Chief. Such assignments will be based on

medical limitations indicated by the doctor. Priority in such assignments will be given to those injured in the line of duty.

ARTICLE 22 - SAFETY AND HEALTH

The County and Union agree to cooperate to the fullest extent in promoting the safety and health of the employees covered by this Agreement. DFRS will maintain a departmental Safety Officer and a Safety Committee with Union representation.

ARTICLE 23 - HOWARD COUNTY POLICE AND FIRE RETIREMENT SYSTEM

(a) Retirement benefits for employees covered by this Agreement shall be as provided for in Title 1 (Human Resources Administration), Subtitle 4A (Police and Fire Employees Retirement Plan) of the Howard County Code (the "Pension Subtitle").

(b) Notwithstanding the provisions of this Agreement, and as provided in Section 1.465A of the Pension Subtitle, the County shall have the right to amend the Pension Plan, at any time, by amendment to the Howard County Code.

(c) A retiree under age fifty but with at least ten years of County service, and, who is not collecting a disability retirement benefit, shall have the option of participating in the County's Health Insurance Program by paying the entire premium. At age fifty, the retiree shall be entitled to a retiree health insurance benefit as provided for in the Retiree Health Insurance Program.

ARTICLE 24 – DEFERRED RETIREMENT OPTION PROGRAM (DROP) AND PEHP

The County and Union agree to work jointly to develop a cost neutral DROP program for submission to the County Executive. The County agrees to take the necessary action required to implement such a program. Once the program is completed, it shall be implemented as outlined in Article 34(b).

The County and Union agree to work together to develop a cost neutral post-employment health program for submission to and approval by the County Executive. Once the program is approved, it shall be implemented consistent with County law.

ARTICLE 25 - TRANSFERS

If the Department of Fire and Rescue Services decides to transfer an employee involuntarily to another permanent assignment, the employee shall receive at least ten days in advance written notice of said transfer, in the absence of exceptional circumstances that will be explained in writing.

ARTICLE 26 - SUBSTANCE ABUSE TESTING

Unit members shall adhere to the Substance Abuse Policy of the Howard County Department of Fire and Rescue Services; see Exhibit C of this Agreement. The Substance Abuse Policy may be amended from time to time by mutual agreement of the County and the Union.

ARTICLE 27 - PROMOTIONAL PROCESS AND REGISTERS

(a) All promotional eligibility lists shall be valid for a period of two years. The County will make its best effort to prepare a new list to take effect the day after the most current eligibility list expires.

(b) During any exam, if the new reference materials, including any study guides, are not available at least 120 days before the exam, then the reference materials for the exam will be the same as those used for the previous year. The employee may appeal any test question within seven calendar days of the date of the test.

(c) The County and the Union have jointly developed the promotional process for Lieutenant and Captain that delineates the requirements and responsibilities of all parties involved. The promotional process as outlined in the department orders may be altered from time to time by mutual agreement of the County and the Union.

ARTICLE 28 - UNION INSIGNIA AND LOGO

Use of the Union insignia, logo and decal on uniforms and clothing will be in accordance with departmental policies. The Union logo may be placed on County-owned equipment.

ARTICLE 29 - DIRECT DEPOSIT

The County shall provide a direct deposit option for any employee covered by this Agreement who so elects, in writing, on a form supplied by the County.

ARTICLE 30 - POLITICAL ACTION COMMITTEE (P.A.C.) DEDUCTIONS

Employees shall be allowed to have monies deducted from their salary either once per year or per pay period for P.A.C. Such deductions will be made when a unit member authorizes it by signing an approved deduction form.

ARTICLE 31 - NO STRIKE OR LOCKOUT CLAUSE

Section 31.1 - 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 against the employee or the Union as the case may be:

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

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

(c) Revocation of the Union's exclusive representation certification and disqualification of the Union from participation in representation elections for a period 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 31.2 - No Lockouts.

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

ARTICLE 32 - SAVINGS CLAUSE

To the extent that the rights, duties, and obligations of employees and the County stated in the Howard County Code as written now or as may be amended from time to time are not expressly modified by this Agreement, they shall continue to govern the employment relationship. 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 33 - PRESERVATION OF MERIT SYSTEM RIGHTS

Nothing contained within this Agreement shall be deemed to restrict an employee's right to appeal employment related actions to the Personnel Board as provided by the Howard County Charter and the Howard County Code.

ARTICLE 34 - DURATION AND FINALITY OF AGREEMENT

(a) This Agreement shall be effective as of July 1, 2014, 7:00 a.m. and remain in full force and effect until, July 1, 2016, 6:59 a.m.

(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 no later than January 15, 2015, 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.

(e) The parties shall reopen negotiation for a successor agreement not later than the first week of November, 2015, for negotiations beginning no later than January 15, 2016. The successor Agreement shall become effective July 1, 2016.

(f) If no agreement is reached and signed by both parties at the date established for submission of the County budget to the County Council, by mutual agreement of both parties, the expiration date of this Agreement shall be extended.

ARTICLE 35 - 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 _____ 2014.

HOWARD COUNTY ADMINISTRATION
HOWARD COUNTY, MARYLAND

COUNTY EXECUTIVE
Ken Ulman

CHIEF ADMINISTRATIVE OFFICER
Lonnie R. Robbins

CHIEF NEGOTIATOR
Sean R. Malone

COUNTY SOLICITOR
Margaret Ann Nolan

HUMAN RESOURCES ADMINISTRATOR
L. Todd Allen

CHIEF OF FIRE & RESCUE SVCS.
William F. Goddard, III

DEPUTY CHIEF
John S. Butler

ASSISTANT CHIEF
William Anuszewski

BATTALION CHIEF
Christine Uhlhorn-List

TEAM MEMBER
Nowelle A. Ghahhari, Assistant County Solicitor

LOCAL 2000
BARGAINING TEAM:

PRESIDENT
Richard L. Ruehl

LEAD NEGOTIATOR
Bruce E. Bennett

TEAM MEMBER
Gregory E. Frank

TEAM MEMBER
Christopher J. Brown

TEAM MEMBER
Justin D. Kaminski

TEAM MEMBER
Steven K. Schulz

TEAM MEMBER
Francis J. Collins, Esq.

EXHIBIT A

DESIGNATION FOR PAYROLL DEDUCTION

TO: Howard County Personnel Office

FROM: _____ Payroll # _____ (Please Print)

UNION:

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 or service fees to be paid to the Treasurer of the International Association of Firefighters, Howard County Local 2000. 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 or fees 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

Supplemental Life Insurance	
Age on January 1st	**Monthly Rate** per $1000 of coverage
under 25	$0.053
25 - 29	$0.063
30 - 34	$0.084
35 - 39	$0.145
40 - 44	$0.247
45 - 49	$0.436
50 - 54	$0.719
55 - 59	$0.773
60 - 64	$1.092
65 - 69	$1.344
70 +	$4.137

EXHIBIT C

HOWARD COUNTY DEPARTMENT OF FIRE AND RESCUE SERVICES

SUBSTANCE ABUSE POLICY

(CAREER EMPLOYEES)

I. GENERAL POLICY:

The Howard County Department of Fire and Rescue Services (Department) seeks to ensure that public safety is not endangered as a result of substance abuse by Department Employees. The Department also seeks to ensure the safety of each of its employees as they perform assigned duties and responsibilities. Recognizing that employees who abuse substances, on or off-duty, tend to be less productive, less reliable and pose a greater threat to public and employee safety. The Department is committed to maintain a work environment that is untainted by substance abuse.

To this end, this policy establishes testing and disciplinary procedures for all full-time, career employees of the Department (hereinafter "Designated Employees"). This definition of Designated Employees includes:

Firefighter Trainee
Firefighter Recruit
Firefighter
Firefighter HVO
Master Firefighter
Master Fighter HVO
Firefighter Lieutenant
Fire Captain
Battalion Chief
Assistant Chief
Deputy Chief
Chief

This policy is established to promote public and employee safety and to protect the privacy rights of individuals.

II. DEFINITIONS:

In this **Substance Abuse Policy**, the following definitions apply except as otherwise expressly provided or a necessary implication requires:

A. **Abuse** - means:

1. Use of an illegal substance as defined in Paragraph II (C) below.

2. Use of prescription drugs in a manner - other than that prescribed by a licensed physician, inconsistent with its medically prescribed or intended use, or under circumstances where use is not permitted - and which may result in the impairment of job performance.

3. Use of non-prescription drugs in a manner other than that suggested by the manufacturer or prescribed by a physician and which results in the impairment of job performance.

4. Use or possession of alcohol while performing one's duties or use of alcohol, which results in the impairment of job performance.

5. Use of alcohol, which is contrary to the criminal laws of the State of Maryland.

6. The intentional use of any substance, legal or illegal, which results in the impairment of job performance.

B. **Alcohol** - means: ethyl alcohol or ethanol.

C. **Drugs** - means:
1. All substances (narcotic and non-narcotic) which are subject to control under the Maryland Uniform Controlled Dangerous Substances Act (Schedule I-V) and those non-controlled substances, inclusive, for which enforcement remedies are available pursuant to Maryland Annotated Code, Article 27, Sections 276 through 302; and
2. Any substance other than alcohol, which may impair one's mental faculties and/or physic, or abuse alcohol or prescription drugs in any manner that is contrary to the laws of the State of Maryland.
3. Consume alcohol while on-duty or in a uniform, which displays the insignia of the Department, or while operating a County owned vehicle.
4. Abuse alcohol while operating a County owned or utilized vehicle.

D. No Designated Employee may abuse a substance as defined in this Substance Abuse Policy.

E. Designated Employees who are convicted of off-the-job drug offenses or criminal offenses relating to the use of alcohol will be in violation of this policy.

F. Designated Employees must report any criminal drug conviction to their immediate supervisor within five (5) days of that conviction.

G. **Random Testing** - means: manner of selecting individuals for drug testing from the total population subject to testing, so that each member of the population subject to

testing has an equal chance to be selected for testing on each occasion random testing is undertaken. For purposes of this Policy, a computerized random selection process beyond the control of employees and officers of Howard County, Maryland shall be utilized. For purposes of this Substance Abuse Policy, random testing of individuals subject to such testing shall be conducted at the rate of fifty percent per year.

H. **Reasonable Suspicion** - means: the existence of facts and the rational inferences which may be drawn from such facts or an objective base of knowledge sufficient to induce an ordinary, prudent and cautious person under the same circumstances to believe that a person may be selling, purchasing, transferring, possessing, using, or abusing alcohol or drugs in any way that is illegal or a violation of this Policy, or that a drug abuse test of an employee will produce evidence of illegal use of drugs.

I. **Post Vehicle Accident Testing** - As soon as practicable following an occurrence involving a departmental vehicle, the operator shall be tested for substances contained within this policy if:

1). There is a loss of human life; or
2). Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
3). One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

J. **Substance** - means: alcohol or drugs.

III. POLICY APPLICATION:

A. All Designated Employees shall adhere to the following requirements:

No designated employee shall:

1. Manufacture, distribute, dispense, possess, or use a controlled substance.
2. Report to work or be at work or on duty while under the influence of drugs or alcohol.
3. While undertaking official business, purchase, transfer, use, or possess drugs as defined in Paragraph II(C)(1) hereof, or abuse alcohol or prescription drugs in any manner that is contrary to the laws of the State of Maryland.
4. Consume alcohol while on-duty or in a uniform, which displays the insignia of the Department, or while operating a County owned vehicle.
5. Abuse alcohol while operating a County owned or utilized vehicle.

B. No Designated Employee may abuse a substance as defined in this Substance Abuse Policy.

C. Designated Employees who are convicted of off-the-job drug offenses or criminal offenses relating to the use of alcohol will be in violation of this policy.

D. Designated Employees must report any criminal drug conviction to their immediate supervisor within five days of that conviction.

IV. DRUG AND ALCOHOL SCREENING:

A. All Designated Employees who seek to be promoted into an employment position must receive a physical examination, which shall include a drug screen.

B. All Designated Employees shall receive a medical examination, which shall include a drug screen as part of any regularly scheduled medical examination.

C. All Designated Employees shall be subject to random drug testing.

D. Where a reasonable suspicion of substance abuse exists, all Designated Employees shall be required to undergo drug and alcohol testing under direct observation by an individual of the same gender.

V. POLICY ADMINISTRATION:

A. The Fire Chief and the Personnel Officer are responsible for the adherence to and implementation, enforcement and monitoring of this Policy.

B. The Howard County Office of Personnel shall be responsible for the following:

1. Training all Designated Employees involved in the implementation of this Substance Abuse Policy. Such training shall include instruction on the conditions for testing for substances, confidentiality requirements, the impact of positive test results and the appeal rights of Designated Employees.

2. Informing Designated Employees who refuse to be tested, that refusal may result in disciplinary action, which may include termination of employment.

3. Informing Designated Employees of the consequences of a positive test result.

4. Sending notification of the date and time for random screening examinations to Designated Employees, which notification of scheduling may be directed through the Designated Employee's supervisor or other commanding officer.

5. Coordination of drug and alcohol screening where a reasonable suspicion of substance abuse exists.

6. Development of contractual agreements with a collection center and a substance screening laboratory for the purpose of implementing this policy.

7. Coordination of the substance screening record keeping process.

8. Informing Designated Employees and the Fire Chief of test results.

C. Designated Employees shall:

1. Upon receipt of written notification from their supervisor or other commanding officer, report for urinalysis or blood testing at such time and place set forth in the written notification.

2. Present their Departmental identification card to personnel at the collection center designated by the County.

3. Complete all forms and provide all medical information related to the screening examination requested by personnel at the collection center designated by the County.

4. Immediately report to their supervisor or other commanding officer any accidental exposure to any drug as defined by this Policy.

5. Immediately seek medical treatment when exposed to any drug as defined by this Policy.

6. Immediately write an administrative report to their supervisor or other commanding officer when accidentally exposed to any drug as defined by this policy.

7. Notify their supervisor or other commanding officer in writing when they are taking prescription or non-prescription medications which may have effects on performance and behavior, and identify the type of medication being taken as well as the effects which the medication may have on performance and behavior.

VI. TESTING PROCEDURES:

A. **Drugs.** The Department, through the County Personnel Officer, shall utilize independent collection facilities and laboratories for all urinalysis testing to determine drug abuse under this Policy. The County shall utilize only those laboratories which are certified or approved under Section 17-214.1, Health General, Annotated Code of Maryland and collection facilities and laboratories which follow guidelines promulgated by the U.S. Department of Health and Human Services and N.I.D.A. Howard County Local 2000 shall be given notice 30 days prior to a change in collection or laboratory contractors and shall be given an opportunity to view the facilities of any new contractor selected by the County to provide collection or laboratory services relating to the testing program.

B. **Alcohol:** Where a reasonable suspicion of alcohol abuse exists, blood testing

analyses shall be performed by qualified independent laboratories.

C. **Substances subject to testing:**

1. Random, promotional and regularly scheduled medical examination drug testing programs shall test for marijuana, cocaine, opiates, phencyclidine, and amphetamines.

2. When testing is conducted upon "reasonable suspicion", the Department may test for any substance.

D. **Testing Methodologies:**

1. **Drugs:**

(a) The initial tests shall use immunoassay techniques outlined in the guidelines promulgated by the U.S. Department of Health and Human Services.

(b) The confirmatory test shall be Gas Chromatography-Mass Spectroscopy (GC-MS).

2. **Alcohol:**

Tests undertaken to determine alcohol abuse shall utilize blood testing techniques.

E. **Testing Levels:**

1. **Drugs:**

(a) An initial screening test shall be deemed positive if the result for the five (5) drugs or classes of drugs screened in the random testing program is determined to be at or above the following levels:

(ng/ml)

1. Marijuana/Cannabinoids (THC):	100
2. Cocaine:	300
3. Opiates:	300
4. Phencyclidine (PCP):	25
5. Amphetamines:	1,000

(b) Confirmatory test levels for the same drug shall be as follows:

(ng/ml)

1. Marijuana/Cannabinoids (THC):	15
2. Cocaine:	150
3. Opiates:	
(a) Morphine	300
(b) Codeine	300
4. Phencyclidine (PCP)	25
5. Amphetamines	
(a) Amphetamine	500
(b) Methamphetamine	500

2. **Alcohol.**

(a) A blood test result which reveals there is in the person's blood at the time of testing .06 percent or more by weight of alcohol shall be deemed positive.

VII. TESTING RESULTS

A. **Maintenance of Test Results.** Testing results shall be forwarded by the independent laboratory to the Office of Personnel where the results will be maintained in a confidential manner.

B. **Negative Test Results.** The Office of Personnel will advise the Designated Employee being tested of a negative test result.

C. **Positive Test Results.** The Office of Personnel will advise the Designated Employee being tested and the Fire Chief of any positive test results in accordance with Maryland law and shall provide the individual being tested with a copy of his/or her test results. The Office of Personnel shall also, in the case of a positive test result, advise the tested employee, in accordance with Maryland law, of his/her right to request independent testing of the same sample taken from the employee for verification of the presence of any prohibited substance by a laboratory certified and licensed in accordance with the laws of the State of Maryland, and of the time period within which he/she must exercise such right.

VIII. CONSEQUENCES FOR FAILURE TO COMPLY WITH SUBSTANCE ABUSE POLICY, FOR POSITIVE TEST RESULTS AND CRIMINAL CONVICTIONS:

A. A Designated Employee who violates or fails to comply with any provisions of this Substance Abuse Policy may be subject to appropriate discipline at the discretion of the Fire Chief.

B. A Designated Employee who refuses to be tested shall be subject to discipline, including termination.

C. Each Designated Employee will have thirty (30) days from the effective date of this General Order to notify the Department of any substance abuse problems the individual may have with drugs and/or alcohol. Any such Designated Employee who comes forward and who undertakes appropriate detoxification treatment and/or rehabilitation services will not be subject to any discipline. While participating in an approved detoxification/rehabilitation program, employees will be placed on disability status and will be allowed to utilize disability, annual and personal leave. When such leave is exhausted, the employees will be placed on a leave without pay status. Upon successful completion of the program, Designated Employees shall be returned to their regular positions, provided that the employee undergoes a test for drugs and/or alcohol before reinstatement and does not test positive.

For the 12 months following reinstatement, the employee shall be subject to periodic unannounced drug and/or alcohol testing and will be prohibited from performing in a paramedic status and will be denied any pay associated with paramedic status. If the employee fails to successfully complete the program or to pass any subsequent drug and/or alcohol test, the employee may be terminated at the discretion of the Fire Chief.

D. Any Designated Employee who is directed to submit to a drug and/or alcohol test under this Policy, and who tests positive for the first time, will be suspended without pay, and will be given an opportunity to participate in an appropriate detoxification and/or rehabilitation program. Upon satisfactory completion of treatment in accordance with the foregoing, the employee will be reinstated to his/her position with no loss of seniority or benefits, except that for a 12 month period immediately following reinstatement, an employee with paramedic status will be prohibited from performing in a paramedic status and will be denied any pay associated with paramedic status. Prior to reinstatement, however, an employee must undergo drug and/or alcohol testing and may not test positive in accordance with the standards adopted above. Failure to satisfactorily complete treatment or to take the test and to meet the standards adopted above may result in termination of employment.

For the 12 months following reinstatement, the Designated Employee shall also be subject to periodic unannounced drug and/or alcohol testing. Failure to take the test(s) and/or a positive test result may result in termination of the employee at the discretion of the Fire Chief.

E. Any Designated Employee who tests positive on a drug and/or alcohol test for a second time will be terminated.

F. A Designated Employee who is convicted of an off-the-job drug offense or criminal offense relating to the use of alcohol may be terminated at the discretion of the Fire Chief.

G. For purposes of assuring compliance with this Policy, lockers provided by the Department to Designated Employees may be subject to inspection/search at any time by the Department when the Department has a reasonable suspicion to believe that a

person who has access to the locker may be selling, purchasing, transferring, possessing, using or abusing alcohol or drugs in any way that is illegal or a violation of this Policy. This includes the forcible opening of a locker if an employee refuses to open his/her locker voluntarily.

IX. **EFFECTIVE DATE**:

This General Order shall become effective on _____ _____, 1991.

EXHIBIT D1

Effective July 1, 2014

SALARY SCALE FY 2015
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2000
(48 Hours per Week)

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	hire													
40 hours	$22.10	$22.79												
D	$18.42	$18.99												
Trainee	$45,976	$47,399												
	Acad Grad													
40 hours	$23.02	$23.74	$24.48	$25.21	$25.99	$26.76	$27.54	$28.40	$29.29	$30.18	$31.10	$32.00	$32.99	$33.97
E	$19.18	$19.78	$20.40	$21.01	$21.66	$22.30	$22.95	$23.67	$24.41	$25.15	$25.92	$26.67	$27.49	$28.31
Recruit	$47,873	$49,371	$50,918	$52,441	$54,063	$55,661	$57,283	$59,080	$60,927	$62,774	$64,696	$66,568	$68,615	$70,662
	18	30	42	54	66	78	90	102	114	126	138	162	186	210
40 hours	$25.54	$26.29	$27.10	$27.91	$28.80	$29.65	$30.56	$31.50	$32.47	$33.46	$34.43	$35.51	$36.59	$37.66
F	$21.28	$21.91	$22.58	$23.26	$24.00	$24.71	$25.47	$26.25	$27.06	$27.88	$28.69	$29.59	$30.49	$31.38
Firefighter	$53,115	$54,687	$56,360	$58,057	$59,904	$61,676	$63,573	$65,520	$67,542	$69,588	$71,610	$73,857	$76,103	$78,324
G	18	30	42	54	66	78	90	102	114	126	138	162	186	210
40 hours	$26.02	$26.77	$27.58	$28.39	$29.28	$30.13	$31.04	$31.98	$32.95	$33.94	$34.91	$35.99	$37.07	$38.14
Firefighter/	$21.68	$22.31	$22.98	$23.66	$24.40	$25.11	$25.87	$26.65	$27.46	$28.28	$29.09	$29.99	$30.89	$31.78
HVO	$54,115	$55,687	$57,360	$59,057	$60,904	$62,676	$64,573	$66,520	$68,542	$70,588	$72,610	$74,857	$77,103	$79,324
	30	42	54	66	78	90	102	114	126	138	150	174	198	222
40 hours	$28.28	$29.14	$30.05	$30.95	$31.86	$32.86	$33.85	$34.94	$35.96	$37.04	$38.17	$39.34	$40.51	$41.75
H	$23.57	$24.28	$25.04	$25.79	$26.55	$27.38	$28.21	$29.12	$29.97	$30.87	$31.81	$32.78	$33.76	$34.79
Master FF	$58,831	$60,603	$62,500	$64,372	$66,269	$68,340	$70,412	$72,684	$74,805	$77,052	$79,398	$81,819	$84,265	$86,836
I	30	42	54	66	78	90	102	114	126	138	150	174	198	222
40 hours	$28.76	$29.62	$30.53	$31.43	$32.34	$33.34	$34.33	$35.43	$36.44	$37.53	$38.65	$39.82	$40.99	$42.23
Master FF/	$23.97	$24.68	$25.44	$26.19	$26.95	$27.78	$28.61	$29.52	$30.37	$31.27	$32.21	$33.18	$34.16	$35.19
HVO	$59,831	$61,603	$63,500	$65,372	$67,269	$69,340	$71,412	$73,684	$75,805	$78,052	$80,398	$82,819	$85,265	$87,836
	54	66	78	90	102	114	126	138	150	162	174	198	222	246
40 hours	$31.33	$32.26	$33.29	$34.31	$35.33	$36.38	$37.50	$38.66	$39.84	$41.06	$42.31	$43.56	$44.92	$46.30
J	$26.11	$26.88	$27.74	$28.59	$29.44	$30.32	$31.25	$32.22	$33.20	$34.22	$35.26	$36.30	$37.43	$38.58
Lieutenant	$65,171	$67,092	$69,239	$71,361	$73,482	$75,679	$78,000	$80,421	$82,867	$85,413	$88,009	$90,605	$93,425	$96,296

Longevity Pay: Employees who have completed 252 months of creditable service shall begin receiving Longevity Pay at the annualized rate of $2,500.

Exhibit D2

Effective January 1, 2015

SALARY SCALE FY 2015
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2000
(48 Hours per Week)

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	hire													
40 hours	$22.99	$23.70												
D	$19.16	$19.75												
Trainee	$47,823	$49,296												
	Acad Grad													
40 hours	$23.94	$24.68	$25.46	$26.22	$27.04	$27.83	$28.64	$29.54	$30.47	$31.39	$32.35	$33.29	$34.31	$35.33
E	$19.95	$20.57	$21.22	$21.85	$22.53	$23.19	$23.87	$24.62	$25.39	$26.16	$26.96	$27.74	$28.59	$29.44
Recruit	$49,795	$51,343	$52,965	$54,538	$56,235	$57,882	$59,580	$61,452	$63,373	$65,295	$67,292	$69,239	$71,361	$73,482
	18	30	42	54	66	78	90	102	114	126	138	162	186	210
40 hours	$26.56	$27.35	$28.18	$29.03	$29.95	$30.84	$31.79	$32.76	$33.77	$34.80	$35.81	$36.92	$38.05	$39.17
F	$22.13	$22.79	$23.48	$24.19	$24.96	$25.70	$26.49	$27.30	$28.14	$29.00	$29.84	$30.77	$31.71	$32.64
Firefighter	$55,236	$56,884	$58,606	$60,378	$62,300	$64,147	$66,119	$68,141	$70,237	$72,384	$74,481	$76,802	$79,148	$81,469
G	18	30	42	54	66	78	90	102	114	126	138	162	186	210
40 hours	$27.04	$27.83	$28.66	$29.51	$30.43	$31.32	$32.27	$33.24	$34.25	$35.28	$36.29	$37.40	$38.53	$39.65
Firefighter,	$22.53	$23.19	$23.88	$24.59	$25.36	$26.10	$26.89	$27.70	$28.54	$29.40	$30.24	$31.17	$32.11	$33.04
HVO	$56,236	$57,884	$59,606	$61,378	$63,300	$65,147	$67,119	$69,141	$71,237	$73,384	$75,481	$77,802	$80,148	$82,469
	30	42	54	66	78	90	102	114	126	138	150	174	198	222
40 hours	$29.41	$30.30	$31.25	$32.18	$33.13	$34.18	$35.21	$36.34	$37.40	$38.52	$39.70	$40.91	$42.13	$43.42
H	$24.51	$25.25	$26.04	$26.82	$27.61	$28.48	$29.34	$30.28	$31.17	$32.10	$33.08	$34.09	$35.11	$36.18
Master FF	$61,177	$63,024	$64,996	$66,943	$68,915	$71,086	$73,233	$75,579	$77,800	$80,122	$82,568	$85,089	$87,635	$90,305
I	30	42	54	66	78	90	102	114	126	138	150	174	198	222
40 hours	$29.89	$30.78	$31.73	$32.66	$33.61	$34.66	$35.69	$36.82	$37.88	$39.00	$40.18	$41.39	$42.61	$43.90
Master FF/	$24.91	$25.65	$26.44	$27.22	$28.01	$28.88	$29.74	$30.68	$31.57	$32.50	$33.48	$34.49	$35.51	$36.58
HVO	$62,177	$64,024	$65,996	$67,943	$69,915	$72,086	$74,233	$76,579	$78,800	$81,122	$83,568	$86,089	$88,635	$91,305
	54	66	78	90	102	114	126	138	150	162	174	198	222	246
40 hours	$32.58	$33.55	$34.62	$35.68	$36.74	$37.84	$39.00	$40.21	$41.44	$42.71	$44.00	$45.30	$46.72	$48.14
J	$27.15	$27.96	$28.85	$29.73	$30.62	$31.53	$32.50	$33.51	$34.53	$35.59	$36.67	$37.75	$38.93	$40.12
Lieutenant	$67,766	$69,788	$72,010	$74,206	$76,428	$78,699	$81,120	$83,641	$86,187	$88,833	$91,528	$94,224	$97,169	$100,140

Longevity Pay: Employees who have completed 252 months of creditable service shall begin receiving Longevity Pay at the annualized rate of $2,500.

Exhibit D3

Effective January 1, 2016

SALARY SCALE FY 2015
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2000
(48 Hours per Week)

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	hire													
40 hours	$23.92	$24.65												
D	$19.93	$20.54												
Trainee	$49,745	$51,268												
	Acad Grad													
40 hours	$24.90	$25.67	$26.48	$27.26	$28.12	$28.94	$29.78	$30.72	$31.69	$32.65	$33.65	$34.62	$35.68	$36.74
E	$20.75	$21.39	$22.07	$22.72	$23.43	$24.12	$24.82	$25.60	$26.41	$27.21	$28.04	$28.85	$29.73	$30.62
Recruit	$51,792	$53,389	$55,087	$56,709	$58,481	$60,204	$61,951	$63,898	$65,919	$67,916	$69,988	$72,010	$74,206	$76,428
	18	30	42	54	66	78	90	102	114	126	138	162	186	210
40 hours	$27.62	$28.44	$29.30	$30.19	$31.15	$32.08	$33.06	$34.07	$35.12	$36.19	$37.24	$38.40	$39.58	$40.74
F	$23.02	$23.70	$24.42	$25.16	$25.96	$26.73	$27.55	$28.39	$29.27	$30.16	$31.03	$32.00	$32.98	$33.95
Firefighter	$57,458	$59,155	$60,952	$62,799	$64,796	$66,718	$68,765	$70,861	$73,058	$75,279	$77,451	$79,872	$82,318	$84,739
G	18	30	42	54	66	78	90	102	114	126	138	162	186	210
40 hours	$28.10	$28.92	$29.78	$30.67	$31.63	$32.56	$33.54	$34.55	$35.60	$36.67	$37.72	$38.88	$40.06	$41.22
Firefighter/	$23.42	$24.10	$24.82	$25.56	$26.36	$27.13	$27.95	$28.79	$29.67	$30.56	$31.43	$32.40	$33.38	$34.35
HVO	$58,458	$60,155	$61,952	$63,799	$65,796	$67,718	$69,765	$71,861	$74,058	$76,279	$78,451	$80,872	$83,318	$85,739
	30	42	54	66	78	90	102	114	126	138	150	174	198	222
40 hours	$30.59	$31.51	$32.50	$33.47	$34.45	$35.54	$36.61	$37.79	$38.90	$40.06	$41.28	$42.54	$43.81	$45.16
H	$25.49	$26.26	$27.08	$27.89	$28.71	$29.62	$30.51	$31.49	$32.42	$33.38	$34.40	$35.45	$36.51	$37.63
Master FF	$63,623	$65,545	$67,592	$69,613	$71,660	$73,932	$76,153	$78,599	$80,920	$83,316	$85,862	$88,483	$91,129	$93,924
I	30	42	54	66	78	90	102	114	126	138	150	174	198	222
40 hours	$31.07	$31.99	$32.98	$33.95	$34.93	$36.03	$37.09	$38.27	$39.38	$40.54	$41.76	$43.02	$44.29	$45.64
Master FF/	$25.89	$26.66	$27.48	$28.29	$29.11	$30.02	$30.91	$31.89	$32.82	$33.78	$34.80	$35.85	$36.91	$38.03
HVO	$64,623	$66,545	$68,592	$70,613	$72,660	$74,932	$77,153	$79,599	$81,920	$84,316	$86,862	$89,483	$92,129	$94,924
	54	66	78	90	102	114	126	138	150	162	174	198	222	246
40 hours	$33.89	$34.90	$36.00	$37.10	$38.21	$39.35	$40.56	$41.82	$43.09	$44.41	$45.77	$47.11	$48.59	$50.06
J	$28.24	$29.08	$30.00	$30.92	$31.84	$32.79	$33.80	$34.85	$35.91	$37.01	$38.14	$39.26	$40.49	$41.72
Lieutenant	$70,487	$72,584	$74,880	$77,176	$79,473	$81,844	$84,365	$86,986	$89,631	$92,377	$95,197	$97,993	$101,063	$104,133

Longevity Pay: Employees who have completed 252 months of creditable service shall begin receiving Longevity Pay at the annualized rate of $2,500.