MEMORANDUM

OF

AGREEMENT

BETWEEN

HOWARD COUNTY, MARYLAND

AND

HOWARD COUNTY PUBLIC SAFETY DISPATCHERS ASSOCIATION

EFFECTIVE:

July 1, 2015 - June 30, 2016

PREAMBLE **1**
ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION **1**
Section 1.1. - Recognition. 1
Section 1.2. - Unit Descriptions. 1
Section 1.3. - Probationary Employees. 2
ARTICLE 2 - AUTHORIZED DUES DEDUCTIONS **3**
Section 2.1. - Employee Rights. 3
Section 2.2. - Dues Deductions for Employees Who Join the Union. 3
Section 2.3. - Service Fee for Employees Who are Not Members of the Union. 3
Section 2.4. - Failure to Pay The Service Fee. 3
Section 2.5. - Accounting. 4
Section 2.6. - Remitting of Dues/Fees. 4
Section 2.7. - Authorization of Deductions. 4
Section 2.8. - Lack of Funds. 4
Section 2.9. - Changes in Union Dues/Fees. 4
Section 2.10. - Hold Harmless. 4
ARTICLE 3 - RIGHTS OF UNIT MEMBERS/UNION REPRESENTATIVES **5**
Section 3.1. - Selection of Representatives. 5
Section 3.2. - Non-Discrimination. 5
Section 3.3. - Individual Representation. 5
Section 3.4. - Union Visitation. 5
Section 3.5. - Union Representation. 5
Section 3.6. - Use of Bulletin Board. 5
Section 3.7. - Union Orientations/Briefings. 6
Section 3.8. – Use of E-mail and Mail Systems 6
Section 3.9 - In Service Training. 6
ARTICLE 4 - MANAGEMENT RIGHTS **6**
ARTICLE 5 - HOURS OF WORK **7**
Section 5.1. - Regular Workweek. 7
Section 5.2.– Long WeekWorkweek. 8
ARTICLE 6 – LAYOFFS **8**

ARTICLE 7 – COMPENSATION **8**
Section 7.1. – Salary Scale; Wage Adjustments. 8
Section 7.2. - Step Increments. 8
Section 7.3. - Employee Performance Award. 8
ARTICLE 8 - PREMIUM PAY **9**
Section 8.1. - Shift Differential. 9
Section 8.2. - Call-in-Pay. 9
Section 8.3. - Four Area Premium Pay. 9
Section 8.4. - Communications Trainer. 10
Section 8.5. - Temporary Duty Pay. 10
Section 8.6. - Holiday Pay. 11
Section 8.7. - Clothing and Uniform Allowance. 12
Section 8.8. - No Duplication or Pyramiding of Premium Pay. 12
Section 8.9. – Meal Allowance. 12
Section 8.10. – Specialty Pay. 13
Section 8.11. - County Closing. 13
Section 8.12. – Health Quality of Work–Pay Adjustment 13
Section 8.13. – Court Time 13
Section 8.14. – Detail Pay 14
Section 8.15. – Overtime and Compensatory Leave 14
ARTICLE 9 - LEAVE BENEFITS **15**
Section 9.1. - Holidays. 15
Section 9.2. - Annual Leave. 15
Section 9.3. - Personal Leave. 16
Section 9.4. - Disability Leave. 16
Section 9.5. - Worker's Compensation Leave. 18
Section 9.6. - Jury Leave. 19
Section 9.7. - Military Leave. 19
Section 9.8. - Bereavement Leave. 20
Section 9.9. - Leave of Absence Without Pay. 20
Section 9.10. - Union Leave. 21

Section 9.11. - Leave for Negotiations 21
Section 9.12. - Family and Medical Leave 21
ARTICLE 10 – INSURANCE 22
Section 10.1. - Health Insurance. 22
Section 10.2. - Life Insurance. 22
ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE 22
Section 11.1. - Grievance Procedure. 22
Section 11.2. -Arbitration Procedure 22
Section 11.3. - Union Representation 23
Section 11.4. - Other Conditions. 23
Section 11.5. - Class Action Grievances. 23
ARTICLE 12 - PERSONNEL FILE 24
Section 12.1. - Employee Access. 24
Section 12.2. - Removal of Information. 24
Section 12.3. - Unit Member Additions. 24
ARTICLE 13 - REFERRAL SERVICES 24
ARTICLE 14 - LABOR/MANAGEMENT COMMITTEE 24
ARTICLE 15 - NO STRIKE OR LOCKOUT CLAUSE 25
Section 15.1. - No Strikes 25
Section 15.2. - No Lockouts. 25
ARTICLE 16 - TRADING OF SHIFTS 25
ARTICLE 17 - DEATH BENEFITS 26
ARTICLE 18 – PENSION PLAN 26
ARTICLE 19 – TUITION ASSISTANCE 27
ARTICLE 20 - SAVINGS CLAUSE 27
ARTICLE 21 - DURATION AND FINALITY OF AGREEMENT 27
ARTICLE 22 – SUBMISSION TO THE COUNCIL 28
EXHIBIT A – AUTHORIZATION FOR PAYROLL DEDUCTION 29
EXHIBIT B – WAGE SCALE -FY2016 30
EXHIBIT C – EXTRACT OF SECTION VII - APPEALS 31
EXHIBIT D – FAMILY & MEDICAL LEAVE PROVISION EXTRACT 37

PREAMBLE

This **AGREEMENT**, effective as of July 1, 2015, is entered into between Howard County, Maryland, hereinafter referred to as the "County", and the Howard County Public Safety Dispatchers Association (HCPSDA) hereinafter referred to as the "Union."

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

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

ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION

Section 1.1. - Recognition.

The County recognizes 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 pursuant to Title 1, Section 1.600 of the Howard County Code with respect to wages, hours, and other terms and conditions of employment.

Section 1.2. - Unit Descriptions.

(a) **Classifications**. The unit shall consist of all classified positions held by Emergency Communications Operators, Dispatchers, Dispatcher First Class, and Senior Dispatchers, excluding confidential, management and exempt employees. The unit will include only the following job class titles:

CLASSIFICATION	GRADE
2301 Emergency Communications Operator	F
2303 Dispatcher	G
2304 Dispatcher First Class	DFC
2305 Senior Dispatcher	H

(b) **Retitled Classifications**. In the event that any of the above listed classifications are retitled without any change in job duties, such classification shall be included in Section 1.2(a).

(c) **New Classifications**. In the event that any new classifications are created which fall within the unit description in Section 1.2(a) of this Article, the inclusion or exclusion of the new classifications shall be subject to the mutual agreement of the County and the Union. In the event the County and the Union are unable to agree on the inclusion or exclusion of a classification, either party may submit the issue to arbitration. The County and the Union shall attempt to select a mutually

acceptable arbitrator within 10 working days; if no arbitrator is selected, the party seeking arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. In reaching a decision, the arbitrator shall be guided by the standards used by the National Labor Relations Board in similar cases. The decision of the arbitrator shall be final and binding. The cost of the arbitration shall be borne equally by the County and the Union, except the costs incurred in presenting or defending the case to the arbitrator shall be borne by the side incurring the expense.

(d) Dispatcher First Class Qualifications. This classification (2304) is available to bargaining unit members who spend a minimum of one year of service as an Emergency Communications Operator (2301) plus have completed five years of service as a dispatcher (2303), and achieve a seventy percent (70%) or above score on a County administered Dispatcher First Class (DFC) test. The test will be offered once per year and shall be administered on or before the fifteenth of August. A Dispatcher (2303) is eligible to take the next available DFC test during year five (5) of their employment, if they are serving in their fourth (4th) year in the Dispatcher (2303) classification. After successfully passing the test members will move to the DFC classification on the anniversary date of their completion of five (5) years of service as a Dispatcher (2303). The eligibility cycle for testing and movement will be from the first of September through the thirty-first of August each year. A dispatcher First Class will have all the contractual rights afforded to other HCPSDA bargaining unit members.

(e) Notification and a study guide will be distributed to eligible members for the DFC test no later than 60 days prior to when the test is administered. Individuals who have leave approved prior to the notification date for the test and raise the issue within 5 calendar days of the notification will be allowed to take the test on an alternative day chosen at the sole discretion of the agency. Individuals may apply for an alternative day if exigent circumstances arise, approval will be granted at the sole discretion of the agency.

Section 1.3. - Probationary Employees.

(a) A newly hired employee in classes covered in Section 1.2 above is not eligible for Union membership until the employee has successfully completed at least 30 days of a one-year probationary period. During the first six months of an employee's probationary period, the employee may take leave under the provisions of Section 9.2(d) of this agreement.

(b) During the probationary period, the County may, at its sole discretion, dismiss, layoff or transfer such employees and no grievance may be filed or claimed by such employees or on behalf of any of them by the Union for or on account of any such action of the County during said period. Probationary employees may file grievances on issues other than those listed above.

(c) The County may extend the probationary period for any probationary employees past the 12-month period. In the event of an extension of the probationary period, at the end of such extension and upon receiving a satisfactory performance evaluation, the employee shall receive the appropriate step increase that will place that employee at the same level as the employee's peers as though there has been no extension of the probationary period.

ARTICLE 2 - AUTHORIZED DUES DEDUCTIONS

Section 2.1. - Employee Rights.

An employee is not required to join the Union.

Section 2.2. - Dues Deductions for Employees Who Join the Union.

The County agrees to deduct from the earnings of each unit member who has properly authorized such deductions, in writing, by a proper authorization card duly executed, membership dues to be remitted to the Union as indicated below. The Union shall provide each unit member executing an authorization 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 unit member is given to the County at least 30 days prior to the anniversary date of the authorization. An information copy of the notification to terminate dues deductions will be sent to the Union.

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

Provided the Union demonstrates to the County's satisfaction that 51% of the bargaining unit members are members of the Union at any time during the term of this Agreement, any employee hired after July 1, 1999 who elects not to become a member of the Union or who terminates membership in the Union, will be required to pay a service fee in lieu of Union dues as a condition of employment. The amount of the service fee shall not exceed, at any time, the amount of Union dues. The service fee shall be used exclusively by the Union to defray the costs incurred by the Union in the negotiation, administration, and implementation of the terms of this Agreement, and in any and all of the proceedings and matters or other purposes lawfully permitted, for which the Union has been certified as the employee's exclusive representative. No portion of the service fee shall 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. - Accounting.

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

Section 2.6. - Remitting of Dues/Fees.

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

Section 2.7. - Authorization of Deductions.

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

Section 2.8. - Lack of Funds.

The County will not deduct the Union's dues/service fees when a unit member's net pay for the pay period involved is insufficient to cover the dues/service fees after other legal deductions have been made. Should dues/service fees not be deducted, the member will be considered on inactive status. The member may request that the Union continue payment of the dues/service fees on the member's behalf with the understanding that the member will reimburse HCPSDA upon the member's return to active status. The County will adjust the member's deductions such that the Union is reimbursed all unpaid amounts in not less than six months.

Section 2.9. - Changes in Union Dues/Fees.

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

Section 2.10. - Hold Harmless.

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

ARTICLE 3 - RIGHTS OF UNIT MEMBERS/UNION REPRESENTATIVES

Section 3.1. - Selection of Representatives.

Unit member representatives shall be selected in any manner determined by the Union from among those actively employed by the County. The Union shall furnish the County with a roster of local officers and shop stewards; the Union will keep the County informed, in writing, of any changes regarding these Union representatives. In no case shall the number of shop stewards exceed one per work shift.

Section 3.2. - Non-Discrimination.

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

Section 3.3. - Individual Representation.

Unit members have the right to represent themselves individually or designate their personal representatives in their employment relations with the County. Notwithstanding any other provision in this Agreement, an individual unit member may present a grievance at any time to the County without the intervention of the Union, provided that the Union is advised in advance of said grievance and is notified of the specific disposition of the matter, and provided further that any adjustment made shall not be inconsistent with the terms of this Agreement.

Section 3.4. - Union Visitation.

With permission of the Chief, representatives of the International Union of Police Associations shall have reasonable access to the Division of Communications, excluding the Operations Center, for the purpose of conferring with a shop steward while investigating a grievance. Such permission shall not be unreasonably withheld.

Section 3.5. - Union Representation.

Presuming there will be no abuse; the County agrees to hear grievances filed by the Union on behalf of a unit member, pursuant to a provision of this Agreement, during the County's normal business hours, Monday to Friday, 8:00 a.m. to 5:00 p.m. Only one Union representative employed by the County shall be permitted to attend any one meeting related to the grievance process under the provision of the Howard County Employee Manual or an arbitration process on a paid basis. The County reserves the right at its option, after five days notice to the Union, to schedule grievance hearings during non-work hours.

Section 3.6. - Use of Bulletin Board.

(a) The County agrees to provide a bulletin board to the Union for the purpose of

allowing the Union to inform its membership of Union business. Such material shall not violate criteria generally applicable to the posting of notices on County property; furthermore, the Union agrees to provide copies of all notices being posted, to the Division Commander and the Office of Human Resources.

(b) The Union shall have access to and use of the internal individual mailboxes assigned to employees for distribution of Union materials. However, Bureau clerical staff shall not be used to place Union material in individual mailboxes.

Section 3.7. - Union Orientations/Briefings.

(a) With prior approval of the Division Commander, the Union will be permitted a reasonable period of time to present a Union orientation to newly hired employees.

(b) With prior approval of the Division Commander, the Union will be permitted to make presentations of reasonable length to departmental personnel.

Section 3.8. – Use of E-mail and Mail Systems

The Union shall have use of the County e-mail and Departmental inter-office mail system for distribution of Union materials. However, Departmental clerical staff shall not be used to place Union material in individual mailboxes.

Section 3.9 – In Service Training

(a) Members will be notified of any quarterly in-service training dates and times 90 days prior to the training.
(b) Management has the right to schedule emergency training less than 90 days at their sole discretion.

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 unit members.

(f) To hire, promote, transfer, assign or retain unit members.

(g) To establish work rules.

(h) To demote, suspend, discharge or take any other appropriate disciplinary action against its unit members for just cause in accordance with the County Charter and other applicable laws.

(i) To relieve its unit members from duty because of lack of work or other legitimate reasons.

(j) To determine the mission, budget, organization, number of unit members, number, type and grade of unit members assigned, the work project, tour of duty, methods, processes by which such work has to be performed, technology needed, internal security practices and relocation of facilities.

(k) To determine the qualifications of unit members for appointment, promotion, step increases, etc., and to set standards of performance, appearance and conduct.

(l) To judge skill, ability and physical fitness; and to create, eliminate, or consolidate job classifications, departments or operations.

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

(n) To set and change work hours.

ARTICLE 5 - HOURS OF WORK

Section 5.1. - Regular Workweek.

The duty schedule and schedule practices in place on July 1, 2007 shall remain in effect for the duration of this Agreement unless changed by the County at its discretion. The County will consider the Union's recommendations regarding any change in the duty schedule before implementing any such changes. The County will give the Union six months notice before final implementation. In the event of an emergency, as determined by the County Executive/designee, the six-month notification provision may be waived. When the emergency has been declared over, the previous work schedule shall be implemented.

Section 5.2. – Long Week Workweek

A Long-Week is defined as a 48-hour workweek. Long week option: allows employees to elect to receive either overtime pay or compensatory leave. The selection for each pay week may be either overtime or compensatory time or any combination of overtime and compensatory time.

ARTICLE 6 – LAYOFFS

DURING FY 2016, no member shall be subject to an unpaid furlough or layoff.

ARTICLE 7 – COMPENSATION

Section 7.1. – Salary Scale; Wage Adjustments.

(a) The salary scale for Fiscal Years FY2016, are attached in Exhibit B.

(b) Adjustments to the salary scale are effective the first pay date after July 1, of the contract year, provided the contract is ratified by the Union on or before June 15, of the concluding contract year. If contract settlement is not reached and impasse is declared, the effective date of any salary increase, as recommended by the fact-finder, will be considered. Considerations in this regard shall not compromise the authority of the County Executive pursuant to Section 1.608 of the Howard County Code.

(c) Effective July 1, 2015, step 18 shall be added to the scale. Employees who have completed step 17 shall move to step 18 on their anniversary date.

(d) For FY 2016, should a COLA be granted to General County employees or negotiated with another Howard county Bargaining unit (to exclude IAFF Local 2000, FOP Units, or the Board of Education) an equal COLA will be granted to this unit.

Section 7.2. - Step Increments.

For Fiscal Years FY2016, , an employee who meets performance standards established by the Department and who is eligible for a step increment shall receive the increment beginning on the first day of the pay period during which the employee's anniversary date occurs.

Section 7.3. - Employee Performance Award.

(a) As provided in Section 1.304(a) of the Howard County Code, an employee who exceeds the minimum performance standard established by the Personnel Officer

shall be eligible to receive an award, the maximum of which is 8% of Step 7 of the employee's grade. The award shall be distributed to the employee from an Award Pool, as determined by the County, based on the individual's performance rating factor, grade and hours worked. The formula used to calculate the award is contained in the employee manual.

(b) An Employee Performance Award shall not increment an employee's base salary for subsequent years.

ARTICLE 8 - PREMIUM PAY

Section 8.1. - Shift Differential.

(a) Effective January 1, 2012, employees who work a shift beginning between 6:59 p.m. and 6:59 a.m. shall receive a shift differential of 6% per hour for their entire shift. Employees who are scheduled to work a shift starting between the above times and have their schedule altered by supervision for staffing or training purposes shall receive a shift differential of 6% for those hours worked. Employees who report to work prior to 6:59 p.m. but continue to work past 6:59 p.m., at the request of management, shall receive a shift differential of 6% for those hours worked past 6:59 p.m.

Section 8.2. - Call-in-Pay.

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

(b) If a unit member is called in to work hours which are not continuous to their regular shift, and the call-in is cancelled after the unit member leaves their residence but prior to arriving at the worksite, the unit member shall receive one hour of pay at time and one half of their hourly pay rate.

Section 8.3. - Four Area Premium Pay.

A Dispatcher, A Dispatcher First Class or Senior Dispatcher who has at least two (2) years of service (including service as an Emergency Communications Operator) with the Howard County Police, Division of Communications, and whose last evaluation period indicated satisfactory performance in all evaluated areas (Call Taking, Teletype Operations, Police Dispatch and Fire Dispatch), shall be eligible to apply for four area premium pay of 7.5% per hour, if the following criteria have been met:

- They have completed the required training in all four areas, to include satisfactory completion of the Fire Dispatch Course. The County agrees to offer the Fire Dispatch Course at least twice a year.

- Received satisfactory evaluations (DOR's) in all areas during training,
- Have been released from training in all areas, with supervisory endorsements, and
- Whose last evaluation period indicated satisfactory performance.
- In order to continue receiving the premium pay, an employee must work a minimum of eight (8) hours in each area, each month, to be calculated quarterly and continue to receive satisfactory evaluations in all four areas.
- Once a supervisor submits a written recommendation to the Division Commander the Deputy Chief for Administration will make an approval decision on the request within two weeks of submission.

If an employee fails to meet the above requirements, the premium pay will be suspended, unless, after evaluation by the Emergency Communications Supervisor, the following does not allow the individual to acquire the eight (8) hours:

1. Staffing does not allow the individual to acquire the minimum eight hours.
2. Employee is on approved leave, to include, vacation, personal, compensatory, disability, military, workers compensation, jury duty, bereavement, Union and LWOP approved by the County Administrator.
3. Employee is given other assigned duties.

An employee may reapply for the premium pay, in writing to the Division Commander, sixty (60) calendar days from the date of suspension if the above criteria have been met.

Section 8.4. - Communications Trainer.

Those bargaining unit members who are certified as Communications Training Officers (CTO's) and assigned training responsibility for an employee shall receive five dollars per hour training premium for documented training. As a method of tracking this time and training, a Daily Observation Report (DOR) must be completed and submitted for each day, indicating the actual time spent training. Time expended in completing the DOR shall count toward training time. Time expended in completing the DOR outside of the work facility/site will not count as training time.

Section 8.5. - Temporary Duty Pay.

(a) Employees within the job classification title of Senior Dispatcher who are temporarily assigned to perform the full responsibilities of a ECS, shall be paid for all hours worked in such higher pay grade at either 6.04% above their regular rate of pay, or as close as a numerical equivalent at the higher grade if their current salary is at the top of their pay range. Such higher level duties must be performed for a period of 6 consecutive work days. The higher rate shall be paid beginning the 6th day of such assignment and shall be retroactive to the first day of assignment.

(b) The above provisions shall apply provided the Personnel Officer has determined that all of the following conditions are satisfied:

1. The position to be filled temporarily is an authorized budgeted position.

2. There is no incumbent in the position or the incumbent is absent from duty.
3. The assigned employee meets the minimum qualifications for the classification unless in the sole discretion of the Chief, a particular situation warrants that the assignment be made without respect to the minimum qualifications for the higher position.
4. The assigned employee is able to perform all the normal duties expected of a person occupying that position.

5. An employee assigned to a temporary acting position will retain all bargaining unit rights and benefits.

Section 8.6. - Holiday Pay.

(a) 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.

(b) An employee who is required to work from 7:00 a.m. on Christmas Eve through 7:00 a.m. on December 26th will be paid at a rate of one and one half times the regular hourly rate of pay.

(c) An employee who is required to work the day shift (7 a.m. to 7 p.m.) or night shift (7 p.m. to 7 a.m.) beginning on Thanksgiving Day, will be paid at a rate of one and one-half times the regular hourly rate of pay.

(d) An employee who is required to work the day shift (7 a.m. to 7 p.m.) beginning on the day after Thanksgiving Day will be paid at a rate of one and one-half times the regular hourly rate of pay.

(e) An employee who is required to work the day shift (7 a.m. to 7 p.m.) or night shift (7 p.m. to 7 a.m.) beginning on July 4th will be paid at a rate of one and one-half times the regular rate of pay.

(f) An employee required to work a full shift between 7:00 p.m. New Years' Eve through 7:00 a.m. on January 2nd will be paid at a rate of one and one-half times the regular rate of pay.

(g) An employee who is on a scheduled leave day, or approved leave, and is required to work overtime on a holiday specified in paragraphs (b) through (f) of this section will be compensated, at the election of the employee, either:

1. At two and one half times the hourly pay rate, regardless of the employee's assigned squad schedule during the 36 hour week, and will be credited eight hours of annual leave.

2. At time and one half the hourly pay rate, regardless of the employee's assigned squad schedule during the 36 hour week, plus twelve hours compensatory leave (at straight time) credited to their compensatory leave balance, plus will be credited eight hours of annual leave.

(h) An employee who is working overtime as part of their regularly scheduled 48 hour week on a holiday specified in paragraphs (b) through (f) of this section will be compensated, at the election of the employee, either:

1. At two and one half times the hourly pay rate; or
2. At time and one half times the hourly pay rate, plus twelve hours compensatory leave (at straight time) credited to their compensatory leave balance.

(i) An employee who is utilizing annual leave on a holiday under paragraphs (b) – (f) of this section and who is called in to work will be paid in accordance with Section 8.1 or 8.2 and will be re-credited with the number of hours actually worked, not to exceed the amount of leave scheduled.

Section 8.7. - Clothing and Uniform Allowance.

(a) The County will continue to provide uniforms to employees in accordance with Department policy.

(b) The County will also continue its present policy of providing cleaning services for employees up to a maximum of $30 per month at the service provider selected by the County.

Section 8.8. - No Duplication or Pyramiding of Premium Pay.

There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this Article shall be applicable to any time worked by a unit member, the unit member shall be paid for such time at the highest rate specified in any one applicable section, but the unit member shall not be entitled to additional pay for such time under any other section.

Section 8.9. - Meal Allowance.

An employee shall receive a meal allowance for the actual cost, not to exceed $12.00 (including tax and tips) when the employee is required to work four (4) or more hours beyond the employee's regular shift and the County Executive or the Chief of Police has declared an

emergency related to an unforeseen event or an event requiring critical action. The employee must provide a receipt for such expenses before payment is made. If the County otherwise provides the meals, this provision will not apply.

Section 8.10. - Specialty Pay.

(a) Employees will be paid $3,000 annually when they have tested fluent in Spanish, Korean or Chinese languages as designated by the Chief of Police and provide translation services for Department business. The criteria for fluency as determined by the Chief of Police will be predicated on a state, regional or national evaluation instrument or a standard developed by an institution of higher education.

(b) Employees will be paid $1,100 annually when they have tested fluent in any language not listed above as designated by the Chief of Police and provide translation services for Department business. The criteria for fluency as determined by the Chief of Police will be predicated on a state, regional or national evaluation instrument or a standard developed by an institution of higher education.

(c) Language fluency pay is not subject to the pyramiding prohibition of Section 8.8 of this Agreement.
(d) $1100 annually to employees who are NCIC TAC
(e) $1100 annually to employees who are NAED Certified, not to exceed 6 employees

Section 8.11. - County Closing.

In lieu of receiving an extra monetary benefit for working during an emergency event, which is defined as an unforeseen event or an event requiring critical action that results in the closing of County offices for normal business operations, employees will receive 8 hours of vacation leave each fiscal year. The additional 8 hours of leave will be applied to the leave balance of every member on July 1st, regardless of whether the County closes for an unforeseen emergency during the year.

Section 8.12. – Health Quality of Work–Pay Adjustment

Historical Note: One-time adjustment which was added to pay scale effective July 1, 2011.

Section 8.13. – Court Time

When a bargaining unit member is required to attend work related court, or give a work related deposition during non-scheduled working hours, compensation will be at a minimum of three hours at the overtime rate. A court summons for said date and time must be attached to each request and the member must comply with all Departmental directives regarding court overtime procedures. Documentation of compliance must be included on the compensation request.

Section 8.14. – Detail Pay

Bargaining unit members who are required to attend meetings, or represent the Department on committees during non-scheduled working hours will be compensated at a minimum of three hours of pay at either the overtime rate, or the regular rate of pay, dependent upon the employees work hours for said week. Eligibility for, and applicability of, detail pay must be approved in advance of the event by the Division Commander or above. Applicable pay shall start when the event convenes. If the event is contiguous to the start of the member's regularly scheduled shift, the member will only receive the applicable rate of pay, overtime or straight time, until the start of their shift, at which time they will be compensated at their standard rate of pay.

Section 8.15. – Overtime and Compensatory Leave

(a) All unit members shall be paid overtime at time and one-half their regular hourly rate of pay for all hours, or fraction thereof, worked in excess of 40 during the workweek.

(b) Employees have the option to receive overtime compensation in the form of compensatory time off with pay at the rate of time-and-one-half the amount of time worked in an overtime status in lieu of paid overtime.

(c) The option to earn compensatory time in lieu of paid overtime will be exercised by completing the "compensatory time" portion of the overtime slip at the time it is submitted.

(d) An employee of this unit may accrue at any given time up to a total of 320 hours of unused compensatory time and carry over this amount from one year to another.

(e) Upon termination of employment, for any reason, up to 240 hours of unused accrued compensatory time will be paid out at the employee's regular hourly rate of pay.

(f) Members may select either overtime or compensatory time, or any combination of overtime and compensatory time pay for each hour, or fraction thereof, worked in excess of 40 during the workweek.

ARTICLE 9 - LEAVE BENEFITS

Section 9.1. - Holidays.

(a) All employees shall be entitled to 12 paid holidays as follows:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, The Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, The Day after Thanksgiving, Christmas Day *or as designated by the County Executive.*

(b) Unit members shall be credited with eight hours of annual leave for each legal holiday as established above or by the County Executive. Those members scheduled to work on Thanksgiving, Christmas or the 4th of July, EITHER SHIFT, will receive eight hours under this provision and an additional hour for each hour worked over the eight hours. Holiday leave will be credited to the unit member's record after the date of the approved County holiday and shall be treated as earned annual leave.

(c) In order to obtain a day of annual leave, employees must remain on active status as an employee of the County through the day on which the holiday is observed by the County.

Section 9.2. - Annual Leave.

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

Years of Employment	**Hours Accrued**
Appointment through 5th Year	104 Hours Per Year
6th Year through 10th Year	128 Hours Per Year
11th Year through 20th Year	152 Hours Per Year
21st Year and Above	168 Hours Per Year

(b) No more than 360 hours of annual leave may be carried from one Fiscal Year to the next, except where a unit member is required to forego the use of annual leave because of a work emergency, in which case the Chief Administrative Officer may permit the unit member to carry over an additional 120 hours. Every unit member must use a minimum of 40 hours annual leave per Fiscal Year.

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

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

(e) Annual leave approval shall be based upon leave slot(s) allotted and staffing

needs. The Department Standard Operating Procedure for the Communications Division shall govern submission of annual leave requests and granting of annual leave. The County shall comply with the procedure for the duration of this Agreement.

Section 9.3. - Personal Leave.

(a) Existing unit members shall receive 48 hours of personal leave each calendar year.

(b) Unit members hired after April 30th of the calendar year shall receive 32 hours of personal leave for that year.

(c) Unit members hired after August 31st of the calendar year shall receive 16 hours of personal leave for the year.

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

(e) Personal leave must be taken during the calendar year in which it is granted, upon prior approval of the immediate supervisor; can be approved in units of one hour.

Section 9.4. - Disability Leave.

(a) **Accrual** - Disability leave is accrued at the equivalent of eight hours per month.

(b) **Authorization** - When an employee requests disability leave, he/she shall be required to notify his/her immediate supervisor; if the immediate supervisor is not available, the employee shall provide notification in accordance with the communications SOP Manual before the start of the employee's shift on the first day of the illness or incapacity and the probable date of return to work.

(c) **Limitations** - Disability leave may be used for the incapacitating illness of an employee, the employee's spouse or the employee's minor child residing in the employee's household.

(d) Disability leave may be taken in periods of one half hour or more.

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

(f) When an employee uses disability leave in excess of 3 consecutive workdays, upon return to work, he/she must submit a certificate to the supervisor from the treating physician or licensed practitioner which describes the dates of treatment and which contains a release to return to work outlining any applicable work restrictions. Failure to provide such documentation required by the County may result in a denial of paid leave. If disability leave abuse is suspected, the

employee may be notified that a doctor's certificate will be required for future absences of less than three days. If the leave extends beyond a week, then the employee must provide a certification of the health care provider on a form supplied by the County. Failure to notify the supervisor of illness, or abuse of disability leave, will be considered sufficient cause for disciplinary action.

(g) Fathers may use up to 24 hours of disability leave related to the birth or adoption of a child.

(h) Disability leave may be used for medical/dental/optical appointments; to the extent such appointments cannot be scheduled during non-working hours.

(i) Disability leave may be carried over from one Fiscal Year to the next with no maximum carry over limitation.

(j) Employees who leave employment will not be paid for accumulated disability leave. Accumulated disability leave may be credited toward retirement/pension service under certain circumstances as defined by the employee's retirement/pension plan.

(1) An employee who is disabled as a result of a non-duty illness or injury shall be granted a six month leave of absence which will begin after all of the employee's own accumulated leave has been exhausted. At the end of this period, if certified as fit for duty, the employee will be re-instated.

(2) If at the end of an initial six-month leave of absence the employee is still unable to return to duty, the Chief Administrative Officer may grant up to a maximum of six months additional leave of absence. At the end of this period, or anytime during the period, if certified fit for duty, the employee may be re-instated if a vacancy exists.

(3) Leave granted under this provision is contingent upon continuing disability as certified by a physician of the County's choice.

(k) During the term of this contract, employees who have accrued 96 hours of disability leave during the contract year and who have used no more than 16 hours of disability leave (not including any contributions to the disability leave bank) may convert 24 hours of their accrued disability leave to16 hours of pay.

(l) HCPSDA Union represented employees may donate one day of disability leave to another HCPSDA represented employee. The employee requesting to use disability leave donation may use up to twenty-four days total, per Fiscal year, for this purpose. The donation and use of donated disability leave must be approved in advance by the Chief of Police. Before donated disability leave is granted, all annual, disability, compensatory, and personal leave, of the employee requesting donations, must be exhausted. HCPSDA represented employees requesting donated leave must submit a request through channels to the Chief of Police. The

Chief of Police will notify the employee in writing if the request is approved. HCPSDA members donating leave must have a minimum balance of one hundred and eight (108) hours of disability leave, at the time of donation, and participation must be voluntary, in order to be eligible to donate leave in accordance with this program. Members eligible to donate leave and wanting to participate in this program will submit a written memorandum to the Communications Division Commander after the Chief of Police has approved the initial request.

If a HCPSDA member is a member of the Disability Leave Bank, they must apply for and exhaust, or be denied, eligible leave benefits before they are eligible to participate in this program.

Section 9.5. - Worker's Compensation Leave.

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

(b) **Medical Appointments** - Workers' Compensation Leave shall 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 ability to work with or without restrictions, an independent evaluation may be requested by the employee. The physician conducting the independent evaluation will be selected based on mutual agreement of the parties. The cost of the independent evaluation shall be paid by the County. If the independent physician concurs with the opinion of the employee's doctor, the employee shall receive full salary for periods of authorized lost time up to one year from the date of injury, subject to all other provisions of Maryland Worker's Compensation Law. If the independent physician concurs with the opinion of the County approved medical provider that the employee can

return to work, no benefits shall be payable.

If at any time during the course of the claim, the employer requests an independent medical exam in accordance with Maryland Worker's Compensation Law, the provision allowing for a third opinion will not apply. After 12 months, an employee is eligible to receive only those benefits available under Maryland Workers' Compensation Law.

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

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

Section 9.6. - Jury Leave.

(a) **Rate** - When required to report for jury duty, an employee will receive full pay for the time needed to serve.

(b) **Authorization** - Immediately upon receipt of a notice, an employee must provide his/her immediate supervisor with a copy of the notice.

(c) **Limitations** - If not required to serve as a juror on a particular day, the employee must immediately contact his/her supervisor to determine when next to report for work.

(d) Any payment received as a juror may be retained in addition to regular salary.

Section 9.7. - Military Leave.

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

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

(c) **Limitations** - Paid Military Leave benefits are granted time covered by written orders, to a maximum of the above rate. Time off for other military obligations will be granted as annual leave, personal leave or leave without pay, at the request

of the employee. In order for leave time to be approved as excused, the County may require documentation of required service dates for leave requested that is not covered by orders which designate the time as Active Duty Training or Active Duty Tour.

Section 9.8. - Bereavement Leave.

(a) **Rate** - Up to three workdays will be granted.

(b) **Authorization** - Upon learning of the need to use bereavement leave benefits, an employee must immediately notify his/her immediate supervisor. The employee's department head is the final authority in granting bereavement leave requests.

(c) **Limitations** - An employee will be granted up to three consecutive work days of bereavement leave upon the death of his/her wife, husband, son, daughter, mother, father, brother, sister, parents-in-law, step-parents, grandparents, or grandchild.

(d) A maximum of one day will be granted upon the death of the employee's brother-in-law or sister-in-law.

(e) Up to 2 days of additional bereavement leave may be granted, at the discretion of the department head, if the death or funeral occurs out of state.

(f) In case of hardship, the employee will be allowed to use any additional leave that they have with the exception of disability leave, to attend a funeral as defined above. This leave will be granted automatically upon request, if the employee demonstrates the need for additional leave.

(g) Hardship is defined as unusual circumstances that would prevent the employee from attending the death of a family member as defined above. Examples of this would be: out of state travel, executor responsibilities, or any valid reason requiring the need for additional leave.

Section 9.9. - Leave of Absence Without Pay.

(a) If an employee needs leave for a valid reason such as training and education, extended military service, and certain family responsibilities not covered by FMLA, or if he/she needs leave for a reason enumerated as FMLA leave but beyond his/her 12 weeks of eligibility, the employee may apply for unpaid leave. The Personnel Officer may grant such leave when it is in the best interest of the County. An employee's eligibility for unpaid leave ends when the total amount of leave, paid and unpaid, including any FMLA leave, amounts to a consecutive year of absence. If an employee does not return to work after a consecutive year of absence, eligibility for an additional FMLA leave is not granted.

(b) **Reinstatement Rights** - An employee who is granted unpaid leave, and who returns to work within four consecutive months or less of absence, will be

reinstated in the merit system with all rights and privileges.

(c) An employee who is granted a leave of absence that will result in his/her absence from work, on paid and unpaid leave, for more than four consecutive months but one consecutive year or less will be reinstated to an equivalent position, if such position is available and if the employee's reinstatement is in the best interest of the County.

(d) **Requirements** - The following requirements or limitations apply to unpaid leave:

(1) An employee's request for a leave of absence without pay for valid purposes must be approved by the Personnel Officer.

(2) Unpaid leave will not be granted unless the employee has exhausted his/her accrued annual and personal leave.

(3) During any unpaid leave that does not qualify as FMLA leave, the employee must pay the full cost of any insurance coverage he/she may wish to keep in effect during the unpaid leave.

Section 9.10. - Union Leave.

(a) The County shall annually grant HCPSDA eighty-eight (88) hours of paid leave to conduct Union business. Unused County granted leave may be carried from one year to the next except that the total accumulation may not exceed one hundred seventy-six (176) hours.

(b) All use of Union leave must be approved in writing, in advance, by the Chief or his/her designee.

Section 9.11. - Leave for Negotiations.

Four members of HCPSDA, 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 representatives.

Section 9.12. - Family and Medical Leave.

All employees shall be entitled to the family leave benefits set forth in the Howard County Employee Manual.

ARTICLE 10 – INSURANCE

Section 10.1. - Health Insurance.

(1) Employees covered by this Agreement will obtain health insurance coverage through CountyFlex (the County's Flexible Benefit Program).

(2) Unit members shall receive one hundred and fifty dollars ($150.00) in monthly benefit dollars. Unit members hired on or after July 1, 1993 shall receive a cash-out benefit of seventy-five dollars ($75) if no health benefit option is selected.

Section 10.2. - Life Insurance.

(1) The County shall provide, at no cost to the employee, basic group life insurance coverage in an amount equal to two times their annual salary. Accidental death and dismemberment coverage shall be included.

(2) Employees may purchase additional coverage through payroll deductions under the flexible benefits plan on a pre-tax basis. Rates are subject to negotiated change with the service provider. During the term of this agreement, should the County change the supplemental insurance rate for General County employees or negotiate a new rate with another Howard County bargaining unit, the same change shall be granted to this unit.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 11.1. - Grievance Procedure.

All employee complaints against or disputes with the County, whether or not such grievances involve the interpretation or application of a specific provision of this Agreement, will be processed in accordance with the informal procedures and the appeals procedures set forth in the Howard County Employee Manual (Exhibit D) up to and including appeals to the Personnel Officer.

Section 11.2. -Arbitration Procedure.

(a) Any grievance involving interpretation or application of a specific provision of this Agreement or involving a written reprimand, suspension, demotion, forfeiture of accruals, or termination, if not resolved at the Personnel Officer's level, may only be appealed to binding arbitration at the request of the Union. 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. The County and the Union may use the services of either the Federal Mediation and Conciliation Service or the American Arbitration Association. In any event, the arbitration shall be conducted in accordance with the rules of the

American Arbitration Association. The Arbitrator shall have no authority to amend, alter or modify any provision of this Agreement or to limit, diminish or in any manner interfere with the authority of the County and its administration as provided by State law and/or County Charter. The written decision of the arbitrator shall be rendered within 30 days after the hearing and shall be final and binding upon the aggrieved unit member, the Union and the County. The cost of arbitration shall be shared equally by the County and the Union except that costs incurred in presenting or defending the grievance to the arbitrator shall be borne by the side incurring the expense.

(b) Any grievance which does not involve a matter described in paragraph (a) above, and which is not resolved at the Personnel Officer's level, may only be appealed to the Personnel Board in accordance with the Howard County Employee Manual.

Section 11.3. - Union Representation.

The Union may represent an employee in processing a grievance at any stage of the grievance and arbitration procedures, if the employee wants such representation, when the Howard County Employee Manual and the rules of the American Arbitration Association permit representation.

Section 11.4. - Other Conditions.

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

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

Section 11.5. - Class Action Grievances.

If such grievances affect a group or class of employees, involving two (2) or more employees, the Union may submit such grievances in writing to the Chief. The processing of class action grievances shall commence at Step 2.

Employees may elect not to participate in a class action grievance and pursue the grievance as an individual.

ARTICLE 12 - PERSONNEL FILE

Section 12.1. - Employee Access.

The Human Resources Administrator and the Director shall permit inspection of an employee's official and departmental personnel files as provided by law. All personnel records shall be treated as confidential information. Employees, with or without Union representation, shall have access to their individual personnel files by prior appointment with the Office of Human Resources. All items contained in such file shall be available for review and copy with the exception of outside confidential references relating to original employment or promotion.

Section 12.2. - Removal of Information.

Any correspondence related to disciplinary action may be removed from the unit member's personnel file if requested in writing by the unit member, provided three years have elapsed since the most recent entry.

Section 12.3. - Unit Member Additions.

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

ARTICLE 13 - REFERRAL SERVICES

The County has adopted a County-wide Employee Assistance Program involving assessment and referral for counseling and treatment of alcoholism. Alcoholism will be recognized and treated as a disease. Employees suffering from alcoholism will be afforded the opportunity for counseling and rehabilitation through this County program. Alcohol related employee infractions may be subject to disciplinary action whether or not the employee participates in the Employee Assistance Program. The County shall maintain confidentiality with respect to all employees who make use of the program. Employees may be referred for assistance services by the County or may request the County to refer them for such services.

ARTICLE 14 - LABOR/MANAGEMENT COMMITTEE

(a) The County and the Union agree to establish a Labor/Management Committee to promote effective communications and labor relations throughout the contract period. The committee will consist of representatives designated by the County and four (4) representatives designated by the Union President.

(b) The Committee will meet quarterly at a mutually agreeable time to discuss any and all topics, which may affect bargaining unit members. The Director or his/her designee and the President may agree to waive a meeting, however, not more than two meetings in a row may be waived.

(c) Committee recommendations presented to the County will be considered as advisory.

ARTICLE 15 - NO STRIKE OR LOCKOUT CLAUSE

Section 15.1. - No Strikes.

(a) For the duration of this Agreement, the Union, its officers, agents, representatives, stewards and members, and the unit members covered by this Agreement, shall not in any way, directly or indirectly, individually or concertedly engage in, initiate, sponsor, support, direct, ratify or condone any strike, sympathy strike, sit-down, secondary boycott, or picketing which interferes with or interrupts the County's operations, to include but not be limited to, the individual or concerted failure to report for duty, willful absence from one's position, stoppage or slow down of work, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment. In the event of a violation of this Article, the Union shall immediately upon learning of such activity, publicly disavow such action by the unit members and shall so advise the County and the unit members involved in writing.

(b) In the event of any violation of this Article, the County Executive may, in addition to any other remedy or right of the County, take any or all of the following actions he deems necessary in the public interest:

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

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

(3) Revocation of the Union's exclusive representation certification and disqualification of the Union from participation in representation elections for a period up to a maximum of two years.

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

Section 15.2. - No Lockouts.

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

ARTICLE 16 - TRADING OF SHIFTS

(a) Employees shall be authorized to trade shifts in accordance with this Article 16. Trading of shifts is defined as the trading of whole shifts or a portion of any shift.

(b) The trading of shifts must have prior written approval of the supervisor of the employee originally scheduled to work on the day of the trade. A supervisor may disapprove a trade of shifts if that trade is judged to have an adverse impact on

departmental operations.

(c) The employee originally scheduled to work shall be carried for payroll purposes as worked and shall be paid at his/her appropriate rate.

(d) The repayment of trading time shall be the sole responsibility of the individual involved and will not obligate the County in any way. Neither the County nor the Union will be involved in managing the program.

(e) The trading of shifts does not negate the responsibility of both individuals to comply with all established rules and regulations.

(f) Should any employee call in sick or fail to complete an approved trading of shift, the employee originally scheduled to work will be responsible for any leave taken by their replacement employee.

(g) Should an exigent circumstance arise and the replacement employee is granted leave by the Sergeant during the shift, said leave will be deducted from the replacing employee's appropriate leave accruals.

ARTICLE 17 - DEATH BENEFITS

(a) In the event of the death of an employee, the County will continue its present policy of paying to the appropriate beneficiary, in accordance with the law, all unused compensatory time, unpaid holidays, accumulated annual and/or personal leave and all accrued wages due.

(b) 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, if the employee dies as a direct and proximate result of a traumatic injury or disease sustained while performing emergency communications duties under hazardous conditions that otherwise require public evacuation of the workplace, such as a terrorist attack, which duties the employee is required or authorized by rule, condition of employment, or law to perform while in the workplace.

ARTICLE 18 – PENSION PLAN

a) The County will complete a Study to determine the impact and cost of reducing the retirement eligibility for the members for the Howard County Public Safety Dispatchers Association from thirty years of eligibility Service to twenty-five years of Eligibility Service and of increasing the retirement credit to 2% per year, enabling a retirement benefit of 50% after 25 years of service. The retirement credit would drop to 1% per year for each year after 25 years of service. The plan will be cost neutral to the County.

b) Upon completion of the study, the Union will poll all its members to determine whether the proposed plan would be acceptable to its members.
c) Within 30 days from ratification date of the FY2016 collective bargaining agreement between the Union and the County, a scheduling conference will be held to establish the deadlines for the County to complete the study and present the study's results, as well as a deadline for the Union to complete its membership poll.

ARTICLE 19 – TUITION ASSISTANCE

The County will provide tuition assistance in accordance with the Howard County Employee Manual as abridged during the term of this agreement.

ARTICLE 20 - SAVINGS CLAUSE

Any Article or Section of this Agreement found to be in conflict with the Howard County Charter or with any law, ordinance, statute, County or government regulation or declared invalid by decree of a court of competent jurisdiction, will be null and void and the parties will enter into negotiations for a substitute provision. All other Articles and Sections of this Agreement will remain in full force and effect for the duration of the Agreement.

ARTICLE 21 - DURATION AND FINALITY OF AGREEMENT

This agreement shall be effective from July 1, 2015 to June 30, 2016.

(a) 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.

(b) 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.

(c) The parties shall reopen negotiations for a successor agreement not later than January 1, 2016.

ARTICLE 22 – 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 _____, 2015.

COUNTY ADMINISTRATION
HOWARD COUNTY, MARYLAND

COUNTY EXECUTIVE
Allan H. Kittleman

CHIEF ADMINISTRATIVE OFFICER
Lonnie R. Robbins

HUMAN RESOURCES ADMINISTRATOR
Wanda Hutchinson

CHIEF NEGOTIATOR
Sean Malone

COUNTY SOLICITOR
Gary W. Kuc

CHIEF OF POLICE
Gary Gardner

TEAM MEMBER
Major Luther Johnson

TEAM MEMBER
Mary Levy

UNION:

PRESIDENT, HCPSDA
Larry Mindel

CHIEF NEGOTIATOR
Steven Brown

TEAM MEMBER
Brian Scherer

TEAM MEMBER
Charles Cox

TEAM MEMBER
Megan McAuliffe

TEAM MEMBER
Amy Sanchez

TEAM MEMBER
Amy Brown

TEAM MEMBER
Shawn Simmonds

EXHIBIT A

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: HOWARD COUNTY OFFICE OF HUMAN RESOURCES

FROM: _____ PAYROLL # _____ (Please Print)

I hereby request and authorize the deduction from my earnings each payroll period an amount sufficient to provide for the payment of monthly union dues to be paid to the Treasurer of the Howard County Public Safety Dispatchers Association. The amount to be deducted shall be certified to the Personnel Office by the Treasurer of the Union and will be the lawfully established dues as adopted by the Union.

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

Signed: _____ Date:

EXHIBIT B

HOWARD COUNTY PUBLIC SAFETY DISPATCHERS ASSOCIATION

WAGE SCALE

Effective July 1, 2015 through June 30, 2016

Dispatcher Scale HCPSDA

Note: Time in Steps = 1 year

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
F																		
Operator	$17.76	$18.29	$18.84	$19.42	$20.00	$20.59	$21.20	$21.86	$22.52	$23.18	$23.88	$24.59	$25.32	$26.09	$26.86	$27.69	$28.51	$29.37
G																		
Dispatcher	$19.65	$20.25	$20.85	$21.48	$22.12	$22.78	$23.48	$24.19	$24.90	$25.66	$26.41	$27.21	$28.04	$28.89	$29.76	$30.63	$31.56	$32.51
DFC																		
Dispatcher First Class						$23.57	$24.29	$25.04	$25.76	$26.55	$27.34	$28.17	$29.00	$29.90	$30.79	$31.68	$32.65	$33.63
H																		
Sr. Dispatcher	$21.74	$22.39	$23.08	$23.76	$24.49	$25.22	$25.99	$26.78	$27.55	$28.41	$29.27	$30.13	$31.05	$31.99	$32.94	$33.94	$34.95	$36.00

EXHIBIT C

EXTRACT OF SECTION VII - APPEALS of the HOWARD COUNTY EMPLOYEE MANUAL

(NOTE: The following extract of Section VII - Appeals of the Employee Manual is provided for information and guidance only. For the purpose of this extract the words "grievance" and "appeal" are considered to be the same).

APPEALS

A. GENERAL POLICY

Because the County and its employees have a mutual interest in the expeditious and equitable resolution of workplace problems, it is the policy of the County that all employees be permitted to express their views concerning the terms and conditions of their employment without fear of reprisal. In furtherance of this policy, the County encourages all employees to promptly raise and discuss workplace problems with supervisors, Appointing Authorities and the Office of Human Resources. Additionally, the County has established appeal procedures by which classified employees may complain about those adverse employment actions identified in Section 705(a) of the Charter, or other problems which they may experience on the job as permitted by Section 705(c) of the Charter. The County will not retaliate against an individual who makes an informal complaint or files an appeal, nor permit any employee to do so.

B. INFORMAL PROCEDURES/OPEN DOOR POLICY

The County encourages all employees who believe that they have been treated unfairly, arbitrarily, capriciously or illegally, or who find themselves in a dispute over a County policy, rule or regulation, to bring their complaints to the attention of a supervisor, their Appointing Authority, or the person who has control over the policy or regulation from which their complaint arises. If for any reason an employee does not wish to approach a supervisor or their Appointing Authority, the employee should contact the Office of Human Resources with their complaint. Most problems and complaints can be resolved informally as a result of discussions of this type.

C. APPEALS AVAILABLE TO CLASSIFIED EMPLOYEES

1. APPEALS FROM ACTIONS TAKEN BY THE COUNTY

Utilizing the procedures set forth below, classified employees may appeal the following actions, and have the right under Section 705(a) of the Charter to have their appeals heard by the Howard County Personnel Board ("Personnel Board"):

(a) Actions of the Personnel Officer pertaining to eligibility lists for appointment or promotion;

(b) Disciplinary actions involving loss of job, suspensions of pay or benefit accrual, demotion, or a reduction in pay;

(c) Actions of the Appointing Authority, which result in denial of the minimum salary increase granted to all employees, as allowed by law;

(d) Personnel actions, which allegedly violate Federal, State, or County human rights law;

(e) Employee performance evaluations.

2. OTHER APPEALS

Classified employees believing that they have been treated unfairly, arbitrarily, capriciously or illegally with respect to any other matter affecting their working conditions or employment status, may file an appeal utilizing the procedures set forth below. These appeals, however, may be heard by the Personnel Board only if four members of the Board vote to hear the grievance as provided in Section 705(c) of the Charter.

D. FORMAL APPEAL PROCEDURES FOR CLASSIFIED EMPLOYEES

In the event that a classified employee is unable or unwilling to informally resolve a workplace problem, a classified employee must follow the following procedural steps:

1. PRELIMINARY PROCEDURES

(a) Matters Other Than Dismissal

(1) Within fifteen (15) days* after the date when the act(s) constituting the appeal first became known to the employee, the employee must file a written complaint with the Appointing Authority. The written complaint must include, at a minimum, the employee's name, job title, and a description of the substance of the employee's complaint, as well as a statement of the relief sought.

* Reference to "days" within this policy means "calendar days" not "work days". Further, in computing time under this policy, the date when the act(s) constituting the appeal first become known to the employee, and the date of the act after which a designated period of time begins to run, is not included when computing the time periods established in this policy. If the last day of any time period falls on a Saturday, Sunday, or a holiday recognized by the County, the time period will be extended until the end of the next business day which is not a Saturday, Sunday or

a holiday recognized by the County. The failure of a classified employee to follow or adhere to any filing period established by this policy will constitute grounds for the denial of any relief sought. The time periods established in this policy may be waived or extended only by mutual written agreement.

(2) After a timely written complaint is filed by an employee with the Appointing Authority, the employee and the Appointing Authority will be given thirty (30) days to resolve the employee's complaint. During this time period, an Appointing Authority, who may delegate investigatory and other responsibilities to subordinates, may meet with the employee, gather information necessary for the consideration of the employee's complaint from the employee and others, including supervisors, and consult with personnel in the Office of Human Resources for advice and interpretation as to County policies in order to ensure consistency in the resolution of employee problems. Within thirty (30) days after a written complaint is filed, the Appointing Authority must advise the employee in writing as to the manner in which the employee's complaint can be resolved or, if no resolution is possible, the reasons why no relief will be given to the employee.

(3) If a classified employee's complaint is not resolved to the employee's satisfaction after the timely filing of an appeal with the Appointing Authority, the employee must file a written complaint with the Personnel Officer within fifteen (15) days after receiving a written decision from the Appointing Authority, or within fifteen (15) days after the expiration of the thirty (30) day period, whichever is first to occur, in order to have the appeal proceed. *

(4) If a timely written complaint is filed by an employee with the Personnel Officer, a tape-recorded hearing will be held by the Personnel Officer or designee, who shall act as a hearing examiner. At the request of the employee, the hearing shall be either open to the public or closed. The hearing examiner shall maintain orderly procedure and shall restrict the hearing to an airing of relevant information. The employee has the right to be represented at this hearing, and has the right to present evidence and produce witnesses. Representatives of the County who are responding to the employee's complaint may also present evidence and produce witnesses. The hearing examiner may permit both sides to ask questions of all witnesses, and to offer statements summarizing their respective positions. The hearing examiner may also extend the duration of the hearing to receive additional evidence or testimony, or may ask either side to produce additional evidence. Within thirty (30) days after the conclusion of the hearing, the hearing examiner will advise the employee, in writing, of the decision upon the appeal. If the hearing examiner cannot render a decision within that time period, the employee shall be advised, in writing, of when a decision may be expected.

* If an Appointing Authority fails to give an answer to an employee within the time limits established in this policy for any reason, the employee must file a complaint with the Personnel Officer in order to have the appeal proceed.

Depending upon the nature of the employee's appeal, the written decision of the Personnel Officer shall specify that if the employee is dissatisfied with the decision, the employee may request either a de novo hearing before the Personnel Board as provided by Section 705(a) of the Charter, or that the Personnel Board consider the appeal upon the record created before the Personnel Officer in the manner contemplated by Section 705(c) of the Charter.

(b) Dismissal

(1) When an Appointing Authority or the Personnel Officer determines that a classified employee should be dismissed, the employee shall be advised in writing of the reasons or charges supporting the dismissal decision, and shall have the right to appear before the person making the dismissal decision to respond to the stated reasons or charges.

(2) If, after meeting with the employee, the Appointing Authority or the Personnel Officer determines that the dismissal contemplated should proceed, the employee shall be immediately removed from County employment, shall be advised, in writing, of the effective date of the dismissal, and shall be advised of the right to file an appeal with the Personnel Board within 15 days of the effective date of the employee's discharge.

2. PROCEEDINGS BEFORE THE PERSONNEL BOARD

(a) De Novo Proceedings

(1) If a classified employee pursuing an appeal is dissatisfied with a decision rendered by the Personnel Officer in any matter involving those actions specified in Section 705(a) of the Charter, or if a classified employee has been dismissed, the employee may seek a review of the decision by filing an appeal with the Personnel Board. The appeal must be filed with the executive secretary of the Personnel Board within fifteen (15) days after the employee's receipt of a written decision from the Personnel Officer or, in the case of dismissal, within fifteen (15) days of the effective date of their dismissal.

(2) After receiving a timely written appeal, the Personnel Board shall schedule a hearing, which shall be conducted pursuant to the rules of the Personnel Board and which may, at the request of the employee, be

either open to the public or closed. The employee has the right to be represented at the hearing, and will have the right to subpoena witnesses and evidence, to produce and cross-examine witnesses, and to make an opening statement and closing argument to the Personnel Board. It will be the employee's burden at this hearing to show, by a preponderance of the evidence, that the act(s) about which he complains are clearly erroneous, arbitrary or capricious, or contrary to law.

(3) Within sixty (60) days after the hearing, the Personnel Board shall render a written decision upon the appeal, and shall forward copies of its decision to all parties of record. The decision of the Personnel Board shall be final and conclusive upon the parties, except that an employee aggrieved by an action of the Personnel Board in a case involving an appeal under Section 705(a) of the Howard County Charter may seek judicial review of the action under Title VII Chapter 200 of the Maryland Rules.

(b) Proceedings on the Record

(1) If a classified employee is dissatisfied with a decision rendered by the Personnel Officer as to any matter defined by Section 705(c) of the Charter, the employee may seek the Personnel Board's review of the decision by filing a written request for a hearing on the record with the Personnel Board within fifteen (15) days of the date of the receipt of the Personnel Officer's written decision. The written request, which should be filed with the Personnel Officer, shall detail the good cause which makes it desirable for the Personnel Board to hear and consider the employee's appeal.

(2) After receiving a written request for a hearing on the record, and after affording the Personnel Officer an opportunity to respond, the Personnel Board shall vote on whether to hear the appeal. Before voting on whether to hear the appeal, the Personnel Board may also choose to hear the parties upon the issue of "good cause". If, after considering the parties' respective positions, there are fewer than four votes to hear the appeal, the decision of the Personnel Officer will become final. If there are four or more votes to hear the appeal, the executive secretary shall secure and deliver to the Personnel Board all documentary evidence, as well as the tapes of the proceedings before the Personnel Officer. If requested and paid for by the employee, a transcript of the proceedings before the Personnel Officer may be submitted to the Personnel Board.

(3) After receiving the record of the proceedings before the Personnel Officer, and after reviewing the written and testimonial evidence offered at the hearing before the Personnel Officer, the Personnel Board shall

schedule a hearing, which shall be tape recorded. At this hearing, which may, at the request of the employee, be either open to the public or closed, the employee and representatives may make a summary argument to the Personnel Board.

(4) Within sixty (60) days after the hearing, the Personnel Board shall render a written decision, and shall forward copies of its decision to all parties of record. A decision of the Personnel Board upon an appeal heard on the record shall be final and binding on all parties.

EXHIBIT D

FAMILY AND MEDICAL LEAVE

The following leave applies to leave taken under the provisions of the Family and Medical Leave Act of 1993 (FMLA). All related County leave benefits will be administered in compliance with the FMLA and Department of Labor Regulations. Upon 5 consecutive days of absence, or 40 hours or more of absence from scheduled work within a pay period due to a serious health condition, employees will receive notification of these benefits and be placed on provisional FMLA.

- **Definitions**

The following definitions apply to Family and Medical Leave Section:

Serious Health Condition - "Serious" health condition is an illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. It includes any period of incapacity requiring absence from work, school or regular daily activities of more than three (3) calendar days including treatment by a health care provider.

Son or Daughter - means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self- care because of a mental or physical disability."

Parent - means a biological or adoptive parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include "parents- in-law."

Spouse – wife or husband as defined or recognized under State law for purposes of marriage in the State where the employee resides, including common law marriage, in States where it is recognized. The state of Maryland does not recognize common law marriages.

Same Sex Domestic Partner (SSDP) – individual approved to receive benefits under criteria established by Howard County Government (for whom a partnership declaration form is on file).

Intermittent Leave – leave taken in separate periods of time due to a single illness or injury.

Reduced Work Schedule – leave schedule that reduces an employee's usual number of working hours.

Week – for purposes of FMLA leave, a week is equivalent to the employee's normal assigned work schedule, including shift work.

Certification – official documentation required for the approval of FMLA leave such as the Following forms: *Certification of Health Care Provider for Employee's Serious Health Condition Certification of Health Care Provider for Family Member's Serious Health Condition,*

Certification of Qualifying Exigency For Military Family Leave, or Certification for Serious Injury or Illness of Covered Service member for Military Family Leave.

Next-of-kin of a covered service member – the nearest blood relative, other than the covered service member's spouse, SSDP, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as her or his nearest blood relative for purposes of military caregiver leave under the FMLA.

- **Eligibility/Entitlement**

As required by the Family and Medical Leave Act (FMLA), an employee is entitled to 12 weeks of leave (paid and/or unpaid) per year provided that they have worked for Howard County Government for at least one (1) year, and for at least 1250 hours over the previous twelve (12) months. The reasons for FMLA leave are listed below:

1. for the birth of an employee's child and to care for the newborn child;
2. for placement with the employee of a son or daughter for adoption or foster care;
3. to care for the employee's spouse, son or daughter, or parent (but not parent-in-law) who has a serious health condition; or
4. for a serious health condition that makes the employee unable to perform the employee's job.

Under the National Defense Authorization Act of FY2010 (NDAA) up to twenty-six (26) work weeks of leave during a single twelve (12) month period may be granted to an eligible employee. A spouse, son, daughter, parent, or next of kin may take the leave to care for a member of the military, or a qualifying veteran, "who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness", incurred in or aggravated by the line of active duty. Relatives of service members deployed to a foreign county, relatives of military reservists, relatives of service members of the Armed Forces, or relatives of a veteran may be granted FMLA leave for the care of or to look after the affairs of the family member.

Leave is designated as FMLA leave if it is used for any of the reasons stated above, and is counted toward the total of 12 weeks, whether the employee is on paid or unpaid leave status, except that if the employee uses personal, annual or disability leave and the absence is one week or less, the leave will not be counted as FMLA leave.

An employee is eligible to receive 12 weeks of FMLA leave every 12 months on a "rolling" year basis, from the employee's first leave taken, after August 5, 1993. (EXAMPLE: An employee who takes 12 weeks of FMLA leave beginning on March 1st will again be eligible to take FMLA leave the following March 1st.)

Eligibility for FMLA leave under reasons 1 and 2 expires 12 months after the birth or placement of a child. A husband and wife who are both eligible for FMLA leave and are both employed by the County are permitted to take only a combined total of 12 weeks of leave during

any 12 month period if the leave is taken for reason 1 or 2. Disability leave taken for reason 1 or 2 may only be used for the period designated by the treating physician Employees may request that they be permitted to take FMLA designated leave on an intermittent basis or may request a reduced work schedule when there is a medical need for such leave. Requests will be reviewed and approved on a case by case basis in conformity with FMLA.

- **Reinstatement**

Employees taking FMLA leave shall have the same rights as described in the UNPAID LEAVES OF ABSENCE section of this Policy.

Health Care Benefits - An employee who is on FMLA leave is entitled to have his/her health care benefits continued on the same basis as he/she would if he/she were not on leave. For that reason, even when the employee taking FMLA leave is on unpaid status, the County will continue to pay its portion of the employee's medical and dental insurance, in conformity with the employee's most recent benefit election.

To the extent that payroll deductions are necessary to provide the elected coverage, the employee must continue to pay the amount normally deducted from his/her paycheck that is necessary to keep the coverage in effect or the employee may elect not to continue his/her medical and/or dental insurance coverages during the period of his/her unpaid leave.

The Office of Human Resources will assist the employee to work out payment arrangements for the employee's share of his/her health care coverages cost. If employee contributions to coverage are not timely paid by the employee, after a 30-day grace period, the insurance coverage(s) will be canceled.

Upon the employee's return to paid status, his/her insurance benefits will be reinstated to the same level and terms as were provided when the FMLA leave commenced. If the benefit plan provided to employees changes while the employee on FMLA leave is on unpaid status, the changes to the coverages will be applied to the employee in the same manner as employees in paid status.

Due to the nature of the employee's job assignment, he/she will be required to furnish a fitness for- duty release to return to work signed by his/her treating physician. Failure to provide the required release may delay his/her return to work. Also, depending on the reason for his/her absence and his/her job assignment, he/she may be required to undergo a County paid fitness- for-duty evaluation. Except under limited circumstances specified by the FMLA, if an employee fails to return from unpaid FMLA leave, the County's expenses in providing health care coverage to the employee while in unpaid status must be reimbursed by the employee to the County.

- **Employee Requirements** –

The following requirements or limitations apply to all FMLA leave:

1. An employee must provide 30 days advance notice when requesting FMLA leave for "foreseeable" events; as much notice as possible must be given for "unforeseeable" events.

2. An employee must complete a Certification of Health Care Provider form (available in the Office of Human Resources) to support requests for FMLA leave because of serious health conditions. The County may require, at its expense, a second opinion as to the serious health condition to confirm the validity of the medical certification provided.

3. While on FMLA leave, an employee may be required to provide periodic reports concerning his/her status and intent to return to work.

4. Paid leave will not be accrued while an employee is on unpaid leave.

5. An employee must exhaust all accrued leaves (annual, disability and/or personal, as defined in this manual) applicable to the reason for which FMLA leave is requested before unpaid FMLA leave is granted.

6. If an employee is absent for one work week or more for any of the reasons listed above as qualifying the employee for FMLA leave, even if accrued paid leave is used to cover that absence, the leave will be treated as FMLA leave for purposes of calculating the total amount of such leave an employee may be granted in one year. The employee will be notified pursuant to the Act when paid leave is to be treated as FMLA leave.

7. Employees who are absent due to a FMLA qualifying event are understood to be unable or unavailable to work in any capacity for any employer, including a secondary employer. If an employee's work ability and/or availability improve in a manner that permits the employee to resume any level of work activity, the employee is required to contact the County to determine if work that is consistent with his or her work capacity is available. If the employee fails to notify the County of the improved ability and/or availability and is found to be working in any capacity for another employer, the employee will be subject to disciplinary action, up to and including termination. Overtime is prohibited while on FMLA.