AGREEMENT

BETWEEN

HOWARD COUNTY, MARYLAND

AND

HOWARD COUNTY POLICE OFFICER'S ASSOCIATION

LODGE 21

EFFECTIVE:

July 1, 2014 – June 30, 2016

PREAMBLE 1
ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION 1
Section 1.1. - Recognition. 1
Section 1.2. - Unit Description. 1
Section 1.3. - Probationary Employees. 2
ARTICLE 2 - AUTHORIZED DUES AND SERVICE FEES DEDUCTIONS 2
ARTICLE 3 - RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES 3
Section 3.1. - Selection of Representatives. 3
Section 3.2. - Non-Discrimination. 4
Section 3.3. - Individual Representation. 4
Section 3.4. - Union Visitation. 4
Section 3.5. - Union Representation. 4
Section 3.6. - Consultation Rights. 5
Section 3.7. - Use of Bulletin Boards. 5
Section 3.8. - Union Orientations/Briefings. 5
Section 3.9. - Union President. 6
ARTICLE 4 - MANAGEMENT RIGHTS 6
ARTICLE 5 - HOURS OF WORK 7
Section 5.1. - Regular Work Period. 7
Section 5.2. - Work Schedule. 8
Section 5.3. - Patrol Shift Start Times. 8
ARTICLE 6 - LAYOFFS AND REHIRES 9
Section 6.1. - Seniority. 9
Section 6.2. - Layoffs and Rehires. 9
ARTICLE 7 - COMPENSATION 9
Section 7.1. - Wage Adjustments. 9
Section 7.2. - Salaries for Probationary Police Officers. 10
Section 7.3. - Longevity Increments. 10
Section 7.4. - Annual Step Increments. 11
Section 7.5. - Police Officer 1st Class Rank. 11
Section 7.6. - Police Corporal. 12
Section 7.7. - Police Sergeant. 12

Section 7.8. - Pay Rate Adjustment. 12
Section 7.9. - Compensation. 13
Section 7.10. - Tech Corporal. 13
ARTICLE 8 - PREMIUM PAY 13
Section 8.1. 1 Overtime/Compensatory Time. 13
Section 8.2. - Shift Differential. 14
Section 8.3. - Call-in-Pay. 14
Section 8.4. - Court Time. 15
Section 8.5. - Field Training Officer Compensation. 15
Section 8.6. - Temporary Duty Pay. 15
Section 8.7. - Canine Pay. 16
Section 8.8. - Holiday Pay. 16
Section 8.9. - Clothing and Uniform Allowance. 17
Section 8.10. - No Duplication or Pyramiding of Premium Pay. 17
Section 8.11. - Specialty Pay. 17
Section 8.12. - Detail Pay. 19
Section 8.13. - Meal Allowance. 19
Section 8.14. - County Closing. 19
ARTICLE 9 - WORK ASSIGNMENTS 19
Section 9.1. – Selection Of Personnel For Work Assignments. 19
ARTICLE 10 - SECONDARY EMPLOYMENT 20
ARTICLE 11 - LEAVE BENEFITS 20
Section 11.1. - Holidays. 20
Section 11.2. - Annual Leave. 21
Section 11.3. - Personal Leave. 22
Section 11.4. - Disability Leave. 22
Section 11.5. - Disability Leave Incentive Program. 24
Section 11.6. - Disability Leave Donation. 24
Section 11.7. - Workers' Compensation Leave. 25
Section 11.8. - Jury Leave. 27
Section 11.9. - Military Leave. 27
Section 11.10. - Bereavement Leave. 27

Section 11.11. - Leave of Absence Without Pay. 28
Section 11.12. - Union Leave 29
Section 11.13. - Leave for Negotiations. 29
Section 11.14. - Family and Medical Leave. 29
ARTICLE 12 - INSURANCE 29
Section 12.1. - Health Insurance. 30
Section 12.2. - Life Insurance. 30
ARTICLE 13 - DEATH BENEFITS 31
ARTICLE 14 - TRADING OF SHIFTS 31
ARTICLE 15 - TUITION ASSISTANCE 32
ARTICLE 16 - GRIEVANCE PROCEDURE 32
Section 16.1. - Scope. 32
Section 16.2. - Election of Remedies. 33
Section 16.3. - Time Limitations. 33
Section 16.4. - Procedural Steps. 34
Section 16.5. - Other Conditions 35
ARTICLE 17 - L.E.O.B.R. DISCIPLINARY PROCEDURES 36
Section 17.1. - Administrative Discovery. 36
Section 17.2. - Composition of Hearing Boards. 36
Section 17.3. - Final Decision. 36
Section 17.4. - Criminal Charges. 36
Section 17.5. - Disciplinary Matrix 37
ARTICLE 18 - PERSONNEL FILES 37
Section 18.1. - Employee Access. 37
Section 18.2. - Removal of Information. 37
Section 18.3. - Employee Additions. 37
ARTICLE 19 - SUBSTANCE ABUSE TESTING 37
ARTICLE 20 - REFERRAL SERVICES 37
ARTICLE 21 - TAKE HOME VEHICLE 38
ARTICLE 22 - HOWARD COUNTY POLICE AND FIRE RETIREMENT SYSTEM 38
ARTICLE 23 - DEFERRED RETIREMENT OPTIONS PROGRAM (DROP) 39
ARTICLE 24 - LABOR MANAGEMENT COMMITTEE 39

Section 24.1. – Auto Vehicle Locator (AVL). 39
ARTICLE 25 - NO STRIKE OR LOCKOUT CLAUSE 40
Section 25.1. - No Strikes. 40
Section 25.2. - No Lockouts. 40
ARTICLE 26 - SAVINGS CLAUSE 40
ARTICLE 27 - PHYSICAL FITNESS STANDARDS/WELLNESS PROGRAM. 41
ARTICLE 28 - DURATION AND FINALITY OF AGREEMENT 42
EXHIBIT A - MEMORANDUM 92-02 44
EXHIBIT B-1 - PAY SCALE B-1 EFFECTIVE 07-01-2014 45
EXHIBIT B-2 - PAY SCALE B-2 EFFECTIVE 01-01-2015 46
EXHIBIT B-3 - PAY SCALE B-2 EFFECTIVE 01-01-2016 47
EXHIBIT C - FMLA PROVISIONS 48
EXHIBIT D - HEALTH INSURANCE 52
EXHIBIT E - APPEALS EXTRACT 53
EXHIBIT F - ADM-34 SUBSTANCE ABUSE POLICY 58
EXHIBIT G - POLICE RETIREMENT BENEFIT 65

PREAMBLE

This AGREEMENT, made this 1st day of July, 2014, between Howard County, Maryland, hereinafter referred to as the "County", and "HCPOA Lodge 21", hereinafter referred to, as the "Union" shall be effective as of July 1, 2014.

WHEREAS, the County and the Union, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are 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 I, Section 1.600 of the Howard County Code, with respect to wages, hours, and other terms and conditions of employment.

Section 1.2. - Unit Description.

(a) The unit shall consist of all classified positions held by uniformed probationary police officers and uniformed sworn police officers, excluding sergeants, lieutenants, confidential management and exempt employees. The unit will include only the following job class titles:

7762 Police Officer (Probationary)
7764 Police Officer
7766 Police Officer First Class
7767 Police Corporal

It is understood that plain-clothes detectives in the above classes are included in this unit.

(b) Re-titled Classifications. In the event that any of the above listed classifications are re-titled 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 first sentence of the unit description in Section 1.2(a) of this Article, the inclusion or exclusion of the new classifications shall be subject to the mutual agreement of the County and the Union. In the event the County and the Union are unable to agree on the inclusion or exclusion of a classification, either party may submit the issue to arbitration. The County and the Union shall attempt to select a mutually acceptable arbitrator within 10 working days; if no arbitrator is selected, the party seeking arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. In reaching a decision, the arbitrator shall be

guided by the standards used by the National Labor Relations Board in similar cases. The decision of the arbitrator shall be final and binding. The cost of the arbitration shall be borne equally by the County and the Union, except the costs incurred in presenting or defending the case to the arbitrator shall be borne by the side incurring the expense.

Section 1.3. - Probationary Employees.

(a) All newly hired employees covered by this agreement shall serve a probationary period as outlined in paragraphs (b), (c) and (d). The County may, during such probationary period, in its sole discretion, dismiss, layoff or transfer such employees and no grievance shall 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. Grievances may be filed by probationary employees on issues other than those listed above.

(b) Employees hired as Recruit Officers, and who attend the traditional Howard County Police Recruit Officer Training Academy or an approved alternative Academy, shall serve a probationary period of 18 months from the date they are first employed by the Police Department as a Probationary Police Officer.

(c) Employees hired as Lateral/Experienced Police Officers shall serve a probationary period of one-year from the date they are first employed by the Police Department.

(d) Employees hired from the Maryland Police Corps Program shall serve a probationary period of 12 months from the date when they enter County service.

(e) The Chief of Police may extend the probationary period for probationary employees past their normal probationary period for medical reasons when an employee is unable to perform his/her role as a police officer for thirty days or more during the initial probationary period.

(f) 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 their peers as though there has been no extension of the probationary period.

(g) The Chief of Police shall not extend the probationary period for performance reasons.

ARTICLE 2 - AUTHORIZED DUES AND SERVICE FEES DEDUCTIONS

(a) No employee is required to join or not join the Union. The County agrees to deduct from the earnings of each employee, who chooses to join the Union and who has properly authorized such deductions in writing by a proper authorization card duly executed, membership dues to be remitted to the Union as indicated below. The Union shall provide each employee, executing an authorization card a copy of such card clearly indicating that such authorization shall be irrevocable for the period of one year and shall be automatically renewable from year to year thereafter, unless written notice

of termination by the employee is given to the County at least 30 days prior to the anniversary date of the authorization.

(b) Any employee hired after July 1, 1988 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 or continued employment. The amount of the service fee shall not exceed the amount of the then current 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, including the representation of employees in the processing of grievances, in the defense of disciplinary actions, in the protection and improvement of merit system rights, 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.

(c) The periodic dues or service fees deducted during any pay period from the pay of the employees pursuant to this Article shall be remitted to the Union within seven calendar days following each payroll deduction. Payroll deductions for Union dues and service fees will begin on the first possible payroll following the receipt of the signed Authorization Cards by the County Office of Personnel but in no case, later than three weeks following that receipt. Separate accounts will be maintained by the County for Union dues and service fees.

(d) The designation of dues deductions or service fees pursuant to this Article shall be made on a form supplied to the employees by the Union, which has been approved by the County.

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

(f) The amount of the dues or service fees deducted will remain the same until the Union certifies in writing to the County, over the signature of an authorized officer of the Union, that such fees have been lawfully changed and what the new deduction will be each pay period. The County shall be notified at least one month in advance of the effective date of such a change.

(g) The County agrees to provide a separate slot in the payroll deductions for the Union's Political Action Committee (PAC) deductions. The deductions shall comply with the Union's constitution and the laws governing PAC's in the State of Maryland.

ARTICLE 3 - RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES

Section 3.1. - Selection of Representatives.

Union employee representatives shall be selected in any manner determined by the Union from among those actively employed by the County. The Union shall furnish the Chief of Police with a

roster of lodge officers and shop stewards; the Union will keep the Chief of Police informed in writing of any changes regarding these Union representatives.

Section 3.2. - Non-Discrimination.

The County and the Union shall not discriminate against any employee because of race, sex, creed, religion, color, age, national origin, physical or mental handicap, occupation, marital status, political opinion, sexual orientation, personal appearance, affiliation, association or non-association, or his membership or non-membership in the Union as it relates to the enforcement and administration of this Agreement.

Section 3.3. - Individual Representation.

Employees have the right to represent themselves individually, or designate their personal representatives, in their employment relations with the County. Notwithstanding any other provision in this Agreement, an individual employee may present a grievance at any time to the County without the intervention of the Union, provided that the Union is advised in advance 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 or his/her designee, representatives of the Union, or the Union's State and/or National Affiliation shall have reasonable access to the County premises for the purpose of conferring with a shop steward while investigating a grievance. Such permission shall not be unreasonably withheld by the County.

Section 3.5. - Union Representation.

(a) Presuming there will be no abuse, the County agrees to hear grievances filed by the Union on behalf of an employee, pursuant to a provision of this Agreement, during normal work hours. Only one Union representative employed by the County shall be permitted to attend these hearings at Steps 1 and 2, as set forth in Article 16 of this Agreement on a paid basis.

(b) Presuming there will be no abuse, two Union representatives employed by the County, to include the Union President, shall be permitted to attend grievance hearings at Step 3 and above on a paid basis if held during their regular work hours.

(c) Two Union representatives employed by the County shall be permitted to attend hearings before the Personnel Board on a paid basis if the hearings are held during their regular working hours.

(d) The County reserves the right, at its option and after five days' notice to the Union, to schedule grievances during non-working hours.

Section 3.6. - Consultation Rights.

Except in emergency situations, drafts of all new or revised General Orders will be provided to the Union President who will have the same time as senior management to respond. Any comments from the Union will be considered before a final order is issued. There will be no obligation on the Chief's part to reach an agreement with the Union prior to implementing the change and the Union agrees that the final decision, with respect to implementation, will be left to the Chief.

Section 3.7. - Use of Bulletin Boards.

(a) The County agrees to provide bulletin boards to the Union for the purpose of allowing the Union to inform its membership of Union business. The bulletin board locations shall be in the Debriefing and Criminal Investigations Bureau in the Northern District and in the Debriefing Room at the Southern District. In addition, the County agrees to provide bulletin boards in the Youth Services Section, the Education and Training Division, and the Vice & Narcotics Division.

(b) Material posted by the Union shall not violate criteria generally applicable to the posting of notices on County property. The Union agrees to provide copies of all notices being posted to the Chief of Police prior to the posting.

(c) The Union shall continue to have use of the 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.

(d) The Union shall have use of departmental email system for the purpose of allowing the Union to inform its membership of Union business and/or activities. The Union agrees to provide email postings to the Chief or his/her designee prior to posting.

Section 3.8. - Union Orientations/Briefings.

(a) With prior approval of the Education & Training Division Commander, the Union will be permitted a reasonable period of time to present a Union orientation to members of the Police Training Academy.

(b) With prior approval of the appropriate Deputy Chief or designee, the Union will be permitted to make presentations, of reasonable length, to departmental personnel.

(c) Notification: The County will provide the Union with the following information:

1. The names, classification and assignment of all bargaining unit employees one time per year between July 1st and September 1st.

2. The names, classification and assignment of any bargaining unit employee who is demoted, terminated, retired or newly hired. This information shall be transmitted to the Union President within 30 days of the personnel action.

3. During an employee's orientation, the County Office of Human Resources will distribute information to the employee related to Article 2 - Authorized Dues and Service Fees Deductions of this Agreement.

Section 3.9. - Union President.

(a) Effective October 1, 2009, the Chief of Police shall grant the Union President the full-time assigned position of President of HCPOA Lodge 21 for the purpose of performing official union business. The Union President shall remain on the payroll of the Police Department and shall receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals, seniority and fringe benefits. It shall be the responsibility of the Union President to attend all mandatory training and maintain all MPTC certifications required of a Howard County Police Officer.

(b) Upon mutual agreement between the Chief of Police and the Union President, the Union President may be assigned to a position within the Department to continue working in an official capacity as directed by the Chief. The Chief of Police reserves the right to assign the Union President to an active police position based upon exigent operational needs.

ARTICLE 4 - MANAGEMENT RIGHTS

(a) 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.

(b) 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:

1. To determine the purposes and objectives of each of the County's constituent offices and departments.

2. To set standards of services to be offered to the public.

3. To determine the methods, means, personnel, and other resources by which the County's operations are to be conducted.

4. To exercise control and discretion over its organization and operations.
5. To direct its employees.

6. To hire, promote, transfer, assign, or retain employees.

7. To establish work rules.

8. To demote, suspend, discharge or take any other appropriate disciplinary action against its employees for just cause and in accordance with the County Charter, the Maryland State Law Enforcement Officers Bill of Rights, and other applicable laws.

9. To relieve its employees from duty because of lack of work or other legitimate reasons.

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

11. To determine the qualifications of employees for appointment, promotion, step increases, etc., and to set standards of performance, appearance and conduct.

12. To judge skill, ability, and physical fitness, and to create, eliminate, or consolidate job classifications, departments or operations.

13. To control and regulate the use of all equipment and other property of the County.

14. To set and change work hours.

ARTICLE 5 - HOURS OF WORK

Barring an emergency affecting police services in the County, the duty schedule set forth in this section shall remain in effect for the duration of this Agreement.

Section 5.1. - Regular Work Period.

(a) The regular work period for day shift employees in the Patrol Division shall consist of a tour of duty of 84 hours in a 14-day period.

(b) The regular work period for night shift employees in the Patrol Division shall consist of a tour of duty of 72 hours in a 12-day period.

(c) The regular work period for employees in the Traffic Enforcement Section of the Special Operations Division shall continue to consist of a tour of duty of 142.5 hours in a 25-day period. The work period for the bargaining unit employee assigned as the Administrative Officer within the Traffic Enforcement Section will continue to consist of 160 hours in a 28-day period.

(d) The regular work period for all other employees shall continue to consist of a tour of duty of 160 hours in a 28-day period.

(e) "Tour of duty" means the time during which an employee is considered to be on duty for purposes of determining compensable hours.

Section 5.2. - Work Schedule.

(a) All employees assigned to patrol functions within the Patrol Division, including employees certified as K-9 officers who are assigned K-9 duties, shall continue to be assigned to work either a permanent day shift of 12 hours each on a 2/3, 2/2, 3/2 cycle of rotation with the three day block to always be on Friday, Saturday, and Sunday or a permanent night shift of 12 hours each on a 3/3 cycle of rotation.

(b) All other employees will work a schedule that is mutually agreed upon by the Chief of Police and the Union. These schedules will be posted for a 12-month period and may be changed at any time by mutual agreement of both parties. If mutual agreement on revision to a schedule cannot be reached, then the existing schedule remains in effect. Upon the request of the Union, the employer shall provide the Union with copies of all work schedules not outlined in this agreement.

(c) The workday shall include a paid meal period.

(d) Personal copies of the 12-month schedule shall be distributed in lieu of posted schedules.

(e) Change of schedules:

1. Work schedules may continue to be temporarily adjusted in order to meet the operational needs of the Department. Departmental Memorandum 92-02 of 3/17/92 constitutes department policy regarding temporary schedule changes (Exhibit A).

2. An employee will be given ten (10) days notice of any permanent change in his/her work schedule except that the 10 days notice may be waived when mutually agreed upon by the Chief of Police or designee and the affected member with notification being made to the Union.

Section 5.3. – Patrol Shift Start Times.

(a) Patrol shift times (0630/0830 and 1830/2030) will be based on seniority, as defined below. Shift start times will be effective June 30th of each year. All officers assigned to the platoon will submit their preference to their Watch Commander by June 1st. Watch Commanders will make notifications of shift start times by June 15th. During the year, requests for "Open" start times that may become available will be based on seniority, as defined below. When an officer is transferred into the platoon, and his/her preferred start time is not available, he/she will be assigned to the "Open" position. If two or more officers have equal seniority, choice will be decided by lottery.

(b) Seniority will be determined by date of hire, as a Howard County Probationary Police Officer, at the platoon level.

ARTICLE 6 - LAYOFFS AND REHIRES

Section 6.1. – Seniority.

The Department and Union jointly agree to submit to the Labor Management Committee the topic of seniority. The Committee will study the seniority issues. This provision does not prevent the Union from proposing seniority as a bargaining topic if the Committee is not able to resolve issues associated with seniority.

Section 6.2. – Layoffs and Rehires.

(a) The County will continue its present policy governing the layoff of classified employees in accordance with the Howard County Employee Manual with the following exceptions as substitute for corresponding Employee Manual provisions:

(1) Only for the purpose of establishing retention registers, the classifications of Police Officer, Police Officer First Class and Police Corporal shall be considered as one classification

(2) For purposes of receiving points for months of service, only service as a uniformed Probationary Police Officer, Police Officer, Police Officer First Class and Police Corporal in Howard County shall count.

(3) If it is necessary to choose for layoff among two or more employees having the same number of retention points, the selection shall be made by the Chief. When the employee is notified of his/her layoff, the Chief will provide the employee and the Union with a written statement of the reasons for the selection of that employee.

(4) Prior to layoff, a regular employee shall receive at least 30-calendar days notice or pay in lieu thereof.

(5) Probationary Police Officers who are laid off and who have completed the training academy and been certified shall have rehire rights and, for this purpose only, shall be deemed to have successfully completed their probationary period prior to layoff. Such employees shall be placed on a separate rehire list behind the rehire list which shall be maintained for employees who have completed the full eighteen month probationary period.

ARTICLE 7 - COMPENSATION

Section 7.1. – Wage Adjustments.

(a) The salary scales for fiscal years 2015 and 2016 are provided in Exhibit B1-3.

EXHIBIT B – PAY SCALE B-1 EFFECTIVE 07-01-2014

EXHIBIT B – PAY SCALE B-2 EFFECTIVE 01-01-2015
EXHIBIT B – PAY SCALE B-3 EFFECTIVE 01-01-2016

(b) All changes in pay rates, including adjustments to the salary scale, step increments, longevity, etc. shall be effective beginning the first day of the pay period during which the effective date of the change occurs.

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

(d) Pay rates shall be adjusted on the first day of the pay period during which the effective date of the rate change occurs.

(e) Effective with the first pay date subsequent to July 1st, employees will be paid in accordance with the wage scales attached as Exhibits B1-3.

(f) Paychecks: Employees will be paid for their regular hours in equal bi-weekly paychecks.

(g) Effective January 1, 2015, each member shall receive a 4% cost of living adjustment.

(h) Effective January 1, 2016, each member shall receive a 4% cost of living adjustment.

Section 7.2. - Salaries for Probationary Police Officers.

(a) Newly hired Police Probationary Officers (Academy Recruits) will begin at Step 1 (PO, Step 1), Exhibit B, Police Salary Schedule.

(b) At the completion of 12 months of satisfactory performance, these employees will move to PO, Step 2. Probationary Officers will remain on probation until their (18) months of satisfactory performance has been completed. A document (evaluation) will be completed by their supervisor documenting satisfactory performance and release from probation. Officers will not advance on the pay scale until they reach 24 months of service, PO, Step 3.

Officers will continue to move through the pay scale incrementally based on the completion of 12 months of service (12, 24, 36 months, etc) in accordance with Section 7.4 "Annual Step Increments".

(c) Anniversary dates will be based on the employees date of hire unless abridged by loss of creditable service in accordance with Section 7.4. "Annual Step Increments".

Section 7.3. - Longevity Increments.

(a) Employees who complete years 14, 15, 16, 17, 18, 19 and 20 of Howard County service, respectively, shall be entitled to receive a 3.25% longevity adjustment to their

existing base salary. 3.25% shall be awarded at the conclusion of each year based upon the attached pay scales.

(b) The longevity increment will be added to the base annual pay and shall be paid in equal installments throughout the year as part of the employee's regular pay, beginning the first pay period after the employee's completion of the requisite years of service.

Section 7.4. - Annual Step Increments.

(a) Employees will move through the pay scale based on the completion of creditable months of service.

(b) Creditable service means time spent as a sworn Police Officer and in the position as Police Officer (Probationary) in the Howard County Police Department. At the discretion of the Chief of Police, laterally appointed officers may receive up to three years comparable service as a sworn Police Officer in another Police Department. "Creditable Service" does not include time spent during unpaid breaks in service, time worked for which performance was rated less than satisfactory, paid leave that was not credited as service time for annual step increase purposes, or service in another police department other than Howard County.

(c) For payroll slotting purposes only, any lateral officers hired between October 31, 2000 and June 30, 2007 with less than 18 months of approved service will be credited with 18 months of service.

(d) For payroll slotting purposes only, any lateral officers hired after June 30, 2007 will be slotted into the pay scale, attached as Exhibit B. They will be slotted at step 1 of the "LAT" scale.

(e) Before moving from one increment to the next, all employees must meet the standards of satisfactory performance established by the Chief of Police.

(f) To receive a merit increase, all employees must meet the standards for satisfactory performance established by the Chief of Police.

Section 7.5. - Police Officer 1st Class Rank.

(a) During the month of December of each year, the department will conduct testing for the rank of Police Officer 1st Class for those employees who will reach their third year of service as a police officer with the Howard County Police Department during the following calendar year. Upon reaching their third year of service and successfully passing the required test, the employees shall be placed at the minimum Police Officer 1st Class salary step or that step which mostly corresponds to a seven percent (7 %) increase over their current base hourly rate.

(b) If a police officer takes but fails to pass the test for Police Officer First Class, but otherwise meets or exceeds all applicable performance standards, the police officer will be placed at step PO4 (a 3.5% wage increase) of the salary schedule when he/she

reaches his/her thirty-six (36) month anniversary. If the same police officer then retakes and passes the test for Police Officer First Class he/she will be placed on that step of the Police Officer First Class pay scale which corresponds to his/her completed months of service.

Section 7.6. - Police Corporal.

(a) Those employees who have achieved the rank of Police Officer 1st Class with the Howard County Police Department, and who have held this rank for one year as of the date of testing, and whose last evaluation period indicated satisfactory performance, shall be eligible to take the examination for the rank of Police Corporal.

(b) Employees taking the examination shall be placed on a qualifying register, which will be based on a testing process, which includes a written examination, panel interview, and writing/analytical assessment. The eligibility list created from the register shall be in rank order (highest to lowest scoring) and shall consist of eight employees. One additional candidate shall be added to the eligibility list for each additional vacancy.

(c) Employees who are competitively promoted to the rank of Police Corporal shall be placed at the minimum Police Corporal salary step or that pay step which mostly corresponds to a seven percent (7%) increase over their current base hourly pay.

Section 7.7. - Police Sergeant.

(a) Those employees who have achieved the rank of Police Corporal with the Howard County Police Department, and who have held this rank for one year as of the date of testing, and whose last evaluation period indicated satisfactory performance, shall be eligible to take the examination for the rank of Police Sergeant.

(b) Employees taking the examination shall be placed on a qualifying register, which will be based on a testing process. The eligibility list created from the register shall be in rank order (highest to lowest scoring) and shall consist of eight employees. One additional candidate shall be added to the eligibility list for each additional vacancy.

(c) Employees who are competitively promoted to the rank of Police Sergeant shall be placed at the minimum Police Sergeant salary step or that pay step which mostly corresponds to a seven percent (7%) increase over their current base hourly pay.

Section 7.8. - Pay Rate Adjustments.

Pay rates shall be adjusted beginning with the first day of the pay period in which the date of change occurs.

Section 7.9. – Compensation.

Employees assigned to work in Patrol on the 12-hour patrol schedule shall be compensated on a time and one-half (1 ½) basis for hours in excess of 40 hours per week up to 42 hours per week on average via overtime pay. Total hours will not exceed 156 hours.

Section 7.10. – Tech Corporal.

A new Technical Corporal rank may be established at the discretion of the Chief of Police. The Technical Corporal pay rate will be based on the Corporal pay scale rate and will be only for the duration of the approved assignment. Once the assignment is changed or terminated, the officer will be placed on the PFC scale. If a Technical Corporal is promoted to Corporal, he/she will remain in the salary scale as a Corporal for as long as he/she remains a Corporal.

ARTICLE 8 - PREMIUM PAY

Section 8.1. – Overtime/Compensatory Time.

(a) Day shift employees in the Patrol Division of the Operations Command shall be paid overtime at time and one-half their regular hourly rate of pay for all hours worked in excess of 84 hours during each 14 day period.

(b) Night shift employees in the Patrol Division of the Operations Command shall be paid overtime at time and one-half their regular hourly rate of pay for all hours worked in excess of 72 hours during each 12 day period.

(c) Employees in the Traffic Enforcement Section shall be paid overtime at time and one-half their regular hourly rate of pay for all hours worked in excess of 142.5 hours during each 25-day period.

(d) All other employees shall be paid overtime at time and one-half their regular hourly rate of pay for all hours worked in excess of 160 during each 28-day period.

(e) For purposes of computing overtime, paid leave is included in time worked.

(f) Compensatory time:

1. 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.

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

3. An employee of this unit may accrue at any given time up to a total of 360 hours of unused compensatory time and carry over this amount from one year to another.

4. Scheduling of the use of compensatory time shall be undertaken pursuant to the policies and procedures of the Police Department. The use of compensatory time may be taken in increments of one hour or more.

5. Upon termination of employment for any reason, any unused accrued compensatory time will be paid out at the employee's regular hourly rate of pay.

Section 8.2. - Shift Differential.

(a) Employees who work a shift beginning between 1300 hours and 1759 hours will receive a shift differential of **3% per hour.**

(b) Employees who work a shift beginning between 1800 hours and 0200 hours will receive a shift differential of **6% per hour.**

(c) Employees who are assigned to the Permanent Night Shift in the Patrol Division will receive a **6%** shift differential when assigned to Court, MVA, hearings and training. (Note when attending training extending beyond five (5) days (i.e., K-9, Polygraph, etc.) the 6% differential will not apply.

Note: The intent of subparagraph (c) is that Night Shift Patrol Officers will not be compensated the % shift differential for working voluntary day shift assignments.

Section 8.3. - Call-in-Pay.

(a) Employees called into work outside their regular shift shall receive a minimum of four hours pay at time and one-half. Pay shall start when they call in service and begin their response to the location/call.

(b) Off-Duty employees who are contacted by a supervisor or are requested by a supervisor to contact another designee; and do not directly respond to the scene; and that contact is then made or attempted; and the employee spends a minimum of 30 minutes attempting to resolve the issue; the employee shall receive a minimum of one hour of pay at time and one-half. If the employee exceeds more than the minimum time allotted they shall receive compensation at time and one half equal to the time spent resolving the issue.

1. Routine informational calls, such as: informing an officer that a suspect has been arrested; inquiring on the whereabouts of a case file; searching for a police report; or a clarification question requiring less than 30 minutes to resolve are excluded.

2. In order to qualify for this pay, the employees must receive approval from a supervisor prior to handling the issue over the phone.

(c) Members may pyramid "call-ins" as defined in Section 8.3(a). If a member completes a "call-in" assignment prior to the minimum four hour pay period, they are eligible for a second period of "call-in" compensation if directed to report to the second "call-in" during the initial compensated period of time. No more than two call-in compensations may be paid within a four hour periods of off-duty time.

NOTE: Completion of a "call-in" assignment means the member has cleared the assignment and is returning to or has returned to their normal off-duty activities. If the employee is still at work on the initial "call-in," and is requested to respond to a second assignment, overtime will continue to be paid as hours worked until the conclusion of the assignment or the start of the member's shift, with a minimum of four hours.

Section 8.4. - Court Time.

(a) When an officer is required to attend work related court, a work related MVA hearing, or summoned to a location to give a work related deposition on his/her non-scheduled working hours, compensation will be at a minimum of three hours at the overtime rate.

(b) When an officer is required to report to work related court, a work related MVA hearing, or summoned to a location to give a work related deposition on a regularly scheduled workday and who are required to start their shift less than three hours after the start of the court/hearing/deposition, will be compensated at the overtime rate starting at the required court/hearing/deposition time until the beginning of their scheduled shift.

(c) When an officer is required to meet with the State's Attorney's Office or the U.S. Attorney's Office outside of their work hours, and such meeting has been pre-approved by the Chief of Police or his/her designee, the officer shall be compensated for a minimum of three hours at the overtime rate. In the event that this court preparation minimum time overlaps with a scheduled court time, only one minimum will apply.

Section 8.5. - Field Training Officer Compensation.

(a) Employees who are assigned a recruit/lateral for six hours or more will receive $50.00 per diem. Employees working less than six hours per day will receive no compensation, unless management initiated.

(b) With supervisory approval, employees assigned FTO duties who do not have a PVSP/SAV shall be entitled to take their assigned line vehicle to and from work on their scheduled work days when they have a recruit/lateral employee assigned to them.

Section 8.6. - Temporary Duty Pay.

(a) Corporals who are officially designated to perform the full responsibilities of a job classification title in a higher pay grade than their regular job classification title for a minimum of seven consecutive days shall be paid for all hours worked in such higher pay grade. Temporary duty pay will be paid at either seven percent (7%) above the regular rate of pay or the minimum rate for the higher pay grade. The higher rate will be seven percent (7%).

(b) Corporals who are performing in a higher job classification for seven consecutively scheduled working days without breaks (no breaks in consecutive working days, for example, annual, disability, or personal leave, training days, etc.) will be paid at the higher rate beginning the first day worked in that assignment.

(c) 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 is listed on a current qualifying register for the classification or, if no qualifying register exists, meets the minimum qualifications for the classification unless, in the sole discretion of the Chief of Police, 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 8.7. - Canine Pay.

The premium pay described in this section will apply to employees certified as K-9 Officers who are assigned K-9 duties.

(a) Except as provided below, a 45 minute portion of each workday and 45 minutes on each non-workday will be paid time for the purpose of transporting, feeding, grooming, exercising and otherwise caring for the dog;

(b) On a paid leave day, there will be 45 minutes of paid time for the care of the dog. If the dog is kenneled, the employee will not receive the 45 minutes of paid time.

(c) On an unpaid leave day, there will be 45 minutes of paid time for the care of the dog, unless the dog is kenneled.

Section 8.8. - Holiday Pay.

(a) Employees who are required to work the night shift beginning on Christmas Eve or the day or night shift on Christmas Day will be paid at a rate of one and one-half times their regular hourly rate of pay.

(b) Employees who are required to work the day or night shift on Thanksgiving Day will be paid at a rate of one and one-half times their regular hourly rate of pay.

(c) Employees who are utilizing annual, compensatory or personal leave on either Christmas Day or Thanksgiving Day and who are called in to work will be paid in accordance with section 8.1 or 8.3 and will be re-credited with the number of hours actually worked, not to exceed the amount of leave taken.

(d) Employees who are scheduled to work on the fourth of July will be paid at a rate of one and one-half times their regular hourly rate of pay.

(e) Employees who are specifically scheduled to work the fourth of July Celebration, who are not regularly scheduled to work that day will be paid at a rate of one and one-half times their hourly rate of pay.

Section 8.9. - Clothing and Uniform Allowance.

(a) The County will provide a clothing allowance in the amount of three hundred and fifty dollars ($350) quarterly for full-time plainclothes employees who are normally required to wear business attire, three hundred dollars ($300) quarterly for other full-time plainclothes employees and one hundred and fifty dollars ($150) quarterly for part-time plainclothes employees.

(b) The County will continue to provide uniforms to designated personnel in accordance with department regulations.

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

(d) Employees assigned to a light duty assignment by virtue of a medical condition, illness or injury will be eligible to receive a cleaning allowance for civilian clothes worn during the period of light duty.

(e) Any employee who normally receives a clothing allowance and who is placed in a light duty status due to a medical condition, illness or injury, shall continue to receive their normal clothing allowance.

(f) At the employee's option a utility uniform, if available, will be issued by the department for the use and wear by the employee while the employee is working a light duty assignment.

Section 8.10. - No Duplication or Pyramiding of Premium Pay.

There shall be no duplication or pyramiding in the computation of overtime or other premium wages, except as noted in Section 8.3(c), and nothing in this agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this article shall be applicable to any time worked by an employee, the employee shall be paid for such time at the highest rate specified in any one applicable section, but the employee shall not be entitled to additional pay for such time under any other section.

Section 8.11. - Specialty Pay.

(a) Employees who are assigned to the following positions will be entitled to specialty pay at the following rates:

1. $1,100 annually to employees assigned to the Criminal Investigations Bureau, Traffic Enforcement Section, Computer Operations Section, full time Tactical Flight Officers, and the Tactical Section.

2. 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 an additional $1,000 annually if they have tested at a superior level of fluency in Spanish, Korean or Chinese languages and have successfully completed State requirements to become court certified. The Department will determine the number of court certified officers and the selection process for court certification eligibility.

3. Employees will be paid $1,100 annually when they have tested fluent in any language not listed above 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.

4. $1,100 annually to employees who are FAA certified as a Private Pilot for Rotary Aircraft, and who are assigned to the Aviation Program as a Pilot-in-Command or Pilot-in-Training.

5. $1,100 annually to employees assigned to the position of K-9 Trainer.

6. $825 annually to employees assigned as Hostage Negotiators and employees assigned to Education & Training.

7. $1100 annually to employees assigned to the Aviation Program as Observers, District Detectives, Project Lifesaver and Drug Recognition Experts (DRE's).

8. $330 annually to employees assigned to the Public Information Office.

9. $220 annually to employees assigned to the Department's Honor Guard, Command Post Operators, Emergency Services Unit (ESU) and Intoximeter Operators.

(b) Specialty pay can be pyramided. Employees who qualify for more than one specialty pay will receive all specialty pay available to the employee.

(c) The Chief may, at his discretion, create additional Specialty Pay categories at any rate. The Chief may increase any existing specialty pay category amount at his discretion.

Section 8.12. - Detail Pay.

Officers who are assigned to a detail of at least fifteen (15) minutes but less than three hours during off-duty hours will receive a minimum of three hours of pay or compensatory time at the overtime rate when the assignment is approved in advance. This section does not apply to any assignment contiguous to the officer's regular schedule. Schedule changes may be made in accordance with Exhibit A of this contract.

Section 8.13. - Meal Allowance.

An employee shall receive a meal allowance for actual costs not to exceed $12.00 (inclusive of taxes and tips) when the employee is required to work four or more hours beyond their regular shift and the County Executive or 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 meals are otherwise provided by the County, this provision will not apply.

Section 8.14. - 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.

ARTICLE 9 - WORK ASSIGNMENTS

Section 9.1. – Selection Of Personnel For Work Assignments.

(a) The County agrees to provide the Union with its criteria for the selection of personnel for work assignments.

(b) The County agrees to post notices of permanent transfer opportunities for a period of ten calendar days except in cases of an emergency. Notices will be posted in writing on the designated bulletin board in each Police facility. Notices will identify the specific position vacancy by the smallest organizational unit as defined in Admin-17, "Organizational Direction and Structure" in effect on the date of the posting.

(c) The Police Personnel Division will compile a list of eligible applicants after expiration of the posting period. The list will be date-stamped on the day it is delivered to the appropriate Bureau Commander. In addition to selecting personnel for the advertised vacancy(ies), the list may be used for a period of sixty calendar days from the date of delivery to select personnel to fill additional vacancies occurring within the same organizational unit.

(d) The Chief of Police may make appointments for positions of Administrative Officer inside the Office of the Chief. These positions do not require a formal posting process.

ARTICLE 10 - SECONDARY EMPLOYMENT

An employee may work in approved secondary employment, to include private security in and out of Howard County; consistent with guidelines included in General Order ADM-7, with an effective date of February 14, 2003. The Department will discuss with the Union, prior to discussing with secondary employers, the establishment or amendment of pay rates for secondary employment in uniform. Probationary employees may not work private security until they have successfully completed the Field Training Program.

ARTICLE 11 - LEAVE BENEFITS

Employees shall be entitled to the following types of leave, as provided in and under the conditions set forth in the Howard County Code:

Section 11.1. - Holidays.

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

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

(b) Members shall be credited eight hours of annual leave (unless otherwise specified), for each legal holiday set forth in this section. In order to obtain this eight hours of 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. When on leave for legal holidays set forth in this section, members may elect to take annual leave, compensatory leave, or personal leave.

(c) If Thanksgiving Day, Christmas Day, or the Fourth of July holiday falls on a normally scheduled work day, all employees except those permanently assigned to Patrol/K-9 must take a day of annual leave, compensatory leave, or personal leave for each of those days.

(d) Members who are permanently assigned to Patrol/K-9, and who are scheduled and required to work dayshift or nightshift on Thanksgiving and/or Christmas day, will be credited a minimum of eight hours of annual leave for each holiday plus any additional hours worked during the particular shift.

(e) Members who are permanently assigned to Patrol/K-9, and who are scheduled and required to work nightshift on Christmas Eve will be credited the number of hours of annual leave they were required to work.

(f) Fourth of July Holiday

1. Members assigned to Patrol/K-9, and normally scheduled and assigned to work on the Fourth of July holiday, will be credited the numbers of ours of annual leave equal to the number of hours they were required to work.

2. Members assigned to Patrol/K-9, and on regular leave on the Fourth of July holiday who are required to work overtime on the Fourth of July holiday, will be credited a minimum of eight hours of annual leave plus any work hours extended beyond an eight hours shift.

3. Members assigned to other than Patrol/K-9, (i.e. CIB, Youth Division, Traffic Management Division) who are required to work overtime on the Fourth of July holiday, will be credited a minimum of eight hours of annual leave plus any work hours extended beyond an eight hour shift.

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

Section 11.2. - Annual Leave.

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

CONTINUOUS SERVICE	VACATION ACCRUAL
Appointment through 5th year	13 days per year
6th year through 10th year	16 days per year
11th year through 18th year	20 days per year
19th year through 25th year	22 days per year
26th year and above	24 days per year

(b) Beginning July 1, 2008, employees may carry over no more than 524 hours of annual leave from one Fiscal Year to the next except that when an employee is required to forego the use of annual leave because of emergency work, the Chief Administrative Officer may, upon the recommendation of the Chief of Police, permit an employee to carry over a maximum of 120 additional hours of annual leave.

(c) On December 31, 2001, employees leave banks will be converted from days to hours. Leave earned on or prior to December 31, 2001 shall be credited on the basis of one-day equals 12 hours. Leave earned after December 31, 2001 shall be computed on the basis of one-day equals 8 hours. After December 31, 2001, all leave usage will be charged in hours and based on hours used.

(d) All other employees must use a minimum of 40 hours of annual leave during each Fiscal Year.

(e) All use of annual leave requires prior supervisory approval. Written requests for scheduling leave should be submitted in accordance with departmental procedures as far in advance as possible. Approval will be based on staffing needs and seniority, where practical.

(f) Upon termination of employment for any reason, employees with six or more months of continuous service shall be paid any accumulated annual leave credits minus one day's pay for each day the employee fails to have given the County 10 days' minimum notice. Additionally, annual leave accruals will be converted to hours at the rate of one-day equals eight hours. Effective July 1, 2001, all leave accounting will be based on hours for both accrual and usage. A leave day shall be defined as those hours equal to one-fifth of the normal basic workweek, (40) forty hours. The current employee leave balances based on days shall be converted to hours using a factor of eight equals one day.

Section 11.3. - Personal Leave.

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

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

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

(d) Employees 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 and may not be carried over from year to year.

(f) Leave earned after December 31, 2001 shall be on the basis of one day equals eight hours. After December 31, 2001, all leave usage will be charged in hours and based on hours used.

Section 11.4 - Disability Leave.

(a) Accrual - Disability leave is accrued at the equivalent of one day per month.

(b) Authorization - When an employee requests disability leave, he/she shall be required to notify his/her immediate supervisor or, if not available, the duty officer, of the illness or incapacity before the start of the employee's shift on the first day of illness or incapacity and the probable date of return to work.

(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 (1/2) 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 C - Family and Medical Leave Eligibility/Entitlement.)

(f) When an employee uses disability leave in excess of three or more consecutive days, upon return to work, he/she must submit a certificate to their supervisor from the treating physician or licensed practitioner, which describes the dates of treatment, and a release to return to work outlining any applicable work restrictions. Failure to provide the documentation required by the County may result in a denial of paid leave. If 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 the abuse of disability leave, will be considered sufficient cause for disciplinary action.

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

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

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

(j) An employee who is disabled 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.

1. If at the end of an initial six-month leave of absence the employee is still unable to return to duty, the Chief 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.

2. 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 12 days of disability leave during the contract year and who have used no more than two days of disability leave (not including any contributions to the disability leave bank) may convert three of their accrued disability days to two days of pay.

(l) Upon termination of employment for any reason, all disability leave accruals will be converted to hours at the rate of one day equals eight hours. Effective July 1, 2001, all leave accounting will be based on hours for both accrual and usage. A leave day shall be defined as those hours equal to one-fifth of the normal basic workweek of (40) forty hours. The current employee leave balances based on days shall be converted to hours using a factor of eight hours equals one day.

On 12/31/01, employees leave banks will be converted from days to hours. Leave earned on or before December 31, 2001 shall be credited on the basis of one day equals 12 hours. Leave earned after December 31, 2001 shall be credited on the basis of one-day equals eight hours. After December 31, 2001, all leave usage will be charged in hours and based on hours used.

Upon retirement, disability leave reported to the Howard County Police and Fire Retirement System is calculated by counting the total number of disability days earned based on months of actual Howard County service minus the actual number of days of disability leave used or disability leave converted to pay under the provisions of 11.4(l) above.

(m) The Union has proposed raising Disability Leave accrual rates from 8 hours per month to 10 hours per month. The County agrees to submit the proposal to the retirement committee for further review as to the impact this proposal would have on the retirement system. If the retirement committee deems the impact manageable, the recommendation will be forwarded to the County Executive for approval or disapproval.

Section 11.5. - Disability Leave Incentive Program.

Incentive Program – The Department has established a Disability Leave Incentive Plan (Plan) effective July 1, 2003. Employees who did not utilize any disability leave for a six-month period shall be awarded one day of compensatory time, based on the officer's work schedule, with no award to exceed 12 hours in a six-month period or 24 hours in a one-year period.

Section 11.6. - Disability Leave Donation.

The Union has established a Disability Leave Program which supplements the County Leave Bank. This program will be administered by the Police Human Resources Bureau.

Disability Leave Contributions:

(a) Upon a bargaining unit member's separation from County service, the County agrees to transfer all of the members' unused disability leave to a special Police Disability Leave Account. This account will be managed by the Police Human Resources Bureau.

(b) Eight hours of disability leave may be donated to a bargaining unit member by another member. The donation and use of donated disability leave must be approved in advance by the Chief of Police.

Application:

(a) Officers who are members of the County Disability Leave Bank, should consult with the Office of Human Resources to review benefit options prior to making application for Union Disability Leave program.

(b) Bargaining unit members, who wish to utilize this form of disability leave, shall make a written request outlining the reason and need to the Chief of Police. Before the Chief of Police can consider this leave request, the requesting member must exhaust all of their disability, compensatory and personal leave. The requesting employee may carry up to two times his/her annual leave accrual.

(c) Once approved by the Chief of Police, leave from the Police Disability Leave account will be utilized first. If additional disability leave is required beyond the balance in the special disability leave account, a request for individual donations may be made.

(d) A maximum of 800 hours of leave may be granted to an employee per Fiscal Year.

Section 11.7. – Workers' 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 or modified duty job; and their inability to work is supported by sufficient medical evidence. Under certain circumstances described in this document, employees may be eligible for Workers' Compensation leave for medical appointments.

(b) **Lost Time** - Authorization for all lost time shall be determined by the Risk Management Administrator or Worker's Compensation Coordinator, based on medical substantiation and State Law. An employee who suffers a compensable worked related injury or illness will receive full pay during the period of disability 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 Maryland Workers' Compensation Law.

1. In the event that the evaluations of the County approved medical provider and the employee's physician are conflicting with respect to the ability to work with or without restrictions, an independent evaluation may be requested by the employee. The physician conducting the independent evaluation will be selected based on a mutual agreement of the parties. The cost of the independent medical 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 12 months from the date of injury, subject to all other provisions of Maryland Workers' 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.

2. If at any time during the course of the claim the County refers the employee for an independent medical exam in accordance with Maryland Workers' Compensation Law, the provision allowing for a third opinion will not apply.

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

4. Department payroll will be reimbursed from the Risk Management Fund for lost time in amounts equal to benefits payable under Maryland Workers' Compensation Law, in the amount of 2/3 average weekly wage, for employees who are medically authorized to be out of work for *compensable* injuries and for the three days of initial disability only if the employee loses more than 14 days of authorized lost time.

5. Department payroll will not be reimbursed for any unauthorized lost-time wages that are paid.

(b) **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.

(c) **Use of Accrued Leave** - If the employee's Workers' Compensation payments are not paid 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.

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

1. It is the department's responsibility to provide suitable modified duty for the entire period of time during which an employee is temporarily unable to perform the functions of his/her job.

2. If the department fails to provide modified duty during the time it is medically necessary, the department shall bear the full cost of Workers' Compensation leave and will not be reimbursed by Risk Management.

3. If a department has exhausted its modified duty options, the Risk Management Workers' Compensation Coordinator may assist in finding alternative modified positions outside of the employee's department.

(e) **Medical Appointments** - Under Maryland Law, the employer is required to provide reimbursement to an employee for lost wages due to time spent being examined by a physician or other examiner at the request of the employer or its insurer. The employer is not required to reimburse the employee for wages lost during time spent visiting a private physician or medical practitioner at their own behest. Workers' Compensation leave shall be authorized for medical appointments if:

1. The appointment is at the request of the risk management staff or its authorized claims adjuster.

2. The appointment is with the designated medical provider selected by the County.

Section 11.8. - 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 11.9. - 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 11.10. - Bereavement Leave.

(a) The Chief shall grant an employee bereavement leave for a maximum of three consecutive work days following the death of a member of the immediate family as

defined in the Howard County Employee Manual. Up to two additional Bereavement Leave days may be granted for an out-of-state death; at the discretion of the Chief.

(b) Additionally, upon the death of a brother-in-law, or sister-in-law, one day of bereavement leave may be granted. Bereavement leave shall not be deducted from any other leave earned by the employee.

(c) 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.

(d) 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 11.11. - 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 11.12. - Union Leave.

(a) The County shall annually grant HCPOA Lodge 21 two-hundred (200) 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 ninety-six (96) hours.

(b) The County will credit to the Union's leave bank all personal leave days or hours not used by members by the end of a calendar year.

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

(d) The County will accept a form (provided by the Union) signed by unit members authorizing the automatic deduction of annual leave for credit into the Union leave bank. Such authorization shall remain in effect until revoked by the employee.

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

Section 11.13. - Leave for Negotiations.

Five members of HCPOA Lodge 21, 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 11.14. - Family and Medical Leave.

All employees shall be entitled to the Family Leave Benefits set forth in the Howard County Employee Manual. An extract of the Howard County Employee Manual is provided in Exhibit C for information and convenience only.

ARTICLE 12 - INSURANCE

Section 12.1. - Health Insurance.

(a) **FY 2015 & FY 2016:**

1. Employees covered by this Agreement will obtain health insurance coverage through the County's Flexible Benefit Program. (See Exhibit D for Benefit Information.)

2. Effective January 1, 2015, if also applicable effective January 1, 2015 to all other bargaining units in Howard County Government except employees of the Howard County Public School System, full-time employees who waive enrollment in the County health insurance plan and furnish proof of other coverage will receive a $150/month opt out credit for employees hired prior to 7/1/93, and a $75/month opt out credit for employees hired on or after 7/1/93. County employees who waive health insurance enrollment under their own coverage but are enrolled under another County's employee's health insurance coverage will not be eligible to receive the health insurance opt out credit. If this provision is not also applicable to all other bargaining units in Howard County Government effective January 1, 2015, then it shall become effective for HCPOA Lodge 21 in FY2016.

3. Any cost increase for any health care premiums for HCPOA Lodge 21 members for FY2015 and FY2016 will not exceed the increase in health care premiums for any other bargaining unit in Howard County Government or Howard County Public Employees for FY2015 through FY2016. This provision does not apply to employees of the Howard County Public School System.

(b) The County and Union agree to continue to study the feasibility of providing a special Retiree Health Insurance Benefit through the use of funding associated with a current benefit provision in the Police/Fire Retirement Plan.

(c) The County agrees to include HCPOA Lodge 21 on any committee formed to study Health Care Insurance Costs and services.

Section 12.2. - Life Insurance.

(a) The County shall provide, at no cost to the employee, Basic Group Life Insurance coverage in an amount equal to two times annual salary but no less than thirty thousand dollars ($30,000) in coverage.

(b) Any employee who retires from active employment shall have the option to continue to receive Basic Group Life Insurance Coverage for a total of five years from the effective date of retirement at the employee's expense. Such expense shall be fixed at one hundred and ten per cent (110%) of the supplemental life insurance rates for active employees' coverage. The principal amount of such insurance coverage upon the date of retirement (two times annual salary) shall be decreased to an amount no greater than 85% of two times the annual salary and shall continue to decrease as follows:

1. On the first anniversary date of the employee's retirement, the amount of insurance shall be decreased to no greater than 70% of the original principal.

2. On the second anniversary date of the employee's retirement, the amount of insurance shall be decreased to no greater than 55% of the original principal.

3. On the third anniversary date of the employee's retirement, the amount of insurance shall be decreased to no greater than 40% of the original principal.

4. On the fourth anniversary date of the employee's retirement, the amount of insurance shall be decreased to 25% of the original principal.

5. Coverage shall end on the fifth anniversary of the employee's retirement.

(c) This Retiree Life Insurance coverage is conditional on the continued existence of a County Group Life Insurance Plan, which provides for such retiree life insurance coverage on the terms set forth in this section.

(d) The County and Union agree to continue to study the feasibility of providing a special life insurance benefit through the use of funding associated with a current benefit provision in the Police/Fire Retirement Plan.

ARTICLE 13 - 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) In the event of the death of an employee in the line of duty, as defined by the County's insurance coverage, the County will pay to the employee's appropriate beneficiary a lump sum payment of fifty thousand dollars ($50,000) in addition to all other benefits presently payable to such beneficiary.

(c) The County shall provide a line-of-duty death benefit in the amount of ten thousand dollars ($10,000) to a Police Officer's beneficiary if the officer dies in the line-of-duty. Line-of-duty shall be defined by the Chief of Police.

ARTICLE 14 - TRADING OF SHIFTS

(a) Employees shall be authorized to trade shifts in accordance with the following procedures:

1. Trading of shifts is defined as the trading of whole shifts or a portion of any shift.

2. Within the Operations Command, a Patrol Officer may trade shifts with any other Patrol Officer. All other employees in the Operations Command may only trade with an employee in their own Section.

3. Employees in the Criminal Investigations Bureau may only trade shifts with employees in their own Division.

4. All other employees may only trade shifts with employees in their assigned sections.

(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 Watch Commander during the shift, said leave will be deducted from the replacing employee's appropriate leave accruals.

ARTICLE 15 - TUITION ASSISTANCE

The County will continue its present policy with respect to providing tuition reimbursement to employees in accordance with the Howard County Employee Manual.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1. - Scope.

(a) This Article sets forth a grievance procedure which shall apply and be limited only to questions concerning the interpretation or application of a specific provision of this Agreement, except

1. as otherwise provided in subsection (b) below, and

2. that the grievance procedures set forth herein shall be unavailable for disciplinary matters (which are governed by the Maryland State Law Enforcement Officers Bill of Rights).

(b) Beginning with July 1, 2009, the grievance procedures set forth in this Article may be used for grievances regarding a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment. For purposes of this agreement, "rules and regulations" means:

1. the actions of the Personnel Officer pertaining to eligibility lists for appointment or promotion;

2. actions of the appointing authority which result in denial of the minimum merit increase allowed by law;

3. personnel actions which allegedly violate federal, state, or county human rights law;

4. employee performance evaluations; and

5. terms and conditions of employment, excluding management rights.

The employee will bear the burden of proving by a preponderance of the evidence that the action being grieved was clearly erroneous, arbitrary and capricious, or contrary to law.

Section 16.2. - Election of Remedies.

As an alternative to the grievance procedures set forth in this Article for non-disciplinary matters, an employee may use the grievance procedure provided in Section VII - Appeals of the Howard County Employee Manual. (Exhibit E) extract from the Employee Manual provided for information and convenience only.

Section 16.3. - Time Limitations.

(a) Notice of the intent to file a grievance under this Article must be given in writing to his/her Deputy Chief within 14 calendar days after it arises. The actual grievance must be filed within 30 days after it arises and be processed in accordance with the following steps, time limits, and conditions. The parties recognize that the prompt settlement of grievances is important to a sound and harmonious relationship between the Union, the County, and the employees.

(b) All grievances, except Class Action Grievances, shall be presented at the first step of this grievance procedure by the aggrieved employees or the Union within the time limitations contained herein or they shall be considered waived. If the County fails to give its answer to a grievance within the time limits set forth in any step, the Union and/or employee may appeal the grievance to the next step at the expiration of such time limit.

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

(d) The parties may, by mutual agreement, waive certain steps and/or extend stated time frames. Such mutual agreement shall be reduced to writing and signed by the parties prior to the expiration of said time frames. In no event may waiver or extension of any time limit hereunder for presentation or appeal be implied by any action or inaction of the County or the Union.

(e) In the event a decision made by the Chief of Police is grieved by a covered employee, the first two steps of the grievance process will be bypassed and the grievance proceedings will start at Step 3.

(f) Should a grievance affect two or more employees, the Union or the employees affected may elect to file a Class Action Grievance. A Class Action Grievance is intended to consolidate the same type grievances in order to facilitate the resolution of a grievance. A Class Action Grievance shall be presented at step 2 of the grievance procedure.

Section 16.4. - Procedural Steps.

Step 1

The aggrieved employee or the Union will submit his/her grievance on the approved grievance form to his/her Deputy Chief. The Deputy Chief or his/her designee shall schedule a meeting to discuss the grievance within seven calendar days of receipt of the grievance form and shall reply to the employee and/or Union, in writing, within seven calendar days after the meeting.

Step 2

In the event the Deputy Chief or his/her designee's decision is not satisfactory to the employee or the Union, the employee or the Union may, within seven calendar days from receipt of the Deputy Chief or his/her designee's answer at Step 1, present the grievance in writing to the Chief of Police. All grievances concerning suspension or discharge shall begin at this step. The Chief or designee shall schedule a meeting with the employee and/or the Union within seven calendar days after receipt of the grievance, and shall reply to the employee and/or Union within seven calendar days after the meeting.

Step 3

In the event that the Chief or designee's decision is not satisfactory to the employee or the Union, the employee or the Union may, within seven calendar days from receipt of the Chief's or designee's decision at Step 2, present the grievance form to the Personnel Officer. The Personnel Officer or his/her designee shall schedule a meeting with the employee and/or the Union within fourteen calendar days after receipt of the grievance. The Personnel Officer or designee shall reply to the employee and/or Union within fourteen calendar days after the meeting.

Step 4

(a) Any grievance that has been properly processed through the above procedure and has not been settled at Step 3 may, at the request of the Union, be appealed to binding arbitration.

(b) The Union shall serve written notice of its intention to proceed to binding arbitration upon the Personnel Officer within fourteen calendar days of receipt of the Personnel Officer's decision at Step 3.

(c) The County will arrange for the American Arbitration Association to provide a list of arbitrators within fifteen days of the Union's notice of intent.

(d) 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.

(e) 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.

(f) The written decision of the Arbitrator shall be rendered within 30 days after the hearing and shall be final and binding upon the aggrieved employee, the Union, and the County.

(g) The cost of arbitration shall be shared equally by the County and the Union, except the costs incurred in presenting or defending the grievance to the Arbitrator shall be borne by the side incurring the expense.

Section 16.5. - Other Conditions.

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

(b) The County may present a grievance, in writing, to the Union at Step 4 of this procedure provided that it has filed a notice of intent with the Association President. The notice of intent, outlining the details of the complaint, must be presented 30 days prior to filing the demand for arbitration.

ARTICLE 17 - L.E.O.B.R. DISCIPLINARY PROCEDURES

Section 17.1. - Administrative Discovery.

(a) Employees proceeding to a hearing will receive the investigatory file as defined in the LEOBR, Maryland Code Public Safety Article 3-101 at least 30 days in advance of the hearing.

(b) The County will provide copies of statements that have already been transcribed.

Section 17.2. - Composition of Hearing Boards.

(a) An Officer who declines summary punishment when offered will be granted a one person hearing board. The Hearing Officer will be chosen by lottery from a pool of Lieutenants and Captains. The Officer and management may each use up to two challenges in the selection of the Hearing Officer. Prior to the lottery selection, management and the officer may preemptively strike commanders from the lottery pool if both parties agree that the specific commander(s) should be removed.

(b) All other charges will be heard before a three person hearing board composed of a Lieutenant or Captain, a Sergeant and a peer of the accused. Each person shall be chosen by lottery. The Officer and management may use up to two challenges in the selection of each individual hearing board member. Prior to the lottery selection, management and the officer may preemptively strike a person(s) from the lottery pool if both parties agree that the specific person(s) should be removed.

(c) All other charges will be heard before a three person hearing board composed of a Lieutenant or Captain, a Sergeant and a peer of the accused. Each person shall be chosen by lottery.

Section 17.3. - Final Decision.

The Chief of Police will retain final authority in determining the punishment upon a finding of guilty, as authorized by LEOBR.

Section 17.4 – Criminal Charges.

(a) Employees who have been suspended without pay due to criminal charges shall be eligible for back pay under the following conditions:

1. The employee is found not guilty of all criminal charges; and

2. The results of an LEOBR hearing board does not result in the termination of the employee.

3. If these conditions are met, the county agrees to reimburse the employee for lost pay during the suspension period

Section 17.5. – Disciplinary Matrix.

The County agrees to submit to the Labor Management Committee a proposal to institute a Disciplinary Matrix.

ARTICLE 18 - PERSONNEL FILES

Section 18.1. - Employee Access.

The Personnel Officer shall permit inspection of an employee's personnel file as provided by law. All personnel records shall be treated as confidential information. Employees with or without Union representation shall have access to their individual personnel files by prior appointment with the Personnel Office. 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 18.2. - Removal of Information.

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

Section 18.3. - Employee Additions.

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

ARTICLE 19 - SUBSTANCE ABUSE TESTING

Bargaining unit members shall adhere to Admin 34, ADM-34, (Exhibit F of this Agreement), which provides for substance abuse testing of all bargaining unit members and other sworn members of the Howard County Police Department. The General Order may be amended from time to time by mutual agreement of the County and the Union. In addition to the requirements noted above and in G.O. ADM-34, Bargaining Unit members assigned to the Vice and Narcotics Division are considered a separate employee population for purposes of random drug testing and may be subject to more frequent tests.

ARTICLE 20 - 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 21 - TAKE HOME VEHICLE

(a) The County's present take home vehicle policy -- including compensable and non-compensable time -- will remain in effect for the duration of this Agreement, unless the pattern of employee off-duty activity increases the cost of such activity to a level unacceptable to the County or an unanticipated event occurs which otherwise makes the policy economically unfeasible. If this occurs, the County will have the right to terminate the take home vehicle policy after first giving notice to the Union.

(b) Employees who are designated as "on-call" for a specific period of time may operate their assigned vehicle outside Howard County as long as they are able to respond to the scene of a call-in within 45 minutes of receiving the call.

(c) The County agrees to develop and implement a Take Home Car policy for officers who reside outside of the county.

ARTICLE 22 - HOWARD COUNTY POLICE AND FIRE RETIREMENT SYSTEM

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

(b) In determining the final compensation of an employee's retirement benefits, the employee's high consecutive 36 months of the legislated base salary shall be used. (See Exhibit G).

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

(d) A retiree under age 50 with at least 10 years of County service and who is not collecting a disability retirement benefit, shall have the option of participating in the County's Health Insurance Program by paying the entire premium. At age 50, the retiree shall be entitled to a Retiree Health Insurance Benefit as provided for in the Retiree Health Insurance Program.

(e) Within six months of an employee's request, the County shall inform the employee in writing of the cost to purchase eligibility service time for creditable service time, as well as the payment options available to the employee. The County will bear the costs associated with the production of this document.

(f) The Howard County Police and Fire Retirement System will create a "Pension Benefit Study Committee" to review the current DROP Plan for possible modification with no or minimal financial impact to the County. The Committee also will review possible modifications to the current military benefit for new hires and the retiree survivor benefit for current employees with no or minimal financial impact to the County. Recommendations will be forwarded to the County Executive.

ARTICLE 23 - DEFERRED RETIREMENT OPTIONS PROGRAM (DROP)

The County and Union agree to continue to work jointly to develop a cost neutral DROP. Upon agreement, the County agrees to initiate the required action necessary to implement the program.

ARTICLE 24 - 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 four representatives designated by the Chief of Police and four representatives designated by the Union President.

(b) The committee will meet on an as-needed-basis to discuss any and all topics, which may affect bargaining unit members. Either side has the ability to request a meeting outside, or in addition to, the regularly scheduled meetings.

(c) Either Management or Labor may request a Sub-Committee on topics brought before the Committee.

(d) Attendance of bargaining unit members at meetings of the Labor-Management Committee will be handled as follows:

1. Members scheduled to work on the day of a meeting will have their schedules adjusted to allow attendance during duty time.

2. Members scheduled to work night shift the day prior to a scheduled meeting will have their schedules adjusted to allow attendance.

3. Members whose regular day off coincides with a scheduled committee meeting will not receive a schedule adjustment or compensation for their attendance.

(e) Committee recommendations presented to the Chief will be considered as advisory.

Section 24.1. – Auto Vehicle Locator (AVL).

Until the adoption of an AVL policy based upon the recommendation of the Labor Management Committee, the County and Union agree not to use AVL data as the sole reason for disciplinary investigations or actions. Any use of historical AVL data for disciplinary use must be

approved by the Chief of Police or a Deputy Chief of Police. Note: There will be no restrictions on the use of AVL for criminal investigations.

ARTICLE 25 - NO STRIKE OR LOCKOUT CLAUSE

Section 25.1. - No Strikes.

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

(b) In the event of a violation of this Article, the Union shall immediately upon learning of such activity, publicly disavow such action by the employees and shall so advise the County and the employees involved in writing.

(c) 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 action he deems necessary in the public interest:

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

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

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

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

Section 25.2. - No Lockouts.

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

ARTICLE 26 – 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 27 – PHYSICAL FITNESS STANDARDS/WELLNESS PROGRAM.

(a) On a voluntary basis, employees may elect to participate in an Annual Physical Fitness Evaluation. The evaluation will consist of the following testing components.

1. Push-ups
2. Sit-up/crunch
3. 1 ½ mile run/walk
4. Vertical jump

(b) Testing standards will be rated on a scale that allows for age and gender variances. Standards will be mutually agreed upon by the employer and Union and are here for reference.

Physical Fitness Testing Standards

MALES

TEST	Sit-ups	Vertical Jump	Push-ups	1.5 Mile Run
20-29	38	19	29	12:53
30-39	35	18.5	24	13:25
40-49	29	15	18	14:10
50-59	24	13.5	13	15:53

FEMALES

TEST	Sit-ups	Vertical Jump	Push-ups	1.5 Mile Run
20-29	32	13.9	15	15:32
30-39	25	12	11	16:43
40-49	20	9	9	17:38
50-59	14	7.1	7	19:43

(c) If employees pass two or fewer tests, they shall receive one hundred twenty-five dollars ($125.00) for each testing component they pass. If employees pass three or more testing components, they shall receive one hundred fifty dollars ($150.00) for each testing component. The maximum amount for passing all four components is six hundred dollars ($600.00).

(d) The employer is free to maintain data related to how many employees take the test and the pass/fail rate for each test. No additional data related to the tests shall be maintained by the employer.

(e) The Physical Fitness Evaluation is part of the employer's overall Wellness Program. As such, the employer shall not include an employee's participation or lack of participation in an employee's job evaluation or personnel files at any level.

(f) The Department will maintain a voluntary fitness program in accordance with General Order ADM 51 V. *VOLUNTARY FITNESS TESTING PROGRAM.*

(g) The physical fitness tests shall be given annually with a minimum 90 days notice to members.

ARTICLE 28 - DURATION AND FINALITY OF AGREEMENT

TWO YEAR AGREEMENT

(a) This agreement shall become effective as of July 1, 2014 and remain in full force and effective until June 30, 2016.

(b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties through their duly authorized representatives, after negotiations mutually agreed to by the County and the Union.

(c) The parties shall reopen negotiations for a successor agreement not later than December 4, 2015.

(d) 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.

FOR THE COUNTY:

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this 25 day of August, 2014.

FOR THE COUNTY:

COUNTY EXECUTIVE
Ken Ulman

HUMAN RESOURCES ADMINISTRATOR
Todd Allen

CHIEF ADMINISTRATIVE OFFICER
Lonnie R. Robbins

COUNTY SOLICITOR
Margaret Ann Nolan

CHIEF OF POLICE
Gary Gardner

CHIEF NEGOTIATOR
Sean Malone

TEAM MEMBER
Nowelle A. Ghahhari, Esq.

TEAM MEMBER
Major Ellsworth Jones

TEAM MEMBER
Captain Mary Levy

TEAM MEMBER
Captain Lisa Myers

FOR THE UNION:

PRESIDENT, HCPOA LODGE 21
Gregory Der

CHIEF NEGOTIATOR
Gary McLhinney

TEAM MEMBER
Allison Ehart

TEAM MEMBER
Thomas Marello

TEAM MEMBER
Stephanie Wall

TEAM MEMBER
Mark Thomey

EXHIBIT A

MEMORANDUM 92-02

DEPARTMENT OF POLICE

DATE: March 17, 1992

TO: ALL POLICE DEPARTMENT MANAGERS

FROM: James N. Robey
Chief of Police

RE: **TEMPORARY ADJUSTMENT OF SUBORDINATES' WORK SCHEDULES**

In accordance with Article 5 of the Agreement between Howard County, Maryland and the Howard County Police Officers Association, work schedules may continue "... to be temporarily adjusted in order to meet the operational needs of the Department."

While this is an important managerial tool, which is required due to changing operational needs, it is also essential to consider the needs of our members and any impact, which a change would have on their personal life. Our members are the Department's most important assets. We must take into consideration any adverse impact or hardship which a temporary schedule change may have as they manage their job, family life and outside interests, including educational pursuits.

As operational needs arise which require temporary schedule changes, please review all your options in terms of their impact on the affected personnel. It is accepted that there will be inconveniences shared by all personnel as operational schedule changes are implemented. It is the supervisor's job to ensure that these inconveniences are minimized to assist our members in maintaining a normal and consistent work and family life.

EXHIBIT B-1

Howard County, Maryland
Police Salary Schedule (HCPOA Lodge 21)
FY15
Including Laterally Hired Officers
Effective July 1, 2014 through December 31, 2014

	1	2	3	4	5	6	7	8	9	10	11	12	13	PL 14	PL 15	PL 16	PL 17	PL 18	PL 19	PL 20
	Hire	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mos.	168 mos.	180 mos.	192 mos.	204 mos.	216 mos	228 mos	240 mos
PO	$23.44	$24.27	$25.11	$25.99	$26.91	$27.85	$28.78	$29.84	$30.84	$31.94	$33.07	$34.21	$35.40	$36.64	$37.84	$39.07	$40.33	$41.64	$42.99	$44.39
	$48,755	$50,482	$52,229	$54,059	$55,973	$57,928	$59,862	$62,067	$64,147	$66,435	$68,786	$71,157	$73,632	$76,211	$78,707	$81,266	$83,886	$86,611	$89,419	$92,331
LAT	$25.10	$25.99	$26.91	$27.85	$28.78	$29.84	$30.84	$31.94	$33.07	$34.21	$35.40	$35.40	$35.40	$36.64	$37.84	$39.07	$40.33	$41.64	$42.99	$44.39
	$52,208	$54,059	$55,973	$57,928	$59,862	$62,067	$64,147	$66,435	$68,786	$71,157	$73,632	$73,632	$73,632	$76,211	$78,707	$81,266	$83,886	$86,611	$89,419	$92,331

				36 mos.	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mos.	168 mos.	180 mos.	192 mos.	204 mos.	216 mos	228 mos	240 mos
PFC				$26.91	$27.85	$28.78	$29.84	$30.84	$31.94	$33.07	$34.21	$35.40	$36.64	$37.84	$39.07	$40.33	$41.64	$42.99	$44.39	$45.83
				$55,973	$57,928	$59,862	$62,067	$64,147	$66,435	$68,786	$71,157	$73,632	$76,211	$78,707	$81,266	$83,886	$86,611	$89,419	$92,331	$95,326
LAT				$28.78	$29.84	$30.84	$31.94	$33.07	$34.21	$35.40	$36.64	$36.64	$36.64	$37.84	$39.07	$40.33	$41.64	$42.99	$44.39	$45.83
				$59,862	$62,067	$64,147	$66,435	$68,786	$71,157	$73,632	$76,211	$76,211	$76,211	$78,707	$81,266	$83,886	$86,611	$89,419	$92,331	$95,326

					48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mos.	168 mos.	180 mos.	192 mos.	204 mos.	216 mos	228 mos	240 mos
Corp					$29.84	$30.84	$31.94	$33.07	$34.21	$35.40	$36.64	$37.92	$39.28	$40.55	$41.86	$43.23	$44.64	$46.08	$47.58	$49.13
					$62,067	$64,147	$66,435	$68,786	$71,157	$73,632	$76,211	$78,874	$81,702	$84,344	$87,069	$89,918	$92,851	$95,846	$98,966	$102,190
LAT					$31.94	$33.07	$34.21	$35.40	$36.64	$37.92	$39.28	$39.28	$39.28	$40.55	$41.86	$43.23	$44.64	$46.08	$47.58	$49.13
					$66,435	$68,786	$71,157	$73,632	$76,211	$78,874	$81,702	$81,702	$81,702	$84,344	$87,069	$89,918	$92,851	$95,846	$98,966	$102,190

EXHIBIT B-2

Howard County, Maryland
Police Salary Schedule (HCPOA Lodge 21)
FY15
Including Laterally Hired Officers
Effective January 1, 2015 though December 31, 2015

	1	2	3	4	5	6	7	8	9	10	11	12	13	PL 14	PL 15	PL 16	PL 17	PL 18	PL 19	PL 20
	Hire	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mos.	168 mos.	180 mos.	192 mos.	204 mos.	216 mos	228 mos	240 mos
PO	$24.38	$25.24	$26.11	$27.03	$27.99	$28.96	$29.93	$31.03	$32.07	$33.22	$34.39	$35.58	$36.82	$38.11	$39.35	$40.63	$41.94	$43.31	$44.71	$46.17
	$50,710	$52,499	$54,309	$56,222	$58,219	$60,237	$62,254	$64,542	$66,706	$69,098	$71,531	$74,006	$76,586	$79,269	$81,848	$84,510	$87,235	$90,085	$92,997	$96,034
LAT	$26.11	$27.03	$27.99	$28.96	$29.93	$31.03	$32.07	$33.22	$34.39	$35.58	$36.82	$36.82	$36.82	$38.11	$39.35	$40.63	$41.94	$43.31	$44.71	$46.17
	$54,309	$56,222	$58,219	$60,237	$62,254	$64,542	$66,706	$69,098	$71,531	$74,006	$76,586	$76,586	$76,586	$79,269	$81,848	$84,510	$87,235	$90,085	$92,997	$96,034

				36 mos.	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mos.	168 mos.	180 mos.	192 mos.	204 mos.	216 mos	228 mos	240 mos
PFC				$27.99	$28.96	$29.93	$31.03	$32.07	$33.22	$34.39	$35.58	$36.82	$38.11	$39.35	$40.63	$41.94	$43.31	$44.71	$46.17	$47.66
				$58,219	$60,237	$62,254	$64,542	$66,706	$69,098	$71,531	$74,006	$76,586	$79,269	$81,848	$84,510	$87,235	$90,085	$92,997	$96,034	$99,133
LAT				$29.93	$31.03	$32.07	$33.22	$34.39	$35.58	$36.82	$36.82	$36.82	$38.11	$39.35	$40.63	$41.94	$43.31	$44.71	$46.17	$47.66
				$62,254	$64,542	$66,706	$69,098	$71,531	$74,006	$76,586	$76,586	$76,586	$79,269	$81,848	$84,510	$87,235	$90,085	$92,997	$96,034	$99,133

					48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mos.	168 mos.	180 mos.	192 mos.	204 mos.	216 mos	228 mos	240 mos
Corp					$31.03	$32.07	$33.22	$34.39	$35.58	$36.82	$38.11	$39.44	$40.85	$42.17	$43.53	$44.96	$46.43	$47.92	$49.48	$51.10
					$64,542	$66,706	$69,098	$71,531	$74,006	$76,586	$79,269	$82,035	$84,968	$87,714	$90,542	$93,517	$96,574	$99,674	$102,918	$106,288
LAT					$33.22	$34.39	$35.58	$36.82	$38.11	$39.44	$40.85	$40.85	$40.85	$42.17	$43.53	$44.96	$46.43	$47.92	$49.48	$51.10
					$69,098	$71,531	$74,006	$76,586	$79,269	$82,035	$84,968	$84,968	$84,968	$87,714	$90,542	$93,517	$96,574	$99,674	$102,918	$106,288

EXHIBIT B-3

Howard County, Maryland
Police Salary Schedule (HCPOA Lodge 21)
FY16
Including Laterally Hired Officers
Effective January 1, 2016

	1	2	3	4	5	6	7	8	9	10	11	12	13	PL 14	PL 15	PL 16	PL 17	PL 18	PL 19	PL 20
	Hire	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mos.	168 mos.	180 mos.	192 mos.	204 mos.	216 mos	228 mos	240 mos
PO	$25.36	$26.25	$27.15	$28.11	$29.11	$30.12	$31.13	$32.27	$33.35	$34.55	$35.77	$37.00	$38.29	$39.63	$40.92	$42.26	$43.62	$45.04	$46.50	$48.02
	$52,749	$54,600	$56,472	$58,469	$60,549	$62,650	$64,750	$67,122	$69,368	$71,864	$74,402	$76,960	$79,643	$82,430	$85,114	$87,901	$90,730	$93,683	$96,720	$99,882
LAT	$27.15	$28.11	$29.11	$30.12	$31.13	$32.27	$33.35	$34.55	$35.77	$37.00	$38.29	$38.29	$38.29	$39.63	$40.92	$42.26	$43.62	$45.04	$46.50	$48.02
	$56,472	$58,469	$60,549	$62,650	$64,750	$67,122	$69,368	$71,864	$74,402	$76,960	$79,643	$79,643	$79,643	$82,430	$85,114	$87,901	$90,730	$93,683	$96,720	$99,882

				36 mos.	48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mos.	168 mos.	180 mos.	192 mos.	204 mos.	216 mos	228 mos	240 mos
PFC				$29.11	$30.12	$31.13	$32.27	$33.35	$34.55	$35.77	$37.00	$38.29	$39.63	$40.92	$42.26	$43.62	$45.04	$46.50	$48.02	$49.57
				$60,549	$62,650	$64,750	$67,122	$69,368	$71,864	$74,402	$76,960	$79,643	$82,430	$85,114	$87,901	$90,730	$93,683	$96,720	$99,882	$103,106
LAT				$31.13	$32.27	$33.35	$34.55	$35.77	$37.00	$38.29	$38.29	$38.29	$39.63	$40.92	$42.26	$43.62	$45.04	$46.50	$48.02	$49.57
				$64,750	$67,122	$69,368	$71,864	$74,402	$76,960	$79,643	$79,643	$79,643	$82,430	$85,114	$87,901	$90,730	$93,683	$96,720	$99,882	$103,106

					48 mos.	60 mos.	72 mos.	84 mos.	96 mos.	108 mos.	120 mos.	132 mos.	144 mos.	168 mos.	180 mos.	192 mos.	204 mos.	216 mos	228 mos	240 mos
Corp					$32.27	$33.35	$34.55	$35.77	$37.00	$38.29	$39.63	$41.02	$42.48	$43.86	$45.27	$46.76	$48.29	$49.84	$51.46	$53.14
					$67,122	$69,368	$71,864	$74,402	$76,960	$79,643	$82,430	$85,322	$88,358	$91,229	$94,162	$97,261	$100,443	$103,667	$107,037	$110,531
LAT					$34.55	$35.77	$37.00	$38.29	$39.63	$41.02	$42.48	$42.48	$42.48	$43.86	$45.27	$46.76	$48.29	$49.84	$51.46	$53.14
					$71,864	$74,402	$76,960	$79,643	$82,430	$85,322	$88,358	$88,358	$88,358	$91,229	$94,162	$97,261	$100,443	$103,667	$107,037	$110,531

EXHIBIT C

EXHIBIT C

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.

EXHIBIT D

Health Insurance

Required employee contribution rates for CountyFlex group medical and dental insurance plans was contained as Exhibit D in the July 1, 2005 – June 30, 2007 of the County's Labor Agreement with IUPA Local 86.

The required employee contribution rates effective July 1, 2007 through December 31, 2007 for CountyFlex group medical and dental benefits will be distributed to each employee during the May 2007 open enrollment process. Employee contribution rates are also available on the County's Internet web site at:

http://www.howardcountymd.gov/doa/hr_info.htm

The County will be conducting a procurement process for group medical and dental insurance benefits to become effective January 1, 2008. The County will conduct an open enrollment process in October 2007, at which time each employee will receive new employee contribution rates in addition to information concerning new plan benefit provisions. All revised information concerning January 1, 2008 plans, including contribution rates, will also be available at the above Internet address.

All updated current CountyFlex information will continue to be available in the Office of Human Resources or can be requested by calling 410.313.2033.

Nothing in this section overrides the Union's and the County's agreement on health insurance as codified in Article 12 of the labor agreement.

EXHIBIT E

APPEALS EXTRACT FROM THE EMPLOYEE MANUAL
(Provided for Information and Convenience Only)
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, suspension 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 <u>only</u> if four members of the Board vote to hear the grievance as provided in Section 705(c) of the Charter.

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.

(1) 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.

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 be waived or extended only by mutual written agreement.

(2) 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 the 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. *

(3) 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. 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.

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

(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 (4) votes to hear the appeal, the decision of the Personnel Officer will become final. If there are four (4) 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 F

HOWARD COUNTY DEPARTMENT OF POLICE

GENERAL ORDER ADM-34
SUBSTANCE ABUSE POLICY

EFFECTIVE JUNE 1, 2007 REVISION OCTOBER 30, 2009 (Pg. 6)
REVISION JUNE 28, 2010 (Pg. 5)

This General Order contains the following numbered sections:

I. POLICY
II. DEFINITIONS
III. POLICY APPLICATION
IV. DRUG AND ALCOHOL SCREENING
V. POLICY ADMINISTRATION
VI. TESTING PROCEDURES
VII. TESTING RESULTS
VIII. CANCELLATION

I. POLICY

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

II. DEFINITIONS

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

A. Abuse:

1. Use of an illegal substance as defined in Section II, C below.

2. Use of prescription drugs in a manner other than that prescribed by a licensed physician, or in a manner inconsistent with its medically prescribed or intended use, or under circumstances where use is not permitted.

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

4. Use of alcohol while performing one's duties, or use of alcohol which impairs job performance.

5. Use or possession of alcohol contrary to the Criminal Laws of the State of

Maryland.

6. The intentional use of any substance, legal or illegal, which impairs job performance.

B. Alcohol: ethyl alcohol or ethanol.

C. Drugs:

1. All substances (narcotic and non-narcotic) which are subject to control under the Maryland Uniform Controlled Dangerous Substances Act (Schedule I-V) and those non-controlled substances, inclusive, for which enforcement remedies are available pursuant to the Annotated Code of Maryland, Criminal Law Article, Title 5, sections 5-402 through 5-406; and

2. Any substance other than alcohol, which may impair one's mental faculties, mood and/or physical performance.

D. Random Testing: the manner of selecting individuals for drug testing from the total staff population within a department subject to testing, so that each member of the staff population subject to testing has an equal chance to be selected for testing on each occasion random testing is undertaken. For purposes of this policy, a computerized random selection process beyond the control of members of Howard County, Maryland, will be utilized.

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

F. Substance: alcohol or drugs.

III. POLICY APPLICATION

A. All members will adhere to the following requirements. No member shall:

1. Manufacture, distribute, dispense, possess, or use a controlled substance.

2. Report to work, or be at work, or on-duty while under the influence of drugs or alcohol.

3. While undertaking official business, purchase, transfer, use, or possess drugs as defined in Section II. C. 1, or abuse alcohol or prescription drugs in any manner that is contrary to the laws of the State of Maryland.

4. Consume alcohol while in uniform, displaying the insignia of the HCPD, or while operating a County owned vehicle.

5. Abuse alcohol while in an on-call status for duty as an employee of the HCPD.

6. Abuse alcohol while operating a County owned or utilized vehicle.

B. No HCPD member may abuse a substance as defined in this Substance Abuse Policy.

C. HCPD members who are convicted of off-the-job drug or criminal alcohol offenses will be in violation of this policy.

D. HCPD members must report any criminal drug arrest to their immediate supervisor within twenty-four (24) hours of that arrest.

E. All members shall cooperate fully with law enforcement authorities in the investigation and prosecution of illegal drug or alcohol use.

F. Members may use alcohol while on-duty when involved in approved covert operations, but only when supervisory approval for such use is obtained. Moderation will be maintained at all times in these circumstances.

IV. DRUG AND ALCOHOL SCREENING[1]

A. All persons seeking to be promoted shall be subject to a drug screen, provided at no cost to the employee. A physical/medical examination may also be required, at no cost to the employee.

B. A drug screen will be a basic part of any regularly scheduled physical/medical examinations. Such tests and/or drug screens will be at no cost to the member.

C. All members will be subject to random drug testing, at no cost to the member.

D. In an effort to ensure the credibility of all drug handling responsibilities, civilians assigned to the Property and Evidence Section and the Forensic Services Section will be subject to regular drug testing at no cost to the affected member.

E. Where a reasonable suspicion of substance abuse exists, all members will be required to undergo drug and alcohol testing, under direct observation and at no cost to the member.

V. POLICY ADMINISTRATION

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

B. Howard County Office of Human Resources will be responsible for the following:

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[1] CALEA 22.3.1

1. Sending notification of random screening examinations to the HCPD.

2. Coordination of drug and alcohol screening, upon the request of the HCPD, when a reasonable suspicion of substance abuse exists.

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

4. Coordination of the substance screening record keeping process.

5. Informing the Chief of Police of test results.

C. HCPD members shall:

1. Upon receipt of appropriate notification, report for urinalysis or breath test (Intoximeter or other state certified test procedure) at such time and place set forth in the notification.

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

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

4. Immediately report to their supervisor any accidental exposure to any drug as defined within this General Order.

5. Immediately seek medical treatment when exposed to any drug as defined within this General Order.

6. Immediately write an administrative report to their supervisor when accidentally exposed to any drug as defined within this General Order.

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

VI. TESTING PROCEDURES

A. Drugs - The Department, through the County Personnel Officer, will utilize independent collection facilities and laboratories for all urinalysis testing to determine drug abuse under this policy. The County will utilize only those laboratories which are certified or approved under Section 17-214.1, Health General, Annotated Code of Maryland and collection facilities and laboratories which follow guidelines promulgated by the U.S. Department of Health and Human Services and N.I.D.A. Howard County Local 86 and

Local 112 will be given notice thirty (30) days prior to a change in collection or laboratory contractors and will be given an opportunity to view the facilities of any new contractor selected by the County to provide collection or laboratory services relating to the testing program.

B. Alcohol – Where a reasonable suspicion of alcohol abuse exists, a supervisor may direct a member to take a breath test (Intoximeter or other state certified test procedure). The test cannot be administered by a member of the same bargaining unit. HCPD tests will be administered by a member who is at least one rank above the member being tested. The Maryland State Police or other outside law enforcement agency may be utilized for this purpose, regardless of rank.

C. Substances subject to testing:

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

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

D. Testing Methodologies:

1. Drugs:

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

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

2. Alcohol - Tests undertaken to determine alcohol abuse will utilize the Intoximeter test or other state certified test procedure techniques.

THIS SECTION INTENTIONALLY LEFT BLANK

E. Testing Levels:

1. Drugs:

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

	(ng/mL)
(1) Marijuana metabolites	50
(2) Cocaine metabolites	300
(3) Opiate metabolites	2000~~300~~
(4) Phencyclidine	25
(5) Amphetamines	1,000

b. Confirmatory test levels for the same drug will be as follows:

	(ng/mL)
(1) Marijuana metabolite	15
Delta-9-tetrahydrocannabinol-9-carboxylic acid	
(2) Cocaine metabolite	150
Benzoylecgonine	
(3) Opiates	
(a) Morphine	2000~~300~~
(b) Codeine	2000~~300~~
(c) 6-Acetylmorphine	10

Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.

(4) Phencyclidine	25
(5) Amphetamines	
(a) Amphetamine	500
(b) Methamphetamine	500

Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/mL.

2. Alcohol – An intoximeter test result which reveals that there is in the person's blood at the time of testing .02 percent or more by weight of alcohol, will be deemed positive.

VII. TESTING RESULTS

A. Maintenance of Test Results - Testing results will be forwarded by the independent laboratory to the Howard County Office of Human Resources, where the results will be maintained in a confidential manner.

B. Negative Test Results - The Howard County Office of Human Resources will advise the member being tested of a negative test result.

C. Positive Test Results - The Howard County Office of Human Resources will advise the member being tested and the Chief of Police of any positive test results. The Howard County Office of Human Resources will also, in the case of a positive test result, advise the tested member of their right to request independent testing of the same sample taken from the member for verification of the presence of any prohibited substance by a laboratory certified and licensed in accordance with the laws of the State of Maryland, and of the time period within which they must exercise such right.

REVISION OCTOBER 30, 2009

D. A member who refuses to be tested will be subject to discipline. Sworn officers will be subject to discipline in accordance with the Law Enforcement Officer's Bill of Rights (LEOBR), such discipline to include termination, and will be immediately removed from normal service and administratively assigned to duties which do not involve carrying a firearm or handling substances defined by this policy, pending the outcome of disciplinary proceedings.[2]

E. A member who tests positive for abuse of any drug will be subject to discipline. Sworn officers will be subject to discipline in accordance with the LEOBR, such discipline to include termination, and will be immediately removed from normal service and administratively assigned to duties which do not involve carrying a firearm or handling substances defined by this policy, pending the outcome of disciplinary proceedings.[3]

F. A member who tests positive for the abuse of alcohol will be subject to discipline. Any test result which reveals that there is .02 percent or more by weight of alcohol in the person's blood at the time of testing will be deemed positive. Sworn officers will be subject to discipline in accordance with the LEOBR, including termination, consistent with the member's work history, length of employment, current job performance, past disciplinary actions, and job assignment.[3]

G. A member who is convicted of off-the-job drug offenses will be subject to discipline. Sworn officers will be subject to discipline in accordance with the LEOBR, such discipline to include termination.[3]

H. A member who is convicted of off-the-job criminal alcohol offenses will be subject to discipline. Sworn officers will be subject to discipline in accordance with the LEOBR,

[2] CALEA 52.2.7
[3] CALEA 52.2.7

such discipline to include termination.[3]

VIII. CANCELLATION

This General Order cancels and replaces General Order ADM-34, entitled Substance Abuse Policy, dated July 1, 1995.

AUTHORITY:

William J. McMahon
Chief of Police

REVISION ON OCTOBER 30, 2009 (pg. 6) AUTHORIZED BY CHIEF WILLIAM J. MCMAHON.
REVISION ON JUNE 28, 2010 (pg. 5) AUTHORIZED BY CHIEF WILLIAM J. MCMAHON.

EXHIBIT G

POLICE RETIREMENT BENEFIT

(Effective January 1, 2002)

Years of Creditable Service	Percentage of Compensation
20	50%
21	53%
22	57%
23	62%
24	68%
25	75%
26	76%
27	77%
28	78%
29	79%
30	80%

The benefit for unused sick leave is 2.5% of the employee's average salary for each year of unused sick leave.