

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

County Council of Howard County, Maryland

2022 Legislative Session

Legislative Day No. 13

Bill No. 59 -2022

Introduced by: The Chairperson at the request of the County Executive

AN ACT approving an amendment to a multi-year collective bargaining agreement between Howard County and the International Association of Firefighters, Howard County Local 2000 that will be effective through the end of Fiscal Year 2024 and that includes payment of certain compensation in future fiscal years; approving provisions in a collective bargaining agreement between Howard County and the International Association of Firefighters, Howard County Local 2000, that are in conflict with the provisions of Title 1 “Human Resources” of the Howard County Code or the Employee Manual; providing for the application of this Act; and generally relating to the collective bargaining agreement between Howard County and the International Association of Firefighters, Howard County Local 2000.

Introduced and read first time _____, 2022. Ordered posted and hearing scheduled.

By order _____
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2022.

By order _____
Michelle Harrod, Administrator

This Bill was read the third time on _____, 2022 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ___ day of _____, 2022 at ___ a.m./p.m.

By order _____
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive _____, 2022

Calvin Ball, County Executive

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

1 **WHEREAS**, the International Association of Firefighters, Howard County Local
2 2000 (“Local 2000”) and the County reached agreement through a Memorandum of
3 Agreement (the “Agreement”) that is effective through July 1, 2023; and

4
5 **WHEREAS**, in accordance with Section 1.111(e) of the Howard County Code, the
6 County Executive is required to submit to the County Council for its approval all provisions
7 in collective bargaining agreements that are in conflict with Title 1 “Human Resources” of
8 the Howard County Code or the Employee Manual (the “conflicting provisions”); and

9
10 **WHEREAS**, by passage of Council Bill No. 47-2021, the County Council approved
11 the Agreement’s conflicting provisions and approved the Agreement as a multi-year
12 obligation under Section 612 of the Howard County Charter; and

13
14 **WHEREAS**, the parties engaged in a limited re-opener to discuss wages and staffing
15 issues and have now entered into an “Amendment to Memorandum of Agreement between
16 Howard County, Maryland and the International Association of Firefighters, Howard County
17 Local 2000” (the “Amendment”) in substantially the form attached as Exhibit 1; and

18
19 **WHEREAS**, as a result of those discussions, the parties agreed that:

- 20 a) the January 1, 2023 across the board increase will be changed from 2% to 3%;
- 21 b) the County will provide a 5% across the board increase effective January 1, 2024;
- 22 c) the Union and the County will continue their staffing study group to meet at least
23 quarterly in FY 2023 and FY 2024 to make recommendations to the Chief
24 Administrative Officer; and
- 25 d) the term of the Agreement will be extended by one (1) additional year, through
26 July 1, 2024; and

27
28 **WHEREAS**, pursuant to Section 1.111(e) of the Howard County Code, the
29 Amendment adds additional conflicting provisions to those attached to Council Bill No. 47-
30 2021 and a comprehensive list of conflicting provisions in the original agreement and the
31 Amendment are attached as Exhibit 2; and

1 **WHEREAS**, because the Amendment extends the term of the Agreement, the
2 Amendment requires the payment by the County of funds from an appropriation in a later
3 fiscal year and therefore is subject to the multi-year provisions of Section 612 of the Howard
4 County Charter that requires Council approval of the Agreement.

5
6 **NOW, THEREFORE,**

7
8 **Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in
9 accordance with Section 612 of the Howard County Charter, it approves the terms of the
10 Amendment to Memorandum of Agreement between Howard County, Maryland and the
11 International Association of Firefighters, Howard County Local 2000, which shall be in
12 substantially the same form as Exhibit 1 attached to this Act.

13
14 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland
15 that the County Council hereby endorses and ratifies the County Executive's signature and
16 execution of the Amendment, which shall be in substantially the same form as Exhibit 1
17 attached to this Act, for such term in the name of and on behalf of the County.

18
19 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland
20 that, in regard to the Amendment to Memorandum of Agreement between Howard County,
21 Maryland and the International Association of Firefighters, Howard County Local 2000, the
22 County Council approves the Conflicting Provisions, attached to Bill as Exhibit 2, that are in
23 conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the
24 Employee Manual.

25
26 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland
27 that if there is a conflict between the Amendment attached to this Act and the Howard County
28 Pay Plan, the provisions contained in the Amendment shall control.

29
30 **Section 5. And Be It Further Enacted** by the County Council of Howard County, Maryland
31 that, in accordance with Section 612 of the Howard County Charter, Section 1 and Section 2

1 *of this Act shall be effective immediately upon its enactment.*

2

3 ***Section 6. And Be It Further Enacted*** *by the County Council of Howard County, Maryland*

4 *that, subject to Section 6, this Act shall become effective 61 days after its enactment.*

**AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN
HOWARD COUNTY, MARYLAND**

AND

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
HOWARD COUNTY LOCAL 2000**

Whereas, Howard County, Maryland and the International Association of Firefighters Howard County Local 2000, entered into a collective bargaining agreement (Agreement) effective July 1, 2021 thru June 30, 2023;

Whereas, the Union and the County Administration engaged in a limited re-opener to discuss wage and staffing issues;

Whereas, as a result of those discussions, the parties agreed that: a) the January 1, 2023 across the board increase will be changed from 2% to 3%; b) the County will provide a 5% across the board increase effective January 1, 2024; c) the Union and the County will continue their staffing study group to meet at least quarterly in FY 2023 and FY 2024 to make recommendations to the Chief Administrative Officer; and d) the term of the Agreement will be extended by one (1) additional year; and

Whereas, Local 2000 submitted the proposed changes enumerated above to its membership for vote the week of July 8, 2022 and the changes were duly ratified by the membership in accordance with the union's required procedures;

Now, therefore, the following sections of the Agreement are amended as indicated:

1. In Article 6 replace (f) with the following language:

ARTICLE 6: STAFFING.

- (f) In August of 2020, the Chief Administrative Officer convened a Work Hours Study Group to research, assess and analyze a proposed reduction in work hours for Howard County Department of Fire and Rescue career staffing assigned to the Emergency Services Bureau (field operations). The parties will continue to meet to determine the full financial impacts, operational needs and additional personnel needed to accomplish a reduction in scheduled work **hours and whether such an adjustment is economically feasible.** The CAO, Office of Budget, Chief of Fire and Rescue will each assign a representative and the Local 2000 President will assign two representatives. **The group will meet at least quarterly FY 2023 and 2024 and will make recommendations** to the Chief Administrative Officer.

2. In Article 8 Section 8.1 replace the existing language with the following:

Section 8.1.-Wage Adjustments.

- (a) The salary scales for Fiscal Year 2022, Fiscal Year 2023 and Fiscal Year 2024 are provided in Exhibits D1, D2 D3, and D4. Exhibit D1 represents the period from July 1, 2021 through the pay period that ends December 20, 2021 and

includes a 3% step for Lieutenants at 258 months, a 3% step at 270 months for Lieutenants and the inclusion of longevity as represented as a 3% step at 252 months for all other members. Exhibit D2 includes a 1.5% across the board increase effective with the pay period that begins December 20, 2021. Exhibit D3 includes a 3% across the board increase effective with the pay period that begins December 19, 2022. Exhibit D4 includes a 5% across the board increase effective with the pay period that begins December 19, 2023. The County will provide step increases in fiscal year 2022, fiscal year 2023, and fiscal year 2024 as scheduled in the pay scale.

3. In Article 34 replace the existing language with the following:

ARTICLE 34-DURATION AND FINALITY OF AGREEMENT
THREE YEAR AGREEMENT

- (a) This Agreement shall be effective as of July 1, 2021, 7:00a.m. and remain in full force and effect until, July 1, 2024, 6:59a.m.
- (b) It is understood that this Agreement can only be added to, amended, or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives, after negotiations mutually agreed to by the County and the Union.
- (c) The parties acknowledge that this Agreement represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. Any subject or matter referred to or covered or not specifically referred to or covered in this Agreement shall be negotiable only by mutual consent for the duration of this Agreement.
- (d) The parties agree to open negotiations to consider non-substantive amendments to this Agreement no later than January 15, 2022, in order to correct grammatical errors, remove obsolete provisions, and otherwise reorganize and clarify the language of this Agreement. The parties acknowledge that the intent of these negotiations will be to revise the Agreement in a more clear, concise and organized manner without changing the meaning or effect of its provisions.
- (e) The parties shall reopen negotiation for a successor agreement not later than the first week of November 2023, for negotiations beginning no later than January 15, 2024. The successor Agreement shall become effective July 1, 2024.
- (f) If no agreement is reached and signed by both parties at the date established for submission of the County budget to the County Council, by mutual agreement of both parties, the expiration date of this Agreement shall be extended.

4. On page 4 of the Table of Contents:

Delete "EXHIBIT D-3.....54"

and replace with:

"EXHIBIT D-354"

Add

EXHIBIT D-4.....55

Re-number the remaining Exhibits

5. Remove Exhibit D-3 from the Agreement and substitute the revised D-3 as attached to this Amendment.
6. Insert Exhibit D-4, as attached to this Amendment, into the Agreement.

All other terms and conditions of the Agreement not enumerated above shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this

_____ day of _____, 2022.

FOR THE COUNTY:

COUNTY EXECUTIVE
Calvin Ball

CHIEF ADMINISTRATIVE OFFICER
Lonnie R. Robbins

COUNTY SOLICITOR
Gary Kuc

CHIEF OF FIRE AND RESCUE
SERVICES
Louis Winston

FOR THE UNION:

PRESIDENT, IAFF Local 2000
Richard L. Ruehl

Reviewing Attorney:

Jamar Herry
Assistant County Solicitor

PURSUANT TO Section 1.111 (e) of the Howard County Code, the following provisions of the Agreement, attachment to the Bill as Exhibit 1, between Howard County and the International Association of Firefighters, Howard County Local 2000, conflict with the provisions of Title 1 “Human Resources” of the Howard County Code or the Employee Manual:

1. Section 1.2 – Unit Description
 - a. (Subsection (a), (a)(2), (c))
2. Section 1.3 – Position Classification Summary
 - a. (Subsection (d) – (g))
3. Section 2.2 – Dues Deductions for Employees who Join the Union
4. Section 2.3 – Dues Deductions
5. Section 2.4 – Dues Authorization
6. Section 2.5 – Dues Deductions/Insufficient Pay
7. Section 2.6 – Change in Dues
8. Section 2.7 – Indemnification
9. Section 3.1 – Selection of Representatives
10. Section 3.4 – Individual Representation
11. Section 3.5 – Union Visitation
12. Section 3.6 – Use of Bulletin Board
13. Section 3.7 – Notification to Union of Policies and Procedures
14. Article 5 – Hours of Work and Work Schedule
15. Article 6 – Staffing
16. Article 7 – Layoffs/Furloughs
17. Section 8.1– Wage Adjustments
 - Subsection (c)
18. Section 8.3 – Court Time
19. Section 8.4 – Detail Pay
20. Section 8.5 – Transition Pay
21. Section 9.2 – Overtime Assignment
22. Article 10 – Call-In and Hold Over Pay
23. Article 11 – Day Work and Alternate Work Schedule Pay
24. Article 12 – Advanced Life Support Pay
25. Article 13 – Special Operations Pay

26. Article 14 – Compensation for Temporary Assignments
27. Article 15 – Leave Benefits
28. Section 15.1 – Holidays
 - a. (Subsection (b), (d), (e))
29. Section 15.2 – Annual Leave
 - a. (Subsection (a) & (e))
30. Section 15.4 – Disability Leave
 - a. (Subsection (d))
31. Section 15.8 – Military Leave
32. Section 15.10 – Leave for Negotiations
33. Section 15.12 – Union Leave
34. Section 15.13 – Union Leave Bank
35. Section 15.14 – Leave Donation
36. Article 16 – Trading of Shifts and Early Relief
37. Section 18.1 – Fire Marshal’s Office
38. Section 18.2 – Physical Fitness Allowance
39. Article 19 – Grievance Procedure
40. Article 20 – Personnel Files
41. Article 22 – Safety and Health
42. Article 25 – Transfers
43. Article 26 – Substance Abuse Testing
44. Article 27 – Promotional Process and Registers
45. Article 28 – Union Insignia and Logo
46. Article 30 – Political Action Committee (P.A.C.) Deductions
47. Article 34 – Duration and Finality of Agreement