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

County Council of Howard County, Maryland

2023 Legislative Session Legislative Day No. 5

Bill No. 18 -2023

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 American Federation of State, County and Municipal Employees, Howard County Local 1810, AFSCME Maryland Council 3 (formerly Council 67, AFL-CIO) that will be effective through the end of Fiscal Year 2025 and that includes payment of certain compensation in future fiscal years; approving provisions in a collective bargaining agreement between Howard County and the American Federation of State, County and Municipal Employees, Howard County Local 1810, AFSCME Maryland Council 3, 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 American Federation of State, County and Municipal Employees, Howard County Local 1810, AFSCME Maryland Council 3.

Introduced and read first time, 2	2023. Ordered posted and hearing scheduled.
	By order Michelle Harrod, Administrator
Having been posted and notice of time & place of hearing second time at a public hearing on	g & title of Bill having been published according to Charter, the Bill was read for
	By order Michelle Harrod, Administrator
This Bill was read the third time on, 2023	and Passed, Passed with amendments, Failed
	By order Michelle Harrod, Administrator
Sealed with the County Seal and presented to the County	Executive for approval thisday of, 2023 at a.m./p.m.
	By orderMichelle Harrod, Administrator
Approved/Vetoed by the County Executive	, 2023
	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; <u>Underlining</u> indicates material added by amendment.

1	WHEREAS, the American Federation of State, County and Municipal Employees,
2	Howard County Local 1810, AFSCME Maryland Council 3 (formerly, Council 67, AFL-
3	CIO) ("Local 1810") and the County reached agreement through a Memorandum of
4	Agreement (the "Agreement") that is effective through June 30, 2024; and
5	
6	WHEREAS, in accordance with Section 1.111(e) of the Howard County Code, the
7	County Executive is required to submit to the County Council for its approval all provisions
8	in collective bargaining agreements that are in conflict with Title 1 "Human Resources" of
9	the Howard County Code or the Employee Manual (the "conflicting provisions"); and
10	
11	WHEREAS, by passage of Council Bill No. 29-2022, the County Council approved
12	the Agreement's conflicting provisions and approved the Agreement as a multi-year
13	obligation under Section 612 of the Howard County Charter; and
14	
15	WHEREAS, the parties engaged in a limited re-opener to discuss wages and have
16	now entered into an "Amendment to Memorandum of Agreement between Howard County,
17	Maryland and the American Federation of State, County and Municipal Employees, Howard
18	County Local 1810, AFSCME Maryland Council 3" (the "Amendment") in substantially the
19	form attached as Exhibit 1; and
20	
21	WHEREAS, as a result of those discussions, the parties agreed:
22	a) to new pay rates and scales, effective July 1, 2023, January 1, 2024, and
23	January 1, 2025; and
24	b) that the term of the Agreement will be extended by one (1) additional year,
25	through June 30, 2025; and
26	
27	WHEREAS, pursuant to Section 1.111(e) of the Howard County Code, the Amendment
28	adds additional conflicting provisions to those attached to Council Bill No. 29-2022 and a
29	comprehensive list of conflicting provisions in the original agreement and the Amendment
30	are attached as Exhibit 2; and
31	

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	American Federation of State, County and Municipal Employees, Howard County Local
12	1810, AFSCME Maryland Council 3, which shall be in substantially the same form as
13	Exhibit 1 attached to this Act.
14	
15	Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland
16	that the County Council hereby endorses and ratifies the County Executive's signature and
17	execution of the Amendment, which shall be in substantially the same form as Exhibit 1
18	attached to this Act, for such term in the name of and on behalf of the County.
19	
20	Section 3. And Be It Further Enacted by the County Council of Howard County, Maryland
21	that, in regard to the Amendment to Memorandum of Agreement between Howard County,
22	Maryland and the American Federation of State, County and Municipal Employees, Howard
23	County Local 1810, AFSCME Maryland Council 3, the County Council approves the
24	Conflicting Provisions, attached to Bill as Exhibit 2, that are in conflict with the provisions
25	of Title 1 "Human Resources" of the Howard County Code or the Employee Manual.
26	
27	Section 4. And Be It Further Enacted by the County Council of Howard County, Maryland
28	that if there is a conflict between the Amendment attached to this Act and the Howard County
29	Pay Plan, the provisions contained in the Amendment shall control.
30	
31	Section 5. And Be It Further Enacted by the County Council of Howard County, Maryland

- that, in accordance with Section 612 of the Howard County Charter, Section 1 and Section 2
- 2 of this Act shall be effective immediately upon its enactment.

3

- 4 Section 6. And Be It Further Enacted by the County Council of Howard County, Maryland
- 5 that, subject to Section 6, this Act shall become effective 61 days after its enactment.

AMENDMENT TO MEMORANDUM OFAGREEMENT BETWEEN HOWARD COUNTY, MARYLAND

AND

HOWARD COUNTY LOCAL 1810, AFSCME MARYLAND COUNCIL 3

Whereas, Howard County, Maryland and Howard County Local 1810, Council 67, AFL-CIO, entered into a collective bargaining agreement (Agreement) effective July 1, 2022 thru June 30, 2024;

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

Whereas, as a result of those discussions, the parties agreed to the following: a) add two steps, Step 22 and 23 to extend the pay scale b) the County will provide a 3% across the board increase effective July 1, 2023; c) the County will provide a 3% across the board increase effective January 1, 2024; d) the County will provide a 4% across the board increase effective January 1, 2025; and e) the term of the Agreement will be extended by one (1) additional year; and

Whereas, Local 1810 submitted the proposed changes enumerated above to its membership for vote the week of XXXXXXX, 2023 and the changes are expected to be 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 7 Section 7.1 replace the existing language with the following:

Section 7.1.-Salary Scale; Adjustments.

- (a) The pay rates for Fiscal Year 2024 are provided in Exhibit B1 and B2. Exhibit B1 shall be effective the first pay date after July 1, 2023 and shall remain in effect until the pay period which includes January 1, 2024. Exhibit B1 represents a 3% across the board increase. Exhibit B2 represents a 3% across the board increase to the pay scale in Exhibit B1.
- (b) The pay rates for Fiscal Year 2025 are provided in Exhibit B3. The pay rates in Exhibit B3 shall be effective the pay period which includes January 1, 2025. Exhibit B3 represents a 4% across the board increase to the pay scale in Exhibit B2.
- 2. In Article 21 replace the existing language with the following:

ARTICLE 21-DURATION AND FINALITY OF AGREEMENT

- (a) This agreement shall become effective as of July 1, 2022 12:01 AM and remain in full force and effect until midnight, June 30, 2025.
- (b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties hereto by their duly

FOR THE COUNTY:	FOR THE UNION:				
COUNTY EXECUTIVE	DDECIDENT Local 1910				
Calvin Ball	PRESIDENT, Local 1810 Rhonda Neubauer				
CHIEF ADMINISTRATIVE OFFICER Brandee Ganz					
COUNTY SOLICITOR Gary Kuc					
Reviewing Attorney:					
ASSISTANT COUNTY SOLICITOR Jamar Herry					

Office/Technical (OT) Scale - Local 1810

Effective July 1, 2023

23	\$58,672	\$31.27 \$65,048	\$34.60	\$79,819	\$42.52 \$88,437	7.13	537	197	142
						\$47.13	\$52.18	\$17.79	\$64.01 \$133,142
72	\$56,963	\$69,153	\$33.59	\$37.26	\$41.28	\$45,76	\$50.66 \$105,976	\$56.10 \$116,696	\$129,264
ដ	\$26.59	\$29.48	\$32.61	\$36.17	\$40.08 \$83,360	\$44,43	\$49,19	\$54.4 7 \$113,297	\$60.34 \$125,499
20	\$25.81	\$28.62	\$31.66	\$35.12	\$38.91	\$89,713	\$47.75	\$52.88 \$109,997	\$58.58 \$121,845
19	\$25.06	\$27.79	\$30.74	\$70,921	\$778,577	\$41.88	\$46.36	\$51.34	\$56.87
18	\$24.34	\$26.99	\$29.85	\$33.12	\$36.67	\$40.66	\$45,00	\$49.83	\$55.21
17	\$23.64	\$54,489	\$28.98	\$32.14	\$35.61	\$39.47	\$43.70	\$48.39	\$53.60
16	\$22.94	\$25.41	\$28.13 \$58,513	\$31.19	\$34.56	\$38.30	\$42.43	\$47,00	\$52.03 \$108,230
15	\$22.26	\$24,67	\$27.32	\$30.27	\$33.56 \$69,803	\$37.19	\$41.20	\$45.61	\$50.51
14	\$21.62	\$49,815	\$55,159	\$29,39	\$32.57	\$36.10	\$38,98	\$44,29	\$49.02
13	\$43,649	\$23,23	\$25.73	\$59,286	\$31.59	\$35.02	\$38,79	\$42.98	\$47.59
12	\$42,307	\$22.56	\$24.97 551,928	\$57.58	\$30.67	\$34.00	\$37.66	\$41.71	\$46.20
11	\$19.79	\$45,489	\$24.27	\$55,882	\$52,921	\$32.99	\$36.54	\$40.50	\$44.84
10	\$39,869	\$21.25	\$23.57	\$26.10 \$54,289	\$60,081	\$32.01	\$35,48	\$39,31	\$43.53
Ø)	\$38,749	\$42,881	\$22.81	\$52,648	\$58,366	\$31.10	\$34.40	\$38.11	\$42.25 \$87,881
00	\$38,334	\$19.98	\$22,16	\$24,55	\$27.21 \$56,602	\$30.16	\$33.38 \$69,432	\$37.01	\$41.01
7	\$37,923	\$19.42	\$44,721	\$23.84	\$26,40 \$54,911	\$29.27	\$32,43 \$67,458	\$35.91	\$39.81
9	\$18.06	\$18.85	\$20.88	\$23.15	\$25.63 \$53,320	\$28.40	\$31.48	\$34.82	\$38.62
ĸ	\$37,068	\$38,034	\$28.26 \$42,134	\$22.47	\$24.88	\$27.56	\$30.55	\$33.83	\$37.50
4	\$36,775	\$37,285	\$40,891	\$45,317	\$24.13	\$55,862	\$29.64	\$32.82	\$36.35
m	\$17.53	\$17.82	\$39,688	\$43,997	\$23.42	\$25.93	\$28.78	\$31.86	\$35.28
7	\$17.39 \$35,156	\$17.67	\$18,49	\$70,52	\$22.73	\$52,371	\$27.91	\$30.92	\$34.24
н	\$17.25	\$17.52	\$37,386	\$41,413	\$22,06	\$50,837	\$27,06	\$30.02	\$33.24
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Office/Technical (OT) Scale - Local 1810

Effective January 1, 2024

23	2 2	e on	m o	ळ च	9.0	4 m	w m	tv tn	m, up
2	\$50,432	\$56,999	\$35.63	\$39.53	\$91,090	\$48.54	\$53.75	\$\$9.52 \$123,803	\$65,93 \$137,136
77	\$28.21	\$31.27	\$71,960	\$78.37	\$42.52	\$47,13	\$52.18	\$57.79	\$133,142
21	\$55,963	\$30.36	\$33.59 \$69,864	\$37.26	\$41.28	\$45.76	\$50.66	\$56.10	\$129,264
20	\$26.59	\$29.48	\$32.61	\$36.17	\$40.08	\$44,43	\$49.19	\$54.47	\$60.34
19	\$25.81	\$28.62	\$31.66	\$33.12	\$38.91	\$43.13	\$47.75	\$52.88	\$58.58 \$121,845
18	\$25.07	\$27.80	\$30.75	\$34.11	\$37.77	\$41.88	\$46.35 \$96,416	\$51.33	\$56.87 \$118,280
17	\$24.35	\$26,98 \$56,124	\$29.8\$	\$33.10	\$36.68	\$40.66	\$45,01	\$49.84 \$103,672	\$55.21
18	\$23.63	\$26.17	\$28.98	\$32.13	\$35.60	\$39,45	\$43.70	\$48.41	\$53.59 \$111,477
15	\$22.93	\$25.41 \$52,844	\$28.14	\$31.18 \$64,854	\$34.57	\$38.30	\$42,43 \$88,258	\$46.98	\$52.03
3.4	\$22.27	\$51,309	\$27.31	\$30.27	\$33.54	\$17.18	\$41,18	\$45.52	\$105,025
13	\$21.61	\$23.93	\$26.50	\$29.36 \$61,065	\$32.53	\$36.07	\$39.96	\$44.27	\$49.02 \$101,963
27	\$20.95	\$23.24	\$25.71	\$28.51	\$31.59	\$35.02	\$38,79	\$42,36	\$47.58
11	\$20.38 \$42,398	\$22.53	\$52,003	\$27.67	\$30.66	\$33.98	\$37.64	\$41.72	\$46.19
10	\$19.74	\$21.89	\$50,492	\$26.88 \$55,918	\$29.75	\$32.97	\$36.54	\$40.49	\$93,252
Ó	\$39,911	\$21.23	\$23,50 \$48,877	\$26.07 \$54,227	\$28.90	\$32.03	\$35.43	\$39.26	\$43.52
902	\$18.98	\$20.58	\$22.82 \$47,469	\$52,591	\$28.03	\$54,610	\$15,172	\$38.12	\$42.24
7	\$18.78 \$39,061	\$20.00	\$22.15 \$46,063	\$24.56	\$56,558	\$30.15	\$33.40	\$36.99	\$41.01
va	\$38,683	\$19.41	\$21.50	\$23.84	\$54,920	\$29.25	\$32.43	\$35.87	\$39.78
ıń	\$18.36	\$18.83	\$20.86	\$23.14	\$25,63	\$59,038	\$31.46	\$34.84	\$38.63
4	\$18.21	\$18.45	\$42,138	\$46,577	\$51,693	\$57,332	\$63,508	\$33.80	\$37.44
m	\$18.05	\$18.36	\$40,889	\$21.79	\$24.13 \$50,182	\$55,550	\$29.64	\$32.81	\$36.34
2	\$37,251	\$18.20	\$19.04	\$21.13	\$48,700	\$55,942	\$59,75	\$66,241	\$73,348
H	\$17.76	\$18.04	\$38,508	\$20.51	\$22.72	\$25.17	\$27,38	\$30.92	\$34.24
Grade	ų	á	ш	b.	ø	T	_	_	×

Office/Technical (OT) Scale - Local 1810

Effective January 1, 2925

23	\$30.22	\$33,50 \$69,679	\$37.06	\$41.11	\$45.55	\$50.49	\$55.90	\$61.98	\$68.57 \$142,621
22	\$29.34 \$61,019	\$32.52	\$35.98	\$39.91	\$44.22 \$91,974	\$49.02	\$54.27 \$112,678	\$60.10 \$125,005	\$56.57 \$138,469
2.1	\$28.48 \$59,242	\$31.58	\$34.93	\$38.75	\$42.93	\$98,984	\$52,69	\$58,35 \$121,364	\$54,63 \$134,435
20	\$27.65 \$57,516	\$30.66	\$33.91 \$70,542	\$37.62	\$41,68	\$46.20	\$1,15	\$56,65	\$130,520
19	\$26.85	\$29.76	\$32.93	\$36.52	\$40.47	\$44.86	\$49.66 \$103,301	\$55.00 \$114,397	\$60.92 \$126,719
18	\$26.07	\$28.91	\$31.98	\$35.47	\$39.28	\$43.55 \$90,588	\$48.21	\$53,38 \$111,027	\$59.14 \$123,011
17	\$25.33	\$28.06	\$31.04	\$34.42	\$38,15	\$42.28	\$46.8 2 \$97,376	\$51.84	\$57.42 \$119,433
16	\$24.57	\$27.22	\$52,679	\$33.41	\$37.02	\$41.03	\$45.45	\$50.34	\$55.74
15	\$23,85	\$26,42	\$29.26	\$32.43 \$67,448	\$35.95	\$39.84	\$44.13	\$48.86 \$101,629	\$54,11 \$112,542
14	\$23.16	\$25,65	\$59,087	\$65,478	\$34,89	\$38.67 \$80,432	\$42.82	\$47.44	\$52.51
13	\$45,756	\$51,764	\$27.56	\$30.53	\$33.84 \$70,378	\$78,030	\$41.56 \$86,438	\$46.04	\$50.98
12	\$45,319	\$50,275	\$26.74	\$29.65	\$32.85	\$75,761	\$88,903	\$92,936	\$49.49
#	\$21.70	\$23,43	\$26.00	\$28.78 \$59,860	\$31,89	\$35,34	\$39.15	\$90,247	\$48.09
10	\$42,708	\$22,76	\$55.25	\$27.96 \$58,155	\$30.94	\$34.29	\$38.00	\$42.11	\$96,982
G)	\$41,507	\$22.08	\$24,44	\$27.11	\$30.06	\$33,31	\$36.85	\$40.83	\$45.26 \$94,138
90	\$19.74	\$21.46	\$23.73	\$26.30 \$54,695	\$29,15	\$42.30	\$74,376	\$39.65	\$43.93
۱۰	\$19.53	\$43,268	\$23.03	\$25.54	\$28.28 \$58,820	\$31,35	\$72,261	\$38,47	\$42,65
ú	\$19.34	\$20.19	\$22.36	\$24.80 \$51,577	\$27.46	\$63,280	\$33.72	\$37.30	\$41.37
LA	\$19.09	\$19.59	\$45,134	\$50,051	\$26,65	\$29.52	\$68,059	\$36.24	\$40.18
4	\$18.94	\$39,940	\$21.06	\$23.34	\$53,761	\$28.67	\$31.75	\$35.15 \$73,122	\$38.93
m	\$18.78	\$39,707	\$20,44	\$17.66	\$52,189	\$57,772	\$30.82	\$70,981	\$37.79
2	\$18.63	\$18.93	\$12.80	\$21.98	\$24.35	\$26.97	\$29.90 \$62,185	\$33.12	\$36.67 \$76,282
ਜ	\$18,48	\$18.76	\$19.25	\$21.33	\$23.63	\$26.18	\$28.99	\$32.16	\$35.61
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Exhibit 2

Sections/Articles containing Conflicting Provisions

1.	Section 1.4	New Classifications
2.	Section 1.5	Union Continuity
3,	Section 2.2	Dues Deductions for Employees who Join the Union
4.	Section 2.3	Periodic Dues Deductions
5.	Section 2.4	Authorization for Dues Deductions
6.	Section 2.5	Insufficient Pay for Dues
7.	Section 2.6	Amount of Dues
8.	Section 2.7	Indemnification Clause
9.	Section 3.1	Designation of Representatives
10.	Section 3.3	Individual Representation
11.	Section 3.4	Union Visitation
12.	Section 3.5	Union Representation
13.	Section 3.6	Union Office
14.	Section 3.7	Orientation
15.	Section 3.8	Informational Meetings
16.	Section 3.9	Bulletin Boards
17.	Section 7.3	Meal Allowances
18.	Section 8.1	Shift Differential
19.	Section 8.2	Overtime – FLSA Non-Exempt Employees
20.	Section 8.3	Call-in Pay
21.	Section 8.4	Stand-by Pay
22.	Section 8.6	Emergencies
23.	Section 8.7	Temporary Assignment Pay
24.	Section 8.8	Certification Premium
25.	Article 9	Secondary Employment
26.	Section 10.1	Holidays
27	Section 10.2	Annual Leave

28.

Section 10.4 Disability Leave

- 29. Section 10.10 Union Leave
- 30. Section 10.12 Fatigue Leave
- 31. Section 11.1 Health Insurance
- 32. Section 11.3 Separation from Employment
- 33. Article 13 Grievance Procedure
- 34. Section 14.2 Removal of Information
- 35. Section 14.3 Employee Additions
- 36. Article 15 Safety
- 37 Article 16 Use of Telephones
- 38. Article 17 P.E.O.P.L.E. Deduction
- 39. Section 18.1 Vacancies
- 40. Section 18.2 Work Standards Trial Period
- 41. Section 18.3 Demotions
- 42. Article 21 Duration and Finality of Agreement