

Introduced 05.01.2023
Public Hearing 05.15.2023
Council Action 05.24.2023
Executive Action 06.01.2023
Effective Date 08.01.2023

County Council of Howard County, Maryland

2023 Legislative Session

Legislative Day No. 5

Bill No. 15 -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 3888, 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 3888, 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 3888, AFSCME Maryland Council 3.

Introduced and read first time May 1, 2023. Ordered posted and hearing scheduled.

By order Michelle Harrod
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 May 15, 2023.

By order Michelle Harrod
Michelle Harrod, Administrator

This Bill was read the third time on May 24, 2023 and Passed , Passed with amendments _____, Failed _____.

By order Michelle Harrod
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 26 day of May, 2023 at 5⁰⁰ a.m./p.m.

By order Michelle Harrod
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive June 1, 2023

Calvin Ball
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 American Federation of State, County and Municipal Employees,
2 Howard County Local 3888, AFSCME Maryland Council 3 (formerly Council 67, AFL-
3 CIO) (“Local 3888”) 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. 68-2022, 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 3888, 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 January
23 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
28 Amendment adds additional conflicting provisions to those attached to Council Bill No. 68-
29 2022 and a comprehensive list of conflicting provisions in the original agreement and the
30 Amendment 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 3888, 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 3888, 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
32 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

**HOWARD COUNTY LOCAL 3888, AFSCME MARYLAND
COUNCIL 3**

Whereas, Howard County, Maryland and Howard County Local 3888, 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 21 and 22 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 3888 submitted the proposed changes enumerated above to its membership for vote the week of XXXXXX, 2023 and the changes are expected to be 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 A and B. Exhibit A 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. The pay scale in Exhibit A reflects a 3% across the board increase over the existing pay scale. Exhibit B shall be effective the pay period which includes January 1, 2024. Exhibit B represents a 3% across the board increase to the pay scale in Exhibit A.
- (b) The pay rates for Fiscal Year 2025 are provided in Exhibit C. The pay rates in Exhibit C shall be effective the pay period which includes January 1, 2025. Exhibit C reflects a 4% across the board increase to the pay scale in Exhibit B.

2. In Article 23 replace the existing language with the following:

ARTICLE 23-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 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.

3. On page iv of the Table of Contents:

Delete "EXHIBIT A & B- SALARY SCALES-.....26"

and replace with:

"EXHIBIT A, B, & C- SALARY SCALES-.....26"

Renumber the remaining Exhibits.

- 4. Remove Exhibit A and B from the Agreement and substitute the revised A and B as attached to this agreement.
- 5. Insert Exhibit C. as attached to this Agreement, 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 _____, 2023

FOR THE COUNTY:

FOR THE UNION:

COUNTY EXECUTIVE
Calvin Ball

PRESIDENT, Local 3888
Gary Stewart

CHIEF ADMINISTRATIVE OFFICER
Brandee Ganz

COUNTY SOLICITOR
Gary Kuc

ACTING, DIRECTOR OF RECREATION
AND PARKS
Nicola Morgal

DIRECTOR OF PUBLIC WORKS
Yosef Kebede

Reviewing Attorney:

ASSISTANT COUNTY SOLICITOR
Jamar Herry

Salary Scale OS (Operations Supervisors) - Local 3888

Effective July 1, 2023

These rates are calculated based on a 40 Hour Work Week

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
I	\$28.74 \$59,779	\$29.60 \$61,568	\$30.52 \$63,482	\$31.47 \$65,354	\$32.39 \$67,371	\$33.36 \$69,389	\$34.34 \$71,427	\$35.40 \$73,632	\$36.51 \$75,941	\$37.61 \$78,229	\$38.75 \$80,600	\$39.91 \$83,013	\$41.13 \$85,550	\$42.38 \$88,150	\$43.64 \$90,771	\$44.97 \$93,538	\$46.32 \$96,346	\$47.71 \$99,237	\$49.14 \$102,211	\$50.61 \$105,269	\$52.13 \$108,430		
J	\$31.82 \$66,186	\$32.77 \$68,162	\$33.76 \$70,221	\$34.80 \$72,364	\$35.87 \$74,505	\$36.95 \$76,856	\$38.07 \$79,186	\$39.20 \$81,536	\$40.44 \$84,115	\$41.67 \$86,674	\$42.92 \$89,274	\$44.21 \$91,957	\$45.57 \$94,786	\$46.93 \$97,514	\$48.35 \$100,568	\$49.79 \$103,583	\$51.27 \$106,642	\$52.81 \$109,845	\$54.40 \$113,151	\$56.07 \$116,522	\$57.70 \$120,016		

Salary Scale OS (Operations Supervisors) - Local 3888

Effective January 1, 2024

These rates are calculated based on a 40 Hour Work Week

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
I	\$61,558	\$63,419	\$65,295	\$67,309	\$69,389	\$71,469	\$73,570	\$75,837	\$78,229	\$80,579	\$83,013	\$85,509	\$88,109	\$90,792	\$93,496	\$96,346	\$99,237	\$102,211	\$105,269	\$108,430	\$111,675	
J	\$68,162	\$70,200	\$72,322	\$74,547	\$76,731	\$79,165	\$81,557	\$83,990	\$86,632	\$89,274	\$91,957	\$94,723	\$97,635	\$100,547	\$103,584	\$106,662	\$109,845	\$113,131	\$116,522	\$120,016	\$123,614	

Salary Scale OS (Operations Supervisors) - Local 3888

Effective January 1, 2025

40 Hour Work Week

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
I	\$30.78 \$64,022	\$31.71 \$65,957	\$32.70 \$68,016	\$33.65 \$69,992	\$34.69 \$72,155	\$35.73 \$74,318	\$36.78 \$76,502	\$37.97 \$78,874	\$39.11 \$81,349	\$40.29 \$83,803	\$41.51 \$86,341	\$42.75 \$88,920	\$44.05 \$91,624	\$45.40 \$94,432	\$46.75 \$97,240	\$48.17 \$100,194	\$49.62 \$103,210	\$51.11 \$106,309	\$52.63 \$109,470	\$54.22 \$112,778	\$55.84 \$116,147	
J	\$34.08 \$70,866	\$35.10 \$73,008	\$36.16 \$75,213	\$37.27 \$77,522	\$38.37 \$79,810	\$39.58 \$82,326	\$40.78 \$84,822	\$42.00 \$87,360	\$43.32 \$90,106	\$44.64 \$92,851	\$45.98 \$95,638	\$47.36 \$98,509	\$48.82 \$101,546	\$50.27 \$104,562	\$51.79 \$107,723	\$53.33 \$110,926	\$54.92 \$114,234	\$56.57 \$117,666	\$58.26 \$121,181	\$60.01 \$124,821	\$61.81 \$128,555	

Sections/Articles containing Conflicting Provisions

1. Section 1.4 – New Classifications
2. Section 1.6 – Union Continuity
3. Section 2.2 – Dues Deductions for Employees who Join the Union.
4. Section 2.3 – Periodic Dues
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 2.8 – P.E.O.P.L.E. Deduction
10. Section 3.1 – Designation of Representatives
11. Section 3.3 – Individual Representation
12. Section 3.4 – Union Visitation
13. Section 3.5 – Union Representation
14. Section 3.7 – Union Office
15. Section 3.8 – Orientation
16. Section 3.10 – Informational Meetings
17. Section 5.1 – Regular Workweek
18. Section 5.5 – Testing; Medical Examinations
19. Section 5.6 – Paid Status
20. Section 5.7 – Fatigue Status
21. Section 7.4 – Meal Allowances
22. Section 8.1 – Shift Differential
23. Section 8.2 - Overtime
24. Section 8.3 – Call-in-Pay
25. Section 8.4 - Stand-by Pay
26. Section 8.5 - Construction Maintenance Premium
27. Section 8.6 – Commercial Driver’s Licenses (CDLs)
28. Section 8.8 - Water Treatment License Premium
29. Section 8.9 – Mechanics’ Certification Premium
30. Section 8.10 – Emergencies

31. Section 8.11 – Supervisor Pay
32. Section 8.12 – Temporary Assignment Pay
33. Section 8.13 - Deer Management Program Premium
34. Article 9 – Secondary Employment
35. Section 10.1 – Holidays
(Subsections b-f, h, and i)
36. Section 10.2 – Annual Leave
(Subsections b, d, and f)
37. Section 10.4 – Disability Leave
(Subsection c)
38. Section 10.10 – Union Leave
39. Section 11.1 – Health Insurance
(Subsection d)
40. Article 12 – Protective Clothing and Uniforms
41. Article 13 – Grievance Procedure
42. Section 14.2 – Removal of Information
43. Section 14.3 – Employee Additions
44. Article 15 – Safety
45. Article 16 – Tool Replacement
46. Article 17 – Use of Telephones
47. Section 19.1 – Vacancies
48. Section 19.2 – Work Standards – Trial Period
49. Section 19.3 – Demotions
50. Article 20 – Labor/Management Committee
51. Article 23 – Duration and Finality of Agreement



Howard County

Internal Memorandum

SUBJECT: Council Testimony and Fiscal Impact Statement

TO: Brandee Ganz
Chief Administrative Officer

FROM: Raul Delerme 
Deputy Chief Administrative Officer

DATE: April 19, 2023

The administration supports and urges the passage of Council Bill ___-2023 which relates to the approval of an extension to, and the adoption of conflicting provisions contained in the negotiated collective bargaining agreement with Local 3888 for fiscal years 2024 and 2025.

The bill is submitted to the county council pursuant to Section 1.111(e) of the Howard County Code for the Council to approve agreed upon provisions in the collective bargaining agreement that conflict with the personnel provisions of the County code and the Employee Manual.

Local 3888 and the County are Parties to the Agreement approved by the passage of Council Bill No. CB68-2022 that is in effect through June 30, 2024. The bill prefiled with the Council will extend the current Agreement. The Bill Exhibit 1 is the negotiated extension in its entirety. Exhibit 2 to the Bill contains all provisions determined to be in conflict with the Pay Plan and employee manual. The purpose is to give the Council a comprehensive assessment of the differences between the extended collective bargaining agreement negotiated with these employees and the county's personnel provisions.

The negotiated agreement with Local 3888 provides that it will extend the terms of the current agreement for one additional year which will now have a term through June 30, 2025. For fiscal year 2024, the extended agreement includes a 3% across the board increase effective the pay period that includes July 1, 2023 and a 3% across the board increase effective January 1, 2024. For fiscal year 2025, the pay scale is adjusted to be a 4% across the board increase effective the pay period that includes January 1, 2025. The extended agreement provides for a two-step increment at the top of the pay scales.

The fiscal impact in FY 2024 is approximately \$302,000 and the fiscal impact in FY 2025 is approximately \$142,000.

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on June 1, 2023.

Michelle Harrod
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on _____, 2023.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on _____, 2023.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on _____, 2023.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on _____, 2023.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on _____, 2023.

Michelle Harrod, Administrator to the County Council