

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

County Council of Howard County, Maryland

2024 Legislative Session

Legislative Day No. 5

Bill No. 21 -2024

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

Short Title: Amendment to Memorandum of Agreement – Local 3888

Title: AN ACT approving an amendment to a multi-year collective bargaining agreement between Howard County and the Howard County Local 3888, AFL-CIO Maryland Council 3 that amends certain compensation to be paid during Fiscal Year 2025; approving provisions in an amendment to a collective bargaining agreement between Howard County and the Howard County Local 3888, AFL-CIO 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 Howard County Local 3888, AFL-CIO Maryland Council 3.

Introduced and read first time _____, 2024. 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 _____, 2024.

By order _____
Michelle Harrod, Administrator

This Bill was read the third time on _____, 2024 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 _____, 2024 at ___ a.m./p.m.

By order _____
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive _____, 2024

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 *approves the Conflicting Provisions, attached to Bill as Exhibit 2, that are in conflict with the*
2 *provisions of Title 1 "Human Resources" of the Howard County Code or the Employee*
3 *Manual.*

4

5 ***Section 2. And Be It Further Enacted*** *by the County Council of Howard County, Maryland*
6 *that if there is a conflict between the Amendment attached to this Act and the Howard County*
7 *Pay Plan, the provisions contained in the Amendment shall control.*

8

9 ***Section 3. And Be It Further Enacted*** *by the County Council of Howard County, Maryland*
10 *that the provisions of this Act shall apply to the pay period that begins on July 1, 2024.*

11

12 ***Section 4. And Be It Further Enacted*** *by the County Council of Howard County, Maryland*
13 *that 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, 2025;

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) the County will provide a 2% across the board increase effective July 1, 2024; b) the County will provide a 3% across the board increase effective January 1, 2025

Whereas, Council 3 and Local 3888 presidents have agreed to these changes;

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.

- (b) The pay rates for Fiscal Year 2025 are provided in Exhibit C and Exhibit D. The pay rates in Exhibit C shall be effective the pay period which includes July 1, 2024. Exhibit C reflects a 2% across the board increase to the pay scale in Exhibit B. The pay rates in Exhibit D shall be effective the pay period which includes January 1, 2025. Exhibit D reflects a 3% across the board increase to the pay scale in Exhibit C.

2. On page iv of the Table of Contents:

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

Replace with: "EXHIBIT A, B, C, & D- SALARY SCALES-.....26"

3. Remove Exhibit C from the Agreement and substitute revised C. Insert Exhibit D attached to this Agreement.

Renumber the remaining Exhibits.

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

EXHIBIT C

**OS SCHEDULE:
OPERATIONS SUPERVISOR - LOCAL 3888 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
EFFECTIVE JULY 1, 2024**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
I	\$30.19	\$31.10	\$32.07	\$33.01	\$34.03	\$35.05	\$36.08	\$37.19	\$38.36	\$39.51	\$40.71	\$41.93	\$43.21	\$44.52	\$45.85	\$47.25	\$48.66	\$50.12	\$51.62	\$53.17	\$54.76	
	\$62,795	\$64,688	\$66,706	\$68,661	\$70,782	\$72,904	\$75,046	\$77,355	\$79,789	\$82,181	\$84,677	\$87,214	\$89,877	\$92,602	\$95,368	\$98,280	\$101,213	\$104,250	\$107,370	\$110,594	\$113,901	
J	\$33.43	\$34.43	\$35.47	\$36.56	\$37.63	\$38.82	\$39.99	\$41.19	\$42.48	\$43.78	\$45.09	\$46.45	\$47.88	\$49.31	\$50.80	\$52.31	\$53.87	\$55.48	\$57.14	\$58.85	\$60.62	
	\$69,534	\$71,614	\$73,778	\$76,045	\$78,270	\$80,746	\$83,179	\$85,675	\$88,358	\$91,062	\$93,787	\$96,616	\$99,590	\$102,565	\$105,664	\$108,805	\$112,050	\$115,398	\$118,851	\$122,408	\$126,090	

EXHIBIT D

**OS SCHEDULE:
OPERATIONS SUPERVISOR - LOCAL 3888 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
EFFECTIVE JANUARY 1, 2025***

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
I	\$31.10	\$32.03	\$33.03	\$34.00	\$35.05	\$36.10	\$37.16	\$38.31	\$39.51	\$40.70	\$41.93	\$43.19	\$44.51	\$45.86	\$47.23	\$48.67	\$50.12	\$51.62	\$53.17	\$54.77	\$56.40	
	\$64,688	\$66,622	\$68,702	\$70,720	\$72,904	\$75,088	\$77,293	\$79,685	\$82,181	\$84,656	\$87,214	\$89,835	\$92,581	\$95,389	\$98,238	\$101,234	\$104,250	\$107,370	\$110,594	\$113,922	\$117,312	
J	\$34.43	\$35.46	\$36.53	\$37.66	\$38.76	\$39.98	\$41.19	\$42.43	\$43.75	\$45.09	\$46.44	\$47.84	\$49.32	\$50.79	\$52.32	\$53.88	\$55.49	\$57.14	\$58.85	\$60.62	\$62.44	
	\$71,614	\$73,757	\$75,982	\$78,333	\$80,621	\$83,158	\$85,675	\$88,254	\$91,000	\$93,787	\$96,595	\$99,507	\$102,586	\$105,643	\$108,826	\$112,070	\$115,419	\$118,851	\$122,408	\$126,090	\$129,875	

NOTE:

* THE PAY PLAN WILL BE IMPLEMENTED AT THE BEGINNING OF THE PAY PERIOD IN WHICH JANUARY 1, 2025, FALLS.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this day of _____, 2024

.FOR THE COUNTY:

FOR THE UNION:

COUNTY EXECUTIVE
Calvin Ball

PRESIDENT, Local 3888
Gary Stewart

CHIEF ADMINISTRATIVE OFFICER
Brandee Ganz

PRESIDENT, Council 3
Patrick Moran

COUNTY SOLICITOR
Gary Kuc

DIRECTOR OF RECREATION AND PARKS
Nicholas Mooneyhan

DIRECTOR OF PUBLIC WORKS
Yosef Kebede

Reviewing Attorney:

ASSISTANT COUNTY SOLICITOR

2022-2025 Negotiations - Conflicting Provisions - Local 3888

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