

Introduced \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Council Action \_\_\_\_\_  
Executive Action \_\_\_\_\_  
Effective Date \_\_\_\_\_

## County Council of Howard County, Maryland

2024 Legislative Session

Legislative Day No. 5

### Bill No. 25 -2024

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

Short Title: Amendment to Memorandum of Agreement- Howard County Public Safety Dispatchers Association

Title: AN ACT approving an amendment to a multi-year collective bargaining agreement between Howard County and the Howard County Public Safety Dispatchers Association that will be effective through the end of Fiscal Year 2026 and that includes payment of certain compensation in future fiscal years; approving provisions in a collective bargaining agreement between Howard County and the Howard County Public Safety Dispatchers Association, 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 Public Safety Dispatchers Association.

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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

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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 Howard County Public Safety Dispatchers Association (“Union”)  
2 and the County reached agreement through a Memorandum of Agreement (the “Agreement”)  
3 that is effective through June 30, 2024; 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. 30-2022, the Council approved the  
11 Agreement’s conflicting provisions and approved the Agreement as a multi-year obligation  
12 under Section 612 of the Howard County Charter; and  
13

14           **WHEREAS**, the parties engaged in a limited re-opener to discuss wage and pension  
15 and have now entered into an “Amendment to Memorandum of Agreement between Howard  
16 County, Maryland and the Howard County Public Safety Dispatchers Association” (the  
17 “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 County will provide a 4% across the board increase effective January 1, 2025;
- 21           b) the County will provide a 2% across the board increase effective January 1, 2026;
- 22           c) the County will complete an actuarial study regarding pension and make  
23           recommendations to the County Executive, Pension Oversight Committee, and  
24           County Council;
- 25           d) the term of the Agreement will be extended through June 30, 2026; 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. 30-  
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 the Memorandum of Agreement between Howard County, Maryland and the  
11 Howard County Public Safety Dispatchers Association, as provided in Section 1.606(e) of the  
12 Howard County Code, which shall be in substantially the same form as Exhibit 1 attached to  
13 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 the Memorandum of Agreement between Howard  
22 County, Maryland and the Howard County Public Safety Dispatchers Association, the  
23 County Council approves the Conflicting Provisions, attached to Bill as Exhibit 2, that are in  
24 conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the  
25 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

1 *that the provisions of this Act shall apply to the pay period that begins on July 1, 2024.*

2

3 ***Section 6. And Be It Further Enacted*** *by the County Council of Howard County, Maryland*  
4 *that, in accordance with Section 612 of the Howard County Charter, Section 1 and Section 2*  
5 *of this Act shall be effective immediately upon its enactment.*

6

7 ***Section 7. And Be It Further Enacted*** *by the County Council of Howard County, Maryland*  
8 *that, subject to Section 6, this Act shall become effective 61 days after its enactment.*

**EXHIBIT 1**

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

**AND**

**HOWARD COUNTY PUBLIC SAFETY DISPATCHERS'  
ASSOCIATION (HCPSDA)**

**Whereas**, Howard County, Maryland and Howard County Public Safety Dispatchers' Association (HCPSDA), entered into a collective bargaining agreement (Agreement) effective July 1, 2024;

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

**Whereas**, as a result of those discussions, the parties agreed that:

**Whereas**, HCPSDA submitted the proposed changes enumerated above to its membership for vote the week of November 1, 2023 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 7 Section 7.1 and 7.2 replace the existing language with the following:

**ARTICLE 7 – COMPENSATION**

**Section 7.1. – Salary Scale; Wage Adjustments.**

1. The salary scales for Fiscal Years FY2023, FY2024, FY2025, and FY2026 are attached in Exhibits B, C, D, E, F, and G. Exhibit B is effective the pay period that includes July 1, 2022 and reflects a 2% across the board increase over the pay scale in effect as of January 1, 2022. and adding a 22-year Step at the top of the scale at 3% above step 19. Exhibit C is effective the pay period that includes January 1, 2023 and reflects a 1% across the board increase over Exhibit B. Exhibit D is effective the pay period that includes January 1, 2024 and reflects a 2% across the board increase over Exhibit C. Exhibit E is effective the pay period that includes July 1, 2024 and reflects a 4% across the board increase over Exhibit D. Exhibit F is effective the pay period that includes January 1, 2025 and reflects a 4% across the board increase over Exhibit E. Exhibit G is effective the pay period that includes January 1, 2026 and reflects a 2% across the board increase over Exhibit F.

For FY2024 and FY2025, in the event that the County Executive and/or the County Council does not approve or fund any part of the Agreement with regard to wages, then, notice of that disapproval will be provided to the Association as soon as practicable. Upon notice to the Union, the Compensation (Article 7) section of the FY 2025 Agreement shall be reopened and subject to the collective bargaining process including the Impasse Procedures at Sec. 1.608 of the County Code (with alternative dates to be agreed upon by the parties).

### **Section 7.2. - Step Increments.**

For Fiscal Years FY2023, FY2024, FY2025, and FY2026 an employee who meets performance standards established by the Department and who is eligible for a step increment shall receive the increment beginning on the first day of the pay period during which the employee's anniversary date occurs.

2. In Article 18 update and add the following language:

### **ARTICLE 18 – PENSION PLAN**

*\*Remove current language in paragraphs 2 and 3; insert the language below:\**

The County agrees to work with the Union to complete an actuarial study to determine increasing service credit for all members from the current levels to 2.00% service credit for years 0-25 years and reducing service credit from 25 years to 30 years to 1.00% and 0% for service above 31 years of service.

The actuary study will calculate the annual cost of the enhanced pension benefit to the County based on assumed member contribution rate of 10% effective 7/1/2024 and three years of delay in the implementation of new benefits effective 7/1/2027.

Upon completion of the study the parties will review the results to determine feasibility of the proposed changes. In the event that the parties agree, the proposal shall be presented to the County Executive by January 30, 2024 for his review and approval.

If the County Executive approves the proposal, the Union will present it to their membership for ratification. Upon ratification, the County Executive will sponsor and support legislation adopting the proposal for consideration by the Pension Oversight Commission and the County Council.

The County will pay for the actuarial study. It is the intent of the parties to have the initial study completed by November 1, 2023, contingent on the actuarial's agreement. This language will sunset on July 1, 2026.

For FY2024 and FY2025, the event that the County Executive, Pension Oversight Commission, and/or County Council does not approve proposed changes to the pension, notice of the disapproval shall be provided as soon as practicable. Upon notice to the Union, Article

18 shall be reopened and subject to the collective bargaining process including the Impasse Procedures of Sec. 1.608 of the County Code.

3. In Article 21 replace the existing language with the following:

**ARTICLE 21 - DURATION AND FINALITY OF AGREEMENT**  
**THREE YEAR DURATION**

This agreement shall be effective from July 1, 2022 to June 30, 2026.

- (a) 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.
- (b) 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.
- (c) The parties shall reopen negotiations for a successor agreement not later than January 1, 2026.

5. On page iii of the Table of Contents:

Add "EXHIBIT E WAGE SCALE FY2025.....32"  
Add "EXHIBIT F WAGE SCALE FY2026.....33"  
Add "EXHIBIT G WAGE SCALE FY2027.....34"

6. Revise EXHIBIT E-EXTRACT OF SECTION VII-APPEALS...."32" to EXHIBIT H-EXTRACT OF SECTION VII -APPEALS....."35"

7. Revise EXHIBIT F-FAMILY AND MEDICAL LEAVE PROVISION EXTRACT...."36" to EXHIBIT I-FAMILY AND MEDICAL LEAVE PROVISION EXTRACT....."41"

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

**EXHIBIT E**

**D SCHEDULE: HOWARD COUNTY PUBLIC SAFETY DISPATCHERS ASSOCIATION (LODGE 107)  
EFFECTIVE JULY 1, 2024**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	22 Year
G	\$25.01	\$25.76	\$26.55	\$27.34	\$28.16	\$29.00	\$30.88	\$31.80	\$32.77	\$33.74	\$34.75	\$35.79	\$36.85	\$37.96	\$39.11	\$40.28	\$41.48	\$42.72	\$44.00	\$45.31
Dispatcher	\$52,021	\$53,581	\$55,224	\$56,867	\$58,573	\$60,320	\$64,230	\$66,144	\$68,162	\$70,179	\$72,280	\$74,443	\$76,648	\$78,957	\$81,349	\$83,782	\$86,278	\$88,858	\$91,520	\$94,245
DFC						\$32.20	\$33.16	\$34.13	\$35.16	\$36.22	\$37.32	\$38.43	\$39.58	\$40.77	\$41.98	\$43.25	\$44.55	\$45.90	\$47.27	\$48.68
Dispatcher First Class						\$66,976	\$68,973	\$70,990	\$73,133	\$75,338	\$77,626	\$79,934	\$82,326	\$84,802	\$87,318	\$89,960	\$92,664	\$95,472	\$98,322	\$101,254
H	\$29.75	\$30.67	\$31.60	\$32.52	\$33.50	\$34.51	\$35.55	\$36.61	\$37.71	\$38.84	\$40.01	\$41.23	\$42.47	\$43.73	\$45.04	\$46.39	\$47.79	\$49.22	\$50.70	\$52.22
Sr. Dispatcher	\$61,880	\$63,794	\$65,728	\$67,642	\$69,680	\$71,781	\$73,944	\$76,149	\$78,437	\$80,787	\$83,221	\$85,758	\$88,338	\$90,958	\$93,683	\$96,491	\$99,403	\$102,378	\$105,456	\$108,618



**EXHIBIT F**

**D SCHEDULE: HOWARD COUNTY PUBLIC SAFETY DISPATCHERS ASSOCIATION (LODGE 107)  
EFFECTIVE JANUARY 1, 2025\***

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	22 Year	
G	\$26.01	\$26.79	\$27.61	\$28.43	\$29.29	\$30.16	\$32.12	\$33.07	\$34.08	\$35.09	\$36.14	\$37.22	\$38.32	\$39.48	\$40.67	\$41.89	\$43.14	\$44.43	\$45.76		\$47.12
Dispatcher	\$54,101	\$55,723	\$57,429	\$59,134	\$60,923	\$62,733	\$66,810	\$68,786	\$70,886	\$72,987	\$75,171	\$77,418	\$79,706	\$82,118	\$84,594	\$87,131	\$89,731	\$92,414	\$95,181		\$98,010
DFC						\$33.49	\$34.49	\$35.50	\$36.57	\$37.67	\$38.81	\$39.97	\$41.16	\$42.40	\$43.66	\$44.98	\$46.33	\$47.74	\$49.16		\$50.63
Dispatcher First Class						\$69,659	\$71,739	\$73,840	\$76,066	\$78,354	\$80,725	\$83,138	\$85,613	\$88,192	\$90,813	\$93,558	\$96,366	\$99,299	\$102,253		\$105,310
H	\$31.00	\$32.00	\$33.00	\$34.00	\$35.00	\$36.00	\$37.00	\$38.00	\$39.00	\$40.00	\$42.00	\$43.00	\$44.00	\$45.00	\$47.00	\$48.00	\$50.00	\$51.00	\$53.00		\$54.00
Sr. Dispatcher	\$64,480	\$66,560	\$68,640	\$70,720	\$72,800	\$74,880	\$76,960	\$79,040	\$81,120	\$83,200	\$87,360	\$89,440	\$91,520	\$93,600	\$97,760	\$99,840	\$104,000	\$106,080	\$110,240		\$112,320

NOTE:

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

**EXHIBIT G**

**D SCHEDULE: HOWARD COUNTY PUBLIC SAFETY DISPATCHERS ASSOCIATION (LODGE 107)  
EFFECTIVE JANUARY 1, 2026\***

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	22 Year
G Dispatcher	\$26,53	\$27,33	\$28,16	\$29,00	\$29,88	\$30,76	\$32,76	\$33,73	\$34,76	\$35,79	\$36,86	\$37,96	\$39,09	\$40,27	\$41,48	\$42,73	\$44,00	\$45,32	\$46,68	\$48,06
	\$55,182	\$56,846	\$58,573	\$60,320	\$62,150	\$63,981	\$68,141	\$70,158	\$72,301	\$74,443	\$76,669	\$78,957	\$81,307	\$83,762	\$86,278	\$88,878	\$91,520	\$94,266	\$97,094	\$99,965
DFC Dispatcher First Class						\$34,16	\$35,18	\$36,21	\$37,30	\$38,42	\$39,59	\$40,77	\$41,98	\$43,25	\$44,53	\$45,88	\$47,26	\$48,69	\$50,14	\$51,64
						\$71,053	\$73,174	\$75,317	\$77,584	\$79,914	\$82,347	\$84,802	\$87,318	\$89,960	\$92,622	\$95,430	\$98,301	\$101,275	\$104,291	\$107,411
H Sr. Dispatcher	\$32,00	\$33,00	\$34,00	\$35,00	\$36,00	\$37,00	\$38,00	\$39,00	\$40,00	\$41,00	\$43,00	\$44,00	\$45,00	\$46,00	\$48,00	\$49,00	\$51,00	\$52,00	\$54,00	\$55,00
	\$66,560	\$68,640	\$70,720	\$72,800	\$74,880	\$76,960	\$79,040	\$81,120	\$83,200	\$85,280	\$89,440	\$91,520	\$93,600	\$95,680	\$99,840	\$101,920	\$106,080	\$108,160	\$112,320	\$114,400

NOTE:

\* THE PAY PLAN WILL BE IMPLEMENTED AT THE BEGINNING OF THE PAY PERIOD IN WHICH JANUARY 1, 2026, 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  
Adam Long

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
Brandee Ganz

\_\_\_\_\_  
COUNTY SOLICITOR  
Gary Kuc

\_\_\_\_\_  
CHIEF OF POLICE  
Gregory Dur

Reviewing Attorney:

\_\_\_\_\_  
Assistant County Solicitor

## EXHIBIT 2

### *2024-2026 Negotiations - Conflicting Provisions - HCPSDA*

#### Sections/Articles containing Conflicting Provisions

1. Section 1.2. - Unit Descriptions
2. Section 1.3. – Probationary Employees
3. Section 2.2. - Dues Deductions for Employees Who Join the Union
4. Section 2.3. – Remitting of Dues
5. Section 2.4. – Authorization of Deductions
6. Section 2.5. – Lack of Funds
7. Section 2.6. – Changes in Union Dues
8. Section 2.7. – Hold Harmless
9. Section 3.3. - Individual Representation
10. Section 3.4. - Union Visitation
11. Section 3.5. - Union Representation
12. Section 3.6. - Use of Bulletin Board
13. Section 3.7 - Union Orientations/Briefings
14. Section 3.8. – Use of E-mail and Mail Systems
15. Section 3.9 - In Service Training
16. Section 3.10 – Office of Space
17. Article 5 – Hours of Work
18. Section 7.1. – Salary Scale; Wage Adjustments
19. Section 8.2. - Call-in-Pay
20. Section 8.3. - Four Area Premium Pay
21. Section 8.4. - Communications Trainer
22. Section 8.5. - Temporary Duty Pay
23. Section 8.6. - Holiday Pay
24. Section 8.7. - Clothing and Uniform Allowance
25. Section 8.9 - Meal Allowance
26. Section 8.10. – Specialty Pay

27. Section 8.11. - County Closing
28. Section 8.13. – Court Time
29. Section 8.14. – Detail Pay
30. Section 8.15 - Overtime and Compensatory Leave
31. Section 9.1 - Holidays
32. Section 9.2. - Annual Leave
33. Section 9.3 – Personal Leave
34. Section 9.4. - Disability Leave
35. Section 9.8. - Bereavement Leave
36. Section 9.10. - Union Leave
37. Section 9.11. - Leave for Negotiations
38. Article 11 – Grievance and Arbitration Procedure
39. Section 12.2. - Removal of Information
40. Section 12.3 – Unit Member Additions
41. Article 14 – Labor/Management Committee
42. Article 16 – Trading of Shifts
43. Article 17 - Death Benefits
44. Article 18 – Pension Plan
45. Article 21 – Duration and Finality of Agreement