

Introduced 05.06.2024
Public Hearing 05.20.2024
Council Action 05.22.2024
Executive Action 05.29.2024
Effective Date 07.29.2024

County Council of Howard County, Maryland

2024 Legislative Session

Legislative Day No. 5

Bill No. 20 -2024

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

Short Title: Amendment to Memorandum of Agreement – Local 1810

Title: AN ACT approving an amendment to a multi-year collective bargaining agreement between Howard County and the Howard County Local 1810, 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 1810, 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 1810, AFL-CIO Maryland Council 3.

Introduced and read first time May 6, 2024. 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 20, 2024.

By order

Michelle Harrod
Michelle Harrod, Administrator

This Bill was read the third time on May 22, 2024 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 24 day of May, 2024 at 1⁰⁰ a.m./p.m.

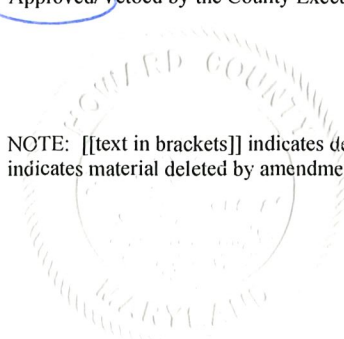
By order

Michelle Harrod
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive May 29, 2024

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. *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 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, 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 1810 presidents have approved 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 B3 and B4. The pay rates in Exhibit B3 shall be effective the pay period which includes July 1, 2024. Exhibit B3 represents a 2% across the board increase to the pay scale in Exhibit B2. The pay rates in Exhibit B4 shall be effective the pay period which includes January 1, 2025. Exhibit B3 represents a 3% across the board increase to the pay scale in Exhibit B3.

Remove Exhibit B-3 and B-4 from the Agreement and substitute the revised B-3 and B-4 as attached to this agreement, into the Agreement.

Delete "EXHIBIT B1 THROUGH B3- PAY SCALES28"

and replace with: "EXHIBIT B1 THROUGH B4-PAY SCALES.....28"

- 2. Remove Exhibit B-3 from the Agreement and substitute revised B-3. Insert Exhibit B-4 attached to this Agreement.

Renumber remaining exhibits.

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

EXHIBIT B-3

**OT SCHEDULE:
OFFICE/TECHNICAL - LOCAL 1810 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	23
C	\$18.12	\$18.27	\$18.41	\$18.57	\$18.73	\$18.97	\$19.16	\$19.36	\$19.57	\$20.13	\$20.79	\$21.37	\$22.04	\$22.72	\$23.39	\$24.10	\$24.84	\$25.57	\$26.33	\$27.12	\$27.94	\$28.77	\$29.63
	\$37,690	\$38,002	\$38,293	\$38,626	\$38,958	\$39,458	\$39,853	\$40,269	\$40,706	\$41,870	\$43,243	\$44,450	\$45,843	\$47,258	\$48,651	\$50,128	\$51,667	\$53,186	\$54,766	\$56,410	\$58,115	\$59,842	\$61,630
D	\$18.40	\$18.56	\$18.73	\$18.83	\$19.21	\$19.80	\$20.40	\$20.99	\$21.65	\$22.33	\$22.98	\$23.70	\$24.41	\$25.16	\$25.92	\$26.69	\$27.52	\$28.36	\$29.19	\$30.07	\$30.97	\$31.90	\$32.85
	\$38,272	\$38,605	\$38,958	\$39,166	\$39,957	\$41,184	\$42,432	\$43,659	\$45,032	\$46,446	\$47,798	\$49,296	\$50,773	\$52,333	\$53,914	\$55,515	\$57,242	\$58,989	\$60,715	\$62,546	\$64,418	\$66,352	\$68,328
E	\$18.88	\$19.42	\$20.05	\$20.66	\$21.28	\$21.93	\$22.59	\$23.28	\$23.97	\$24.77	\$25.50	\$26.22	\$27.03	\$27.86	\$28.70	\$29.56	\$30.45	\$31.37	\$32.29	\$33.26	\$34.26	\$35.29	\$36.34
	\$39,270	\$40,394	\$41,704	\$42,973	\$44,262	\$45,614	\$46,987	\$48,422	\$49,858	\$51,522	\$53,040	\$54,538	\$56,222	\$57,949	\$59,696	\$61,485	\$63,336	\$65,250	\$67,163	\$69,181	\$71,261	\$73,403	\$75,587
F	\$20.92	\$21.55	\$22.23	\$22.89	\$23.60	\$24.32	\$25.05	\$25.79	\$26.59	\$27.42	\$28.22	\$29.08	\$29.95	\$30.88	\$31.80	\$32.77	\$33.76	\$34.79	\$35.82	\$36.89	\$38.01	\$39.14	\$40.32
	\$43,514	\$44,824	\$46,238	\$47,611	\$49,088	\$50,586	\$52,104	\$53,643	\$55,307	\$57,034	\$58,698	\$60,486	\$62,296	\$64,230	\$66,144	\$68,162	\$70,221	\$72,363	\$74,506	\$76,731	\$79,061	\$81,411	\$83,866
G	\$23.17	\$23.88	\$24.61	\$25.35	\$26.14	\$26.93	\$27.73	\$28.59	\$29.48	\$30.35	\$31.27	\$32.22	\$33.18	\$34.21	\$35.26	\$36.31	\$37.41	\$38.53	\$39.69	\$40.88	\$42.11	\$43.37	\$44.67
	\$48,194	\$49,670	\$51,189	\$52,728	\$54,371	\$56,014	\$57,678	\$59,467	\$61,318	\$63,128	\$65,042	\$67,018	\$69,014	\$71,157	\$73,341	\$75,525	\$77,813	\$80,142	\$82,555	\$85,030	\$87,589	\$90,210	\$92,914
H	\$25.67	\$26.45	\$27.24	\$28.11	\$28.95	\$29.84	\$30.75	\$31.68	\$32.67	\$33.63	\$34.66	\$35.72	\$36.79	\$37.92	\$39.07	\$40.24	\$41.47	\$42.72	\$43.99	\$45.32	\$46.68	\$48.07	\$49.51
	\$53,394	\$55,016	\$56,659	\$58,469	\$60,216	\$62,067	\$63,960	\$65,894	\$67,954	\$69,950	\$72,093	\$74,298	\$76,523	\$78,874	\$81,266	\$83,699	\$86,258	\$88,858	\$91,499	\$94,266	\$97,094	\$99,986	\$102,981
I	\$28.44	\$29.33	\$30.23	\$31.14	\$32.09	\$33.08	\$34.07	\$35.07	\$36.14	\$37.27	\$38.39	\$39.57	\$40.76	\$42.00	\$43.28	\$44.57	\$45.91	\$47.28	\$48.71	\$50.17	\$51.67	\$53.22	\$54.83
	\$59,155	\$61,006	\$62,878	\$64,771	\$66,747	\$68,806	\$70,866	\$72,946	\$75,171	\$77,522	\$79,851	\$82,306	\$84,781	\$87,360	\$90,022	\$92,706	\$95,493	\$98,342	\$101,317	\$104,354	\$107,474	\$110,698	\$114,046
J	\$31.54	\$32.49	\$33.47	\$34.48	\$35.54	\$36.59	\$37.73	\$38.88	\$40.05	\$41.30	\$42.55	\$43.82	\$45.16	\$46.53	\$47.92	\$49.38	\$50.84	\$52.36	\$53.94	\$55.56	\$57.22	\$58.95	\$60.71
	\$65,603	\$67,579	\$69,618	\$71,718	\$73,923	\$76,107	\$78,478	\$80,870	\$83,304	\$85,904	\$88,504	\$91,146	\$93,933	\$96,782	\$99,674	\$102,710	\$105,747	\$108,909	\$112,195	\$115,565	\$119,018	\$122,616	\$126,277
K	\$34.92	\$35.97	\$37.07	\$38.19	\$39.40	\$40.58	\$41.83	\$43.08	\$44.39	\$45.73	\$47.11	\$48.53	\$50.00	\$51.50	\$53.07	\$54.66	\$56.31	\$58.01	\$59.75	\$61.55	\$63.39	\$65.29	\$67.25
	\$72,634	\$74,818	\$77,106	\$79,435	\$81,952	\$84,406	\$87,006	\$89,606	\$92,331	\$95,118	\$97,989	\$100,942	\$104,000	\$107,120	\$110,386	\$113,693	\$117,125	\$120,661	\$124,280	\$128,024	\$131,851	\$135,803	\$139,880

EXHIBIT B-4

**OT SCHEDULE:
OFFICE/TECHNICAL - LOCAL 1810 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	23
C	\$18.66	\$18.82	\$18.96	\$19.13	\$19.29	\$19.54	\$19.73	\$19.94	\$20.16	\$20.73	\$21.41	\$22.01	\$22.70	\$23.40	\$24.09	\$24.82	\$25.59	\$26.34	\$27.12	\$27.93	\$28.78	\$29.63	\$30.52
	\$38,813	\$39,146	\$39,437	\$39,790	\$40,123	\$40,643	\$41,038	\$41,475	\$41,933	\$43,118	\$44,533	\$45,781	\$47,216	\$48,672	\$50,107	\$51,626	\$53,227	\$54,787	\$56,410	\$58,094	\$59,862	\$61,630	\$63,482
D	\$18.95	\$19.12	\$19.29	\$19.39	\$19.79	\$20.39	\$21.01	\$21.62	\$22.30	\$23.00	\$23.67	\$24.41	\$25.14	\$25.91	\$26.70	\$27.49	\$28.35	\$29.21	\$30.07	\$30.97	\$31.90	\$32.86	\$33.84
	\$39,416	\$39,770	\$40,123	\$40,331	\$41,163	\$42,411	\$43,701	\$44,970	\$46,384	\$47,840	\$49,234	\$50,773	\$52,291	\$53,893	\$55,536	\$57,179	\$58,968	\$60,757	\$62,546	\$64,418	\$66,352	\$68,349	\$70,387
E	\$19.45	\$20.00	\$20.65	\$21.28	\$21.92	\$22.59	\$23.27	\$23.98	\$24.69	\$25.51	\$26.27	\$27.01	\$27.84	\$28.70	\$29.56	\$30.45	\$31.36	\$32.31	\$33.26	\$34.26	\$35.29	\$36.35	\$37.43
	\$40,456	\$41,600	\$42,952	\$44,262	\$45,594	\$46,987	\$48,402	\$49,878	\$51,355	\$53,061	\$54,642	\$56,181	\$57,907	\$59,696	\$61,485	\$63,336	\$65,229	\$67,205	\$69,181	\$71,261	\$73,403	\$75,608	\$77,854
F	\$21.55	\$22.20	\$22.90	\$23.58	\$24.31	\$25.05	\$25.80	\$26.56	\$27.39	\$28.24	\$29.07	\$29.95	\$30.85	\$31.81	\$32.75	\$33.75	\$34.77	\$35.83	\$36.89	\$38.00	\$39.15	\$40.31	\$41.53
	\$44,824	\$46,176	\$47,632	\$49,046	\$50,565	\$52,104	\$53,664	\$55,245	\$56,971	\$58,739	\$60,466	\$62,296	\$64,168	\$66,165	\$68,120	\$70,200	\$72,322	\$74,526	\$76,731	\$79,040	\$81,432	\$83,845	\$86,382
G	\$23.87	\$24.60	\$25.35	\$26.11	\$26.92	\$27.74	\$28.56	\$29.45	\$30.36	\$31.26	\$32.21	\$33.19	\$34.18	\$35.24	\$36.32	\$37.40	\$38.53	\$39.69	\$40.88	\$42.11	\$43.37	\$44.67	\$46.01
	\$49,650	\$51,168	\$52,728	\$54,309	\$55,994	\$57,699	\$59,405	\$61,256	\$63,149	\$65,021	\$66,997	\$69,035	\$71,094	\$73,299	\$75,546	\$77,792	\$80,142	\$82,555	\$85,030	\$87,589	\$90,210	\$92,914	\$95,701
H	\$26.44	\$27.24	\$28.06	\$28.95	\$29.82	\$30.74	\$31.67	\$32.63	\$33.65	\$34.64	\$35.70	\$36.79	\$37.89	\$39.06	\$40.24	\$41.45	\$42.71	\$44.00	\$45.31	\$46.68	\$48.08	\$49.51	\$51.00
	\$54,995	\$56,659	\$58,365	\$60,216	\$62,026	\$63,939	\$65,874	\$67,870	\$69,922	\$72,051	\$74,256	\$76,523	\$78,811	\$81,245	\$83,699	\$86,216	\$88,837	\$91,520	\$94,245	\$97,094	\$100,006	\$102,981	\$106,080
I	\$29.29	\$30.21	\$31.14	\$32.07	\$33.05	\$34.07	\$35.09	\$36.12	\$37.22	\$38.39	\$39.54	\$40.76	\$41.98	\$43.26	\$44.58	\$45.91	\$47.29	\$48.70	\$50.17	\$51.68	\$53.22	\$54.82	\$56.47
	\$60,923	\$62,837	\$64,771	\$66,706	\$68,744	\$70,866	\$72,987	\$75,130	\$77,418	\$79,851	\$82,243	\$84,781	\$87,318	\$89,981	\$92,726	\$95,493	\$98,363	\$101,296	\$104,354	\$107,494	\$110,698	\$114,026	\$117,458
J	\$32.49	\$33.46	\$34.47	\$35.51	\$36.61	\$37.69	\$38.86	\$40.05	\$41.25	\$42.54	\$43.83	\$45.13	\$46.51	\$47.93	\$49.36	\$50.86	\$52.37	\$53.93	\$55.56	\$57.23	\$58.94	\$60.72	\$62.53
	\$67,579	\$69,597	\$71,698	\$73,861	\$76,149	\$78,395	\$80,829	\$83,304	\$85,800	\$88,483	\$91,166	\$93,870	\$96,741	\$99,694	\$102,669	\$105,789	\$108,930	\$112,174	\$115,565	\$119,038	\$122,595	\$126,298	\$130,062
K	\$35.97	\$37.05	\$38.18	\$39.34	\$40.58	\$41.80	\$43.08	\$44.37	\$45.72	\$47.10	\$48.52	\$49.99	\$51.50	\$53.05	\$54.66	\$56.30	\$58.00	\$59.75	\$61.54	\$63.40	\$65.29	\$67.25	\$69.27
	\$74,818	\$77,064	\$79,414	\$81,827	\$84,406	\$86,944	\$89,606	\$92,290	\$95,098	\$97,968	\$100,922	\$103,979	\$107,120	\$110,344	\$113,693	\$117,104	\$120,640	\$124,280	\$128,003	\$131,872	\$135,803	\$139,880	\$144,082

* 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 1810
Rhonda Neubauer

CHIEF ADMINISTRATIVE OFFICER
Brandee Ganz

PRESIDENT, Council 3
Patrick Moran

COUNTY SOLICITOR
Gary Kuc

Reviewing Attorney:

ASSISTANT COUNTY SOLICITOR

EXHIBIT 2

2022-2025 Negotiations - Conflicting Provisions - Local 1810

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



Howard County

Internal Memorandum

SUBJECT: Council Testimony and Fiscal Impact Statement
Re: Howard County Local 1810, AFSCME Maryland Council 3

TO: Brandee Ganz
Chief Administrative Officer

FROM: Raul Delerme
Deputy Chief Administrative Officer

Jamar Herry
Deputy Chief Administrative Officer

DATE: April 24, 2024

The Administration supports and urges the passage of Council Bill XX-2024 which relates to the approval of an amendment to the extension and the adoption of conflicting provisions contained in the negotiated collective bargaining agreement with Howard County Local 1810, AFSCME Maryland Council 3 (Howard County Local 1810) for fiscal year 2025.

The bill is submitted to the County Council pursuant to Section 1.111(e) of the Howard County Code in order 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.

Howard County Local 1810 and the County are parties to the Agreement approved by the passage of Council Bill No. CB18-2023 that is in effect through June 30, 2025. The current Bill with the Council will amend the current agreement and extension. Exhibit 1 to the Bill is the negotiated agreement in its entirety. Exhibit 2 of 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 collective bargaining agreement negotiated with these employees and the County's personnel provisions.

The amended agreement with Howard County Local 1810 provides that the County will provide a 2% across the board COLA effective July 1, 2024 and a 3% across the board COLA effective January 1, 2025. However, the term of the agreement between the parties remains unchanged and expires on June 30, 2025.

The fiscal impact in FY 2025 is approximately \$1,000,000.

BY THE COUNCIL

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

July 29, 2024.

Michelle R. Harrod
Michelle R. 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 _____, 2024.

Michelle R. 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 _____, 2024.

Michelle R. 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 _____, 2024.

Michelle R. 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 _____, 2024.

Michelle R. 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 _____, 2024.

Michelle R. Harrod, Administrator to the County Council