

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. 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.

Introduced and read first time May 6, 2024. Ordered posted and hearing scheduled.
By order Michelle Harrod
Michelle Harrod, Administrator

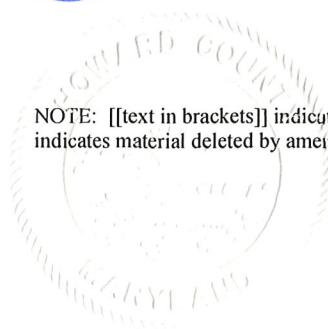
Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on May 20, 2024.
By order Michelle Harrod
Michelle Harrod, Administrator

This Bill was read the third time on May 22 2024 and Passed , Passed with amendments , Failed .

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 **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 July 1, 2024 and
21 January 1, 2025;
- 22 b) the County will provide a 2% across the board increase effective January 1, 2026;
- 23 c) the County will complete an actuarial study regarding pension and make
24 recommendations to the County Executive, Pension Oversight Committee, and
25 County Council;
- 26 d) the term of the Agreement will be extended through June 30, 2026; and
27

28 **WHEREAS**, pursuant to Section 1.111(e) of the Howard County Code, the
29 Amendment adds additional conflicting provisions to those attached to Council Bill No. 30-
30 2022 and a comprehensive list of conflicting provisions in the original agreement and the
31 Amendment are attached as Exhibit 2; and

1
2 **WHEREAS**, because the Amendment extends the term of the Agreement, the
3 Amendment requires the payment by the County of funds from an appropriation in a later
4 fiscal year and therefore is subject to the multi-year provisions of Section 612 of the Howard
5 County Charter that requires Council approval of the Agreement.

6
7 **NOW, THEREFORE,**

8
9 **Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in
10 accordance with Section 612 of the Howard County Charter, it approves the terms of the
11 Amendment to the Memorandum of Agreement between Howard County, Maryland and the
12 Howard County Public Safety Dispatchers Association, as provided in Section 1.606(e) of the
13 Howard County Code, which shall be in substantially the same form as Exhibit 1 attached to
14 this Act.

15
16 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland
17 that the County Council hereby endorses and ratifies the County Executive's signature and
18 execution of the Amendment, which shall be in substantially the same form as Exhibit 1
19 attached to this Act, for such term in the name of and on behalf of the County.

20
21 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland
22 that, in regard to the Amendment to the Memorandum of Agreement between Howard
23 County, Maryland and the Howard County Public Safety Dispatchers Association, the
24 County Council approves the Conflicting Provisions, attached to Bill as Exhibit 2, that are in
25 conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the
26 Employee Manual.

27
28 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland
29 that if there is a conflict between the Amendment attached to this Act and the Howard County
30 Pay Plan, the provisions contained in the Amendment shall control.

1 **Section 5. And Be It Further Enacted** by the County Council of Howard County, Maryland
2 *that the provisions of this Act shall apply to the pay period that begins on July 1, 2024.*

3

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

7

8 **Section 7. And Be It Further Enacted** by the County Council of Howard County, Maryland
9 *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	\$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
Dispatcher	\$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						\$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
Dispatcher First Class						\$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	\$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
Sr. Dispatcher	\$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

Amendment 1 to Council Bill No. 25-2024

BY: Chairperson at the request
of the County Executive

Legislative Day No. 6
Date: May 22, 2024

Amendment No. 1

(This amendment makes technical correction to a whereas clause in order to reference the July 1, 2024 increase.)

- 1 On page 1, in line 20, after “effective” insert “July 1, 2024 and”.

I certify this is a true copy of
Am 1 To CB25-2024
passed on May 22, 2024
Michelle Hernandez
Council Administrator



Howard County

Internal Memorandum

SUBJECT: Council Testimony and Fiscal Impact Statement
Re: Howard County Public Safety Dispatchers Association

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 extension to, and adoption of conflicting provisions contained in the negotiated collective bargaining agreement with Howard County Public Safety Dispatchers Association for fiscal year 2025 and 2026.

The bill is submitted to the County Council pursuant to Section 1.III(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 Public Safety Dispatchers Association and the County are parties to the Agreement approved by the passage of Council Bill No. CB30-2022 that is in effect through June 30, 2024. The current Bill with the Council will amend and extend the current agreement. 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 negotiated agreement with Howard County Public Safety Dispatchers Association provides that it will extend the terms of the current agreement the County will provide a 4% across the board COLA effective July 1, 2024, a 4% across the board COLA effective January 1, 2025, and a 2% across the board COLA effective January 1, 2026. Additionally, the agreement includes, but is not limited to, the completion of an actuarial study for an enhanced pension benefit for members of the Howard County Public Safety Dispatchers Association and proposal of the aforementioned enhanced pension benefit.

The fiscal impact in FY 2025 is approximately \$380,000.

Introduced 05.06.2024
Public Hearing 05.20.2024
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.

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 _____, 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.

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2 and the County reached agreement through a Memorandum of Agreement (the “Agreement”)
3 that is effective through June 30, 2024; and
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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
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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
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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
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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
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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
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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.

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6 **NOW, THEREFORE,**

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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.

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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
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22 County, Maryland and the Howard County Public Safety Dispatchers Association, the
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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.*

Office of the County Auditor
Auditor's Analysis

Council Bill No. 25-2024

Introduced: May 6, 2024

Auditor: Brenda Cachuela

Fiscal Impact:

Based on information provided by the Administration and reviewed by our Office, this legislation is estimated to increase County personnel expenditures by \$380,000 in Fiscal Year 2025 and \$201,000 in FY 2026 for cost-of-living adjustments. Additionally, personnel expenditures are estimated to increase \$90,000 in Fiscal Year 2025 and \$151,000 in Fiscal Year 2026 for step increments.

We requested support for the proposed amounts of the Fiscal Year 2025 and the Fiscal Year 2026 increases. *The Administration's response is pending as of May 16, 2024.*

Purpose:

The purpose of this legislation is to approve an amendment and extension of the two-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. The agreement includes payment of certain compensation in future fiscal years.

For FY 2025, this legislation includes adding across-the-board cost-of-living adjustments of 4 percent in July 2024 and 4 percent in January 2025. For FY 2026, this legislation includes adding an across-the-board cost-of-living adjustment of 2 percent in January 2026.

Other Comments:

None.

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on _____ May 29 _____, 2024.

Michelle 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