

Introduced 7/6/15
Public Hearing 7/20/15
Council Action 7/31/15
Executive Action 8/10/15
Effective Date 10/10/15

County Council Of Howard County, Maryland

2015 Legislative Session

Legislative Day No. 8

Bill No. 32 -2015

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 FOP Lodge 143, Howard County Police Supervisors' Alliance that will be effective through the end of Fiscal Year 2017 and that includes payment of certain compensation in future fiscal years; ratifying certain previously approved provisions in a collective bargaining agreement between Howard County and the FOP Lodge 143, Howard County Police Supervisors' Alliance, 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 FOP Lodge 143, Howard County Police Supervisors' Alliance.

Introduced and read first time July 6, 2015. Ordered posted and hearing scheduled.

By order Jessica Feldmark
Jessica Feldmark, 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 July 20, 2015.

By order Jessica Feldmark
Jessica Feldmark, Administrator

This Bill was read the third time on July 31, 2015 and Passed , Passed with amendments , Failed .

By order Jessica Feldmark
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 31st day of July, 2015 at 3 a.m./p.m.

By order Jessica Feldmark
Jessica Feldmark, Administrator

Approved Vetoed by the County Executive Aug 10, 2015

Allan H. Kittleman
Allan H. Kittleman, 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 FOP Lodge 143, Howard County Police Supervisors’ Alliance
2 (“Lodge 143”) and the County reached agreement through a Memorandum of Agreement
3 (the “Agreement”) that is effective July 1, 2014 through June 30, 2016; 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. 45-2014, the County Council approved
11 the Agreement’s conflicting provisions; and
12

13 **WHEREAS**, the Agreement includes the amount of compensation to be paid to
14 members of Lodge 143 in future fiscal years; and
15

16 **WHEREAS**, Council Bill No. 45-2014 also approved the Agreement as a multi-year
17 obligation under Section 612 of the Howard County Charter; and
18

19 **WHEREAS**, the Agreement includes a 4% Cost of Living Adjustment (COLA) that
20 goes into effect on January 1, 2016; and
21

22 **WHEREAS**, the parties have now entered into an “Amendment to Memorandum of
23 Agreement between Howard County, Maryland and Howard County Police Officers’
24 Association Lodge 143” (the “Amendment”) in substantially the form attached as Exhibit 1;
25 and
26

27 **WHEREAS**, the Amendment delays the already agreed upon COLA to June 30, 2016
28 (the last pay period in FY 16) and extends the Agreement to June 30, 2017; and
29

1 **WHEREAS**, pursuant to Section 1.111(e) of the Howard County Code, the
2 Amendment does not add any additional conflicting provisions to those attached to Council
3 Bill No. 45-2014; and

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

9
10 **NOW, THEREFORE,**

11
12 ***Section 1. Be It Enacted*** by the County Council of Howard County, Maryland that in
13 accordance with Section 612 of the Howard County Charter, it approves the terms of the
14 Amendment to Memorandum of Agreement between Howard County, Maryland and the FOP
15 Lodge 143, Howard County Police Supervisors' Alliance which shall be in substantially the
16 same form as Exhibit 1 attached to this Act.

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

22
23 ***Section 3. And Be It Further Enacted*** by the County Council of Howard County, Maryland
24 that, in regard to the Amendment to Memorandum of Agreement between Howard County,
25 Maryland and FOP Lodge 143, Howard County Police Supervisors' Alliance, the County
26 Council ratifies its approval of the Conflicting Provisions, attached to Council Bill No. 45-
27 2014 as Exhibit 2, that are in conflict with the provisions of Title 1 "Human Resources" of
28 the Howard County Code or the Employee Manual.

29
30 ***Section 4. And Be It Further Enacted*** by the County Council of Howard County, Maryland
31 that the provisions of this act shall apply beginning with the first pay date after July 1, 2015.

1
2 **Section 5. And Be It Further Enacted** by the County Council of Howard County, Maryland
3 *that if there is a conflict between the Amendment attached to this Act and the Howard County*
4 *Pay Plan, the provisions contained in the Amendment shall control.*
5

6 **Section 6. And Be It Further Enacted** by the County Council of Howard County, Maryland
7 *that, in accordance with Section 612 of the Howard County Charter, Section 1 and Section 2*
8 *of this Act shall be effective immediately upon its enactment.*
9

10 **Section 7. And Be It Further Enacted** by the County Council of Howard County, Maryland
11 *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

FOP LODGE 143, HOWARD COUNTY POLICE SUPERVISORS' ALLIANCE

Whereas, Howard County, Maryland and FOP Lodge 143, Howard County Police Supervisors' Alliance (FOP Lodge 143) entered into a collective bargaining agreement (Agreement) effective July 1, 2014 thru June 30, 2016;

Whereas Section 7.1 of the Agreement provides for 4% cost-of-living (COLA) pay increases effective January 1, 2015 and January 1, 2016;

Whereas, in light of the County's current fiscal position, the County Administration sought to reduce expenditures in a number of areas, including wages, and engaged Union leadership in negotiations regarding same;

Whereas, as a result of those discussions, the parties agreed that: a) the January 1, 2016 COLA of 4% will be delayed until June 30, 2016 (*i.e.*, the last pay period in FY 16 will reflect the 4% COLA); b) the term of the Agreement will be extended by one (1) additional year, until June 30, 2017; c) the County will provide a COLA of 2% beginning with the last pay period in FY 17; and d) the County agrees not to furlough or layoff any employee covered by the Agreement through FY17; and

Whereas, FOP Lodge 143 submitted the proposed changes enumerated above to its membership for vote the week of April 13-24, 2015 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. Strike Sections 7.1 (g) and (h) of Article 7 and are replace with the following:
 - (g) Effective June 30, 2016, each member shall receive a 4% cost-of-living adjustment.
 - (h) Effective with the last pay period in FY17, each member shall receive a 2% cost-of-living adjustment.

2. In Article 26, strike "TWO YEAR AGREEMENT" and replace with "THREE YEAR AGREEMENT", and strike paragraph (a) and replace with the following:
 - (a) This agreement shall become effective as of July 1, 2014 and remain in full force and effect until June 30, 2017.

Also in Article 26, in paragraph (c), delete "2015" and replace with "2016".

3. Strike Sections 6.1 and 6.2 of Article 6 and replace with the following:
 - 6.1 During FY15, FY16, and FY17, no bargaining unit member shall be subject to layoff.
 - 6.2 During FY15, FY16, and FY17, no bargaining unit member shall be subject to an unpaid furlough.
4. On page iii of the Table of Contents:

Delete "EXHIBIT A-3 – PAY SCALE EFFECTIVE 01-01-2016.....41"
and replace with:
"EXHIBIT A-3 - PAY SCALE EFFECTIVE 06-13-2016.....41
EXHIBIT A-4 - PAY SCALE EFFECTIVE 06-12-2017.....41.1"
5. Remove Exhibit A-3 from the Agreement and substitute the revised A-3 as attached to this Amendment.
6. Insert Exhibit A-4, as attached to this Amendment, into the Agreement.

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

These Amendments shall be effective upon an affirmative vote of a majority of the County Council, pursuant to proposed legislation submitted by the Administration to the Council.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this _____ day of _____, 2015.

FOR THE COUNTY:

COUNTY EXECUTIVE
Allan H. Kittleman

CHIEF ADMINISTRATIVE OFFICER
Lonnie R. Robbins

COUNTY SOLICITOR
Gary W. Kuc

CHIEF OF POLICE
Gary Gardner

FOR THE UNION:

PRESIDENT, LODGE 143
Ronald "Jason" Baker

**Howard County, Maryland
Police Sergeants (Lodge 143) Salary Schedule
FY 2016**

Effective June 13, 2016

SGT

Step	1	2	3	4	5	6	7	8	9	L 14	L 15	L 16	L 17	L 18	L 19	L 20
Months	<u>60</u> months	<u>72</u> months	<u>84</u> months	<u>96</u> months	<u>108</u> months	<u>120</u> months	<u>132</u> months	<u>144</u> months	<u>156</u> months	<u>168 months</u>	<u>180</u> months	<u>192</u> months	<u>204</u> months	<u>216 months</u>	<u>228</u> months	<u>240 months</u>
Hourly	\$35.70	\$36.92	\$38.22	\$39.55	\$40.93	\$42.41	\$43.86	\$45.45	\$47.04	\$48.57	\$50.14	\$51.77	\$53.47	\$55.20	\$57.00	\$58.85
Annual	\$74,256	\$76,794	\$79,498	\$82,264	\$85,134	\$88,213	\$91,229	\$94,536	\$97,843	\$101,026	\$104,291	\$107,682	\$111,218	\$114,816	\$118,560	\$122,408
Lateral	\$38.22	\$39.55	\$40.93	\$42.41	\$43.86	\$45.45	\$45.45	\$45.45	\$47.04	\$48.57	\$50.14	\$51.77	\$53.47	\$55.20	\$57.00	\$58.85
	\$79,498	\$82,264	\$85,134	\$88,213	\$91,229	\$94,536	\$94,536	\$94,536	\$97,843	\$101,026	\$104,291	\$107,682	\$111,218	\$114,816	\$118,560	\$122,408

**Howard County, Maryland
Police Sergeants (Lodge 143) Salary Schedule
FY 2017**

Effective June 12, 2017

SGT																
Step	1	2	3	4	5	6	7	8	9	L 14	L 15	L 16	L 17	L 18	L 19	L 20
Months	<u>60</u> <u>months</u>	<u>72</u> <u>months</u>	<u>84</u> <u>months</u>	<u>96</u> <u>months</u>	<u>108</u> <u>months</u>	<u>120</u> <u>months</u>	<u>132</u> <u>months</u>	<u>144</u> <u>months</u>	<u>156</u> <u>months</u>	<u>168</u> <u>months</u>	<u>180</u> <u>months</u>	<u>192</u> <u>months</u>	<u>204 months</u>	<u>216</u> <u>months</u>	<u>228</u> <u>months</u>	<u>240</u> <u>months</u>
Hourly	\$36.41	\$37.66	\$38.98	\$40.34	\$41.75	\$43.26	\$44.74	\$46.36	\$47.98	\$49.54	\$51.14	\$52.81	\$54.54	\$56.30	\$58.14	\$60.03
Annual	\$75,741	\$78,329	\$81,088	\$83,909	\$86,837	\$89,977	\$93,053	\$96,427	\$99,800	\$103,046	\$106,377	\$109,835	\$113,442	\$117,112	\$120,931	\$124,856
Lateral	\$38.98	\$40.34	\$41.75	\$43.26	\$44.74	\$46.36	\$46.36	\$46.36	\$47.98	\$49.54	\$51.14	\$52.81	\$54.54	\$56.30	\$58.14	\$60.03
Annual	\$81,088	\$83,909	\$86,837	\$89,977	\$93,053	\$96,427	\$96,427	\$96,427	\$99,800	\$103,046	\$106,377	\$109,835	\$113,442	\$117,112	\$120,931	\$124,856

Amendment 1 to Council Bill No. 32-2015

BY: The Chairperson at the
request of the County Executive

Legislative Day No. 9
Date: July 31, 2015

Amendment No. 1

(This amendment substitutes a revised Amendment to Memorandum of Agreement with Lodge 143 in order to insert pay scales that were inadvertently omitted at prefile, to remove certain pay scales included in the Memorandum of Agreement, to correct the table of contents and exhibits, and to correct certain dates.)

- 1 Remove Exhibit 1 from the Bill as prefiled and substitute a revised Exhibit 1 as attached to this
- 2 amendment.

~~ADOPTED~~ 7/31/15
~~FAILED~~
SIGNATURE Jessica Feldman

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

AND

FOP LODGE 143, HOWARD COUNTY POLICE SUPERVISORS' ALLIANCE

Whereas, Howard County, Maryland and FOP Lodge 143, Howard County Police Supervisors' Alliance (FOP Lodge 143) entered into a collective bargaining agreement (Agreement) effective July 1, 2014 thru June 30, 2016;

Whereas Section 7.1 of the Agreement provides for 4% cost-of-living (COLA) pay increases effective January 1, 2015 and January 1, 2016;

Whereas, in light of the County's current fiscal position, the County Administration sought to reduce expenditures in a number of areas, including wages, and engaged Union leadership in negotiations regarding same;

Whereas, as a result of those discussions, the parties agreed that: a) the January 1, 2016 COLA of 4% will be delayed until June 30, 2016 (*i.e.*, the last pay period in FY 16 will reflect the 4% COLA); b) the term of the Agreement will be extended by one (1) additional year, until June 30, 2017; c) the County will provide a COLA of 2% beginning with the last pay period in FY 17; and d) the County agrees not to furlough or layoff any employee covered by the Agreement through FY17; and

Whereas, FOP Lodge 143 submitted the proposed changes enumerated above to its membership for vote the week of April 13-24, 2015 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. Strike Sections 7.1 (g) and (h) of Article 7 and are replace with the following:
 - (g) Effective June 30, 2016, each member shall receive a 4% cost-of-living adjustment.
 - (h) Effective with the last pay period in FY17, each member shall receive a 2% cost-of-living adjustment.

2. In Article 26, strike "TWO YEAR AGREEMENT" and replace with "THREE YEAR AGREEMENT", and strike paragraph (a) and replace with the following:
 - (a) This agreement shall become effective as of July 1, 2014 and remain in full force and effect until June 30, 2017.

Also in Article 26, in paragraph (c), delete "2015" and replace with "2016".

3. Strike Sections 6.1 and 6.2 of Article 6 and replace with the following:
 - 6.1 During FY15, FY16, and FY17, no bargaining unit member shall be subject to layoff.
 - 6.2 During FY15, FY16, and FY17, no bargaining unit member shall be subject to an unpaid furlough.
4. On page iii of the Table of Contents:

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EXHIBIT A-4 - PAY SCALE EFFECTIVE 06-12-2017.....41.1”
5. Remove Exhibit A-3 from the Agreement and substitute the revised A-3 as attached to this Amendment.
6. Insert Exhibit A-4, as attached to this Amendment, into the Agreement.

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

These Amendments shall be effective upon an affirmative vote of a majority of the County Council, pursuant to proposed legislation submitted by the Administration to the Council.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this _____ day of _____, 2015.

FOR THE COUNTY:

COUNTY EXECUTIVE
Allan H. Kittleman

CHIEF ADMINISTRATIVE OFFICER
Lonnie R. Robbins

COUNTY SOLICITOR
Gary W. Kuc

CHIEF OF POLICE
Gary Gardner

FOR THE UNION:

PRESIDENT, LODGE 143
Ronald "Jason" Baker

**Howard County, Maryland
Police Sergeants (Lodge 143) Salary Schedule
FY 2016**

Effective June 13, 2016

SGT																
Step	1	2	3	4	5	6	7	8	9	L 14	L 15	L 16	L 17	L 18	L 19	L 20
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**Howard County, Maryland
Police Sergeants (Lodge 143) Salary Schedule
FY 2017**

Effective June 12, 2017

SGT

Step	1	2	3	4	5	6	7	8	9	L 14	L 15	L 16	L 17	L 18	L 19	L 20
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Lateral	\$38.98	\$40.34	\$41.75	\$43.26	\$44.74	\$46.36	\$46.36	\$46.36	\$47.98	\$49.54	\$51.14	\$52.81	\$54.54	\$56.30	\$58.14	\$60.03
Annual	\$81,088	\$83,909	\$86,837	\$89,977	\$93,053	\$96,427	\$96,427	\$96,427	\$99,800	\$103,046	\$106,377	\$109,835	\$113,442	\$117,112	\$120,931	\$124,856

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

AND

FOP LODGE 143, HOWARD COUNTY POLICE SUPERVISORS' ALLIANCE

Whereas, Howard County, Maryland and FOP Lodge 143, Howard County Police Supervisors' Alliance (FOP Lodge 143) entered into a collective bargaining agreement (Agreement) effective July 1, 2014 thru June 30, 2016;

Whereas Section 7.1 of the Agreement provides for 4% cost-of-living (COLA) pay increases effective January 1, 2015 and January 1, 2016;

Whereas, in light of the County's current fiscal position, the County Administration sought to reduce expenditures in a number of areas, including wages, and engaged Union leadership in negotiations regarding same;

Whereas, as a result of those discussions, the parties agreed that: a) the January 1, 2016 COLA of 4% will be delayed until June 30, 2016 (*i.e.*, the last pay period in FY 16 will reflect the 4% COLA); b) the term of the Agreement will be extended by one (1) additional year, until June 30, 2017; c) the County will provide a COLA of 2% beginning with the last pay period in FY 17; and d) the County agrees not to furlough or layoff any employee covered by the Agreement through FY17; and

Whereas, FOP Lodge 143 submitted the proposed changes enumerated above to its membership for vote the week of April 13-24, 2015 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. Strike Sections 7.1 (g) and (h) of Article 7 and are replace with the following:
 - (g) Effective June 30, 2016, each member shall receive a 4% cost-of-living adjustment.
 - (h) Effective with the last pay period in FY17, each member shall receive a 2% cost-of-living adjustment.
2. In Article 26, strike "TWO YEAR AGREEMENT" and replace with "THREE YEAR AGREEMENT", and strike paragraph (a) and replace with the following:
 - (a) This agreement shall become effective as of July 1, 2014 and remain in full force and effect until June 30, 2017.
3. Strike Sections 6.1 and 6.2 of Article 6 and replace with the following:

6.1 During FY15, FY16, and FY17, no bargaining unit member shall be subject to layoff.

6.2 During FY15, FY16, and FY17, no bargaining unit member shall be subject to an unpaid furlough.

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

These Amendments shall be effective upon an affirmative vote of a majority of the County Council, pursuant to proposed legislation submitted by the Administration to the Council.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this _____ day of _____, 2015.

FOR THE COUNTY:

COUNTY EXECUTIVE
Allan H. Kittleman

CHIEF ADMINISTRATIVE OFFICER
Lonnie R. Robbins

COUNTY SOLICITOR
Gary W. Kuc

CHIEF OF POLICE
Gary Gardner

FOR THE UNION:

PRESIDENT, LODGE 143
Ronald "Jason" Baker

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on August 10, 2015.



Jessica Feldmark, 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 _____, 2015.

Jessica Feldmark, 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 _____, 2015.

Jessica Feldmark, 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 _____, 2015.

Jessica Feldmark, 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 _____, 2015.

Jessica Feldmark, 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 _____, 2015.

Jessica Feldmark, Administrator to the County Council