

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

County Council of Howard County, Maryland

2024 Legislative Session

Legislative Day No. 7

Bill No. 36 -2024

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

Short Title: Amendment to Memorandum of Agreement – Local 3080

Title: AN ACT approving an amendment to a multi-year collective bargaining agreement between Howard County and the Howard County Local 3080, 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 3080, 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 3080, 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 *provisions of Title 1 "Human Resources" of the Howard County Code or the Employee*
2 *Manual.*

3

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

7

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

10

11 ***Section 4. And Be It Further Enacted*** *by the County Council of Howard County, Maryland*
12 *that this Act shall become effective 61 days after its enactment.*

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

AND

**HOWARD COUNTY LOCAL 3080, AFSCME MARYLAND
COUNCIL 3**

Whereas, Howard County, Maryland and Howard County Local 3080, 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 3% across the board increase effective July 1, 2024; and b) the County will provide a 4% across the board increase effective January 1, 2025.

Whereas, Local 3080 submitted the proposed changes enumerated above to its membership for vote and the changes were 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 7.2 replace the existing language with the following:

Section 7.2.-Salary Scale: Increases.

The salary scales for Fiscal Year 2024 and Fiscal Year 2025 are provided in Exhibit A. Exhibit A1 shall be in effect July 1, 2023 and reflects a 3% across the board increase that will remain in effect until the pay period which includes January 1, 2024. Exhibit A2 shall be in effect July 1, 2024 and reflects a 4% across the board increase that will remain in effect until the pay period which includes January 1, 2025. Exhibit A3 shall be in effect January 1, 2025 and reflects a 4% across the board increase.

2. On page iv of the Table of Contents:

Delete "EXHIBIT A-PAYSCALES FY2020, FY2021, FY2022.....32"

and replace with: "EXHIBIT A -PAY SCALES FY2024 AND FY202532"

Renumber the remaining Exhibits.

3. Remove Exhibit A2 and A3 from the Agreement and substitute the revised A2 and A3 as attached to this agreement, into the Agreement.

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

EXHIBIT A2

EFFECTIVE JULY 1, 2024

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>
CORRECTIONAL/	<u>C2</u>	<u>\$26.53</u>	<u>\$27.20</u>	<u>\$27.88</u>	<u>\$28.58</u>	<u>\$29.30</u>	<u>\$30.02</u>	<u>\$30.77</u>	<u>\$31.54</u>	<u>\$32.49</u>	<u>\$34.44</u>	<u>\$35.65</u>	<u>\$36.89</u>	<u>\$38.19</u>	<u>\$39.52</u>	<u>\$40.90</u>	<u>\$42.13</u>	<u>\$42.76</u>	<u>\$44.04</u>	<u>\$45.36</u>	<u>\$46.73</u>
DIETARY OFFICER	<u>ANNUAL</u>	<u>\$55,182</u>	<u>\$56,576</u>	<u>\$57,990</u>	<u>\$59,446</u>	<u>\$60,944</u>	<u>\$62,442</u>	<u>\$64,002</u>	<u>\$65,603</u>	<u>\$67,579</u>	<u>\$71,635</u>	<u>\$74,152</u>	<u>\$76,731</u>	<u>\$79,435</u>	<u>\$82,202</u>	<u>\$85,072</u>	<u>\$87,630</u>	<u>\$88,941</u>	<u>\$91,603</u>	<u>\$94,349</u>	<u>\$97,198</u>
CORRECTIONAL	<u>C3</u>		<u>\$28.56</u>	<u>\$29.56</u>	<u>\$30.44</u>	<u>\$31.51</u>	<u>\$32.46</u>	<u>\$33.59</u>	<u>\$34.60</u>	<u>\$35.81</u>	<u>\$37.96</u>	<u>\$39.10</u>	<u>\$40.47</u>	<u>\$41.68</u>	<u>\$43.14</u>	<u>\$44.43</u>	<u>\$45.76</u>	<u>\$46.46</u>	<u>\$47.85</u>	<u>\$49.29</u>	<u>\$50.76</u>
CORPORAL	<u>ANNUAL</u>		<u>\$59,405</u>	<u>\$61,485</u>	<u>\$63,315</u>	<u>\$65,541</u>	<u>\$67,517</u>	<u>\$69,867</u>	<u>\$71,968</u>	<u>\$74,485</u>	<u>\$78,957</u>	<u>\$81,328</u>	<u>\$84,178</u>	<u>\$86,694</u>	<u>\$89,731</u>	<u>\$92,414</u>	<u>\$95,181</u>	<u>\$96,637</u>	<u>\$99,528</u>	<u>\$102,523</u>	<u>\$105,581</u>
CORRECTIONAL/	<u>C4</u>		<u>\$31.13</u>	<u>\$32.22</u>	<u>\$33.34</u>	<u>\$34.52</u>	<u>\$35.71</u>	<u>\$36.97</u>	<u>\$38.25</u>	<u>\$39.59</u>	<u>\$41.96</u>	<u>\$43.43</u>	<u>\$44.95</u>	<u>\$46.53</u>	<u>\$48.16</u>	<u>\$49.86</u>	<u>\$51.36</u>	<u>\$52.12</u>	<u>\$53.68</u>	<u>\$55.30</u>	<u>\$56.96</u>
DIETARY SERGEANT	<u>ANNUAL</u>		<u>\$64,750</u>	<u>\$67,018</u>	<u>\$69,347</u>	<u>\$71,802</u>	<u>\$74,277</u>	<u>\$76,898</u>	<u>\$79,560</u>	<u>\$82,347</u>	<u>\$87,277</u>	<u>\$90,334</u>	<u>\$93,496</u>	<u>\$96,782</u>	<u>\$100,173</u>	<u>\$103,709</u>	<u>\$106,829</u>	<u>\$108,410</u>	<u>\$111,654</u>	<u>\$115,024</u>	<u>\$118,477</u>

EXHIBIT A3

EFFECTIVE JANUARY 1, 2025*

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
C2	\$27.59	\$28.29	\$29.00	\$29.72	\$30.47	\$31.22	\$32.00	\$32.80	\$33.79	\$35.82	\$37.08	\$38.37	\$39.72	\$41.10	\$42.54	\$43.82	\$44.47	\$45.80	\$47.17	\$48.60
DIETARY OFFICER ANNUAL	\$57,387	\$58,843	\$60,320	\$61,818	\$63,378	\$64,938	\$66,560	\$68,224	\$70,283	\$74,506	\$77,126	\$79,810	\$82,618	\$85,488	\$88,483	\$91,146	\$92,498	\$95,264	\$98,114	\$101,088
C3		\$29.70	\$30.74	\$31.66	\$32.77	\$33.76	\$34.93	\$35.98	\$37.24	\$39.48	\$40.66	\$42.09	\$43.35	\$44.87	\$46.21	\$47.59	\$48.32	\$49.76	\$51.26	\$52.79
CORPORAL ANNUAL		\$61,776	\$63,939	\$65,853	\$68,162	\$70,221	\$72,654	\$74,838	\$77,459	\$82,118	\$84,573	\$87,547	\$90,168	\$93,330	\$96,117	\$98,987	\$100,506	\$103,501	\$106,621	\$109,803
C4		\$32.38	\$33.51	\$34.67	\$35.90	\$37.14	\$38.45	\$39.78	\$41.17	\$43.64	\$45.17	\$46.75	\$48.39	\$50.09	\$51.85	\$53.41	\$54.20	\$55.83	\$57.51	\$59.24
DIETARY SERGEANT ANNUAL		\$67,350	\$69,701	\$72,114	\$74,672	\$77,251	\$79,976	\$82,742	\$85,634	\$90,771	\$93,954	\$97,240	\$100,651	\$104,187	\$107,848	\$111,093	\$112,736	\$116,126	\$119,621	\$123,219

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 3080
Tonica Bouyer-Moore

CHIEF ADMINISTRATIVE OFFICER
Brandee Ganz

COUNTY SOLICITOR
Gary Kuc

DIRECTOR OF CORRECTIONS
Margaret Chippendale

Reviewing Attorney:

ASSISTANT COUNTY SOLICITOR

Sections/Articles containing Conflicting Provisions

1. Section 1.2 – Unit Description
 - Subsection (c)
2. Section 2.2 – Dues Deductions for Employees Who Join the Union
3. Section 2.3 – Dues Deductions
4. Section 2.4 – Dues Authorization
5. Section 2.5 – Dues Deductions/Insufficient Pay
6. Section 2.6 – Change in Dues
7. Section 2.7 – Indemnification
8. Section 2.8 – P.E.O.P.L.E. Deduction
9. Article 3 – Rights of Unit Members/Union Representatives
10. Section 3.1 – Selection of Representatives
11. Section 3.3 - Individual Representation
12. Section 3.4 – Union Visitation
13. Section 3.5 – Union Representation
 - Subsections (a) and (b)
14. Section 3.6 – Use of Bulletin Board
15. Section 3.7 – Union Office
16. Section 3.8 – Orientation for New Hires
17. Section 5.1 - Regular Workweek
18. Section 5.2 - Work Schedules
19. Section 5.3 – Meal Breaks
20. Article 6 – Layoffs
21. Section 7.1 – Roll Call Pay
23. Section 8.1 – Shift Differential
24. Section 8.2 – Overtime
25. Section 8.3 – Call-in-Pay
26. Section 8.4 – Inclement Weather
27. Section 8.6 – Uniform Service

28. Section 8.7 – Emergency Closing
29. Section 8.8 – Acting Duty Pay
30. Section 8.9 – Court Time

31. Section 8.10 – Specialty Pay
32. Article 9 – OPEB Study
33. Section 10.1 – Holidays
 Subsection (c)-(d)
34. Section 10.2 – Annual Leave
 Subsections (b), (d)-(f)
35. Section 10.4 – Disability Leave
 Subsections (g), (l), and (m)
36. Section 10.8 – Bereavement Leave
 Subsections (d) - (f)
37. Section 10.9. Leave of Absence
 Subsection (b)
38. Section 10.10 – Union Leave
39. Section 10.11 – Mental Health Leave
40. Article 12 – Protective Clothing and Uniforms
41. Article 14 – Grievance Procedure
42. Section 15.1 – Grievances
43. Section 16.2 – Removal of Information
44. Section 16.3 – Unit Member Additions
45. Section 18.1 – Filling Vacancies
46. Section 18.4 – Promotional Process Committee
47. Article 19 – Labor/Management Committee
48. Article 21 - Inmate Infectious Disease Control
49. Article 23 – Howard County Retirement Plan for Participating Corrections Employees
50. Article 25 - Duration and Finality of Agreement