

Introduced 09.06.2022
Public Hearing 09.14.2022
Council Action 10.03.2022
Executive Action 10.13.2022
Effective Date 12.13.2022

County Council of Howard County, Maryland

2022 Legislative Session

Legislative Day No. 813

Bill No. 601 -2022

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 Howard County Police Officers' Association Lodge 143 that will be effective through the end of Fiscal Year 2024 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 Police Officers' Association Lodge 143, 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 Police Officers' Association Lodge 143.

Introduced and read first time Sept 6, 2022. 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 Sept 14, 2022.

By order

Michelle Harrod
Michelle Harrod, Administrator

This Bill was read the third time on Oct 3, 2022 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 4 day of Oct, 2022 at 200 a.m./p.m.

By order

Michelle Harrod
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive October 13, 2022

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 Police Officers’ Association Lodge 143 (“Local
2 2000”) and the County reached agreement through a Memorandum of Agreement (the
3 “Agreement”) that is effective through June 30, 2023; 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. 19-2020, the County Council approved
11 the Agreement’s conflicting provisions and approved the Agreement as a multi-year
12 obligation under Section 612 of the Howard County Charter; and
13

14 **WHEREAS**, the parties engaged in a limited re-opener to discuss wage and
15 disciplinary issues and have now entered into an “Amendment to Memorandum of
16 Agreement between Howard County, Maryland and the Howard County Police Officers’
17 Association Lodge 143” (the “Amendment”) in substantially the form attached as Exhibit 1;
18 and
19

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

- 21 a) the January 1, 2023 across the board increase will be changed from 2% to 3%;
22 b) the County will provide a 5% across the board increase effective January 1, 2024;
23 c) the union and the County will create a study group to review premiums for patrol
24 overtime;
25 d) the County and the union will create a committee to align the discipline section of
26 the agreement with changes in State law; and
27 e) the term of the Agreement will be extended by one (1) additional year, through
28 June 30, 2024; and
29

30 **WHEREAS**, pursuant to Section 1.111(e) of the Howard County Code, the
31 Amendment adds additional conflicting provisions to those attached to Council Bill No. 19-

1 2020 and a comprehensive list of conflicting provisions in the original agreement and the
2 Amendment are attached as Exhibit 2; and
3

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

9 **NOW, THEREFORE,**
10

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

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

22 ***Section 3. And Be It Further Enacted*** by the County Council of Howard County, Maryland
23 that, in regard to the Amendment to Memorandum of Agreement between Howard County,
24 Maryland and the Howard County Police Officers' Association Lodge 143, the County
25 Council approves the Conflicting Provisions, attached to Bill as Exhibit 2, that are in conflict
26 with the provisions of Title 1 "Human Resources" of the Howard County Code or the
27 Employee Manual.
28

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

1

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

5

6 ***Section 6. And Be It Further Enacted*** by the County Council of Howard County, Maryland
7 *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

**HOWARD COUNTY POLICE OFFICERS' ASSOCIATION
LODGE 143**

Whereas, Howard County, Maryland and Howard County Police Officers' Association Lodge 143, entered into a collective bargaining agreement (Agreement) effective July 1, 2021 thru June 30, 2023;

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

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

Whereas, Lodge 143 submitted the proposed changes enumerated above to its membership for vote the week of XXXXXXXXXX, 2022 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 replace the existing language with the following:

Section 7.1.-Wage Adjustments.

- (a) The salary scales for fiscal year 2022-2024 are provided in Exhibit A1-A5.
- (b) All changes in pay rate, including adjustments to the salary scale, step increments, longevity, etc. shall be effective beginning the first day of the pay period during which the effective date of the change occurs.
- (c) If a change in the job status of an employee results in a pay increase, the increase will be effective on the first day of the pay period following the change.
- (d) Paychecks: Employees will be paid for their regular hours in equal bi-weekly paychecks.
- (e) Effective the first pay period that includes January 1, 2022, each member shall receive a 2% across the board increase.
- (f) Effective the first pay period that includes January 1, 2023, each member shall receive a 3% across the board increase.
- (g) Effective the first pay period that includes January 1, 2024, each member shall receive a 5% across the board increase.

2. In Article 8 add the following language:

Section 8.13. – Patrol Overtime Study Committee.

The County and the Union agree to a study group to look at enhancements to overtime premiums in order to encourage members to sign up for Patrol overtime shifts. The study group will be comprised of two members from the Union, two members appointed by the Chief and one member appointed by the Chief Administrative Officer.

3. In Article 16 add the following language:

Section 16.5 – LEOBR Replacement.

The County and the Union agree to meet upon the signing of this agreement in order to align this Section with the changes to State and County law regarding the disciplinary process. A committee will be formed consisting of two members of the Union appointed by the President, two members Appointed by the Police Chief and one member appointed by the Chief Administrative Officer.

4. In Article 26 replace the existing language with the following:

ARTICLE 26-DURATION AND FINALITY OF AGREEMENT
THREE YEAR AGREEMENT

- (a) This agreement shall become effective as of July 1, 2021 and remain in full force and effective until June 30, 2024.
- (b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties through their duly authorized representatives, after negotiations mutually agreed to by the County and the Union.
- (c) The parties shall reopen negotiations for a successor agreement not later than December 4, 2023.
- (d) 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.

5. On page iv of the Table of Contents:

Delete "EXHIBIT A-1 THROUGH A-5 (PAY SCALE.....38"

and replace with:

"EXHIBIT A-1 THROUGH A-638"

Add

EXHIBIT A-6.....43

Re-number the remaining Exhibits

6. Remove Exhibit A-5 from the Agreement and substitute the revised A-5 as attached to this Amendment.
7. Insert Exhibit A-6, 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.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this
_____ day of _____, 2022.

FOR THE COUNTY:

COUNTY EXECUTIVE
Calvin Ball

CHIEF ADMINISTRATIVE OFFICER
Lonnie R. Robbins

COUNTY SOLICITOR
Gary Kuc

CHIEF OF POLICE
Gregory Der

FOR THE UNION:

PRESIDENT, HCPOA LODGE 143
Clayton Davis

Reviewing Attorney:

Jamar Herry
Assistant County Solicitor

2021-2024 Conflicting Provisions – LODGE 143

Sections/Articles containing Conflicting Provisions

1. Section 1.2 – Unit Description
 Subsection (c)
2. Section 1.3 – Probationary Employees
 Subsections (a), (c), (d)
3. Article 2 – Authorized Dues and Service Fees Deductions
4. Article 3 – Rights of Employees/Union Representatives
5. Article 5 – Hours of Work
6. Section 7.2 – Longevity Increments
7. Section 7.5 – XL Compensation
8. Article 8 – Premium Pay
9. Article 9 – Secondary Employment
10. Section 10.1– Holidays
 Subsections (b) – (f)
11. Section 10.2 – Annual Leave
 Subsection (a) and (c)
12. Section 10.4 – Disability Leave
 Subsection (c), (k), (l)
13. Section 10.6 – Disability Leave Donation
14. Section 10.9 – Military Leave
 Subsection (a)
15. Section 10.10- Bereavement Leave
 Subsection (e) and (f)
16. Section 10.12–Union Leave
17. Section 10.13–Leave for Negotiations
18. Section 11.1 – Health Insurance
 Subsection (c)
19. Section 11.2 – Life Insurance
 Subsection (b)

20. Article 12 – Death Benefits

Subsection (b) and (c)

21. Article 13 – Trading of Shifts

22. Article 15 – Grievance Procedure

23. Section 16.4 – Disciplinary Matrix

24. Section 16.5 – LEOBR Replacement

25. Section 17.2 – Removal of Information

26. Section 17.3 – Employee Additions

27. Article 18 – Substance Abuse Testing

28. Article 20 – Take Home Vehicle

29. Article 21 – Howard County Police and Fire Retirement System

Subsection (e)

30. Article 24 – Selection of Personnel for Work Assignments

31. Article 25 – Physical Fitness Standards/Wellness Program

32. Article 26 – Duration and Finality of Agreement




Howard County

Internal Memorandum

Subject: Council Testimony and Fiscal Impact Statement
Re: Howard County Police Supervisors' Alliance Lodge 143

To: Lonnie R. Robbins
Chief Administrative Officer

From: John K. Peterson 
Assistant Chief Administrative Officer

Date: August 4, 2022

The Administration supports and urges the passage of the Council Bill XX-2022 which relates to the approval of an extension to and the adoption of conflicting provisions contained in the negotiated collective bargaining agreement with the Howard County Police Supervisors' Alliance Lodge 143 for fiscal years 2023 and 2024.

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

Lodge 143 and the County are parties to the Agreement approved by the passage of Council Bill No. 19-2020 that is in effect through June 30, 2023. The Bill prefiled with the Council will extend the currently existing Agreement. The Bill's Exhibit 1 is the negotiated extension in its entirety. Exhibit 2 to 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 extended collective bargaining agreement negotiated with these employees and the County's personnel provisions.

The negotiated agreement with Lodge 143 provides that it will extend the terms of the current agreement for one additional year which will now have a term through June 30, 2024. For fiscal year 2023, the extended agreement includes a 3% across the board increase effective the pay period that includes January 1, 2023. For fiscal year 2024 the pay scale is adjusted by a 5% across the board increase effective the pay period that includes January 1, 2024. The extended agreement provides for a study committee to look at enhancements to overtime premiums in order to encourage members to sign up for Patrol overtime shifts and a committee to meet to align the discipline section of the agreement with the changes in State law.

The FY 2023 increase will have an approximate fiscal impact of approximately \$172,965. The FY 2024 increase will have an approximate fiscal impact of \$642,854.

cc: Jennifer Sager

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on October 13, 2022.

Michelle Harrod
Michelle 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 _____, 2022.

Michelle 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 _____, 2022.

Michelle 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 _____, 2022.

Michelle 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 _____, 2022.

Michelle 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 _____, 2022.

Michelle Harrod, Administrator to the County Council